

Chapter:

Chapter 14.02 - TENANT PROTECTIONS

14.02.00 - Purpose.

The purpose of this chapter is to set forth basic terms which the city deems as fundamental with regard to governing the residential landlord-tenant relationship. This chapter is intended to work in harmony with [Chapter 2.72](#) Regulation of Convulsing Activities in Multifamily Residential Structures. This chapter does not apply to transient occupancies such as hotels. To the extent a provision of this chapter conflicts with a provision of the 2010 Rent Stabilization and Just Cause for Eviction Ordinance, the provisions of the 2010 ordinance shall apply to the residential units subject to that ordinance.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Findings.

The city council finds and declares as follows:

- There is an imbalance between the supply and demand for rental housing in the City of East Palo Alto. The imbalance is the result of both a shortage of rental housing, an overwhelming market demand for affordable housing, and speculation in the housing market.
- The imbalance between supply and demand creates an imbalance of bargaining power between landlords and tenants.
- As a result of these market and bargaining power imbalances, East Palo Alto tenants may be unwilling or unable to assert their legal rights.
- The East Palo Alto rental housing market is in need of repairs because "customer service" is not needed to attract and retain tenants.
- The city council seeks to align tenant rights stated in federal, the market and bargaining power imbalances as detrimental to the health, safety and general welfare of East Palo Alto and the surrounding region because the stability, security and supply of housing opportunities are reduced.
- Given the large number of rental units in the city, the city council desires to improve communications among tenants and between tenants and landlords as well as provide additional tenant protections.
- The city council further recognizes that displacement of tenants is a major concern in conjunction with the revitalization of the community and therefore desires to institute measures to ameliorate the impacts of displacement on tenants, particularly tenants of limited financial means.
- The city council recognizes that it is important to monitor and improve the processes established in this chapter on a periodic basis.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Definitions.

For the purposes of this chapter, the following definitions apply:

- "Qualified person" means a person with a disability, as defined in Section 12926.3 of the California Government Code.
- "Displaced tenant" means any tenant who permanently vacates a rental unit in the city as a result of demolition or removal of the rental unit, or a governmental order to vacate, or in order for the landlord to comply with housing, health, building or safety laws of the state, county or city.
- "Elderly" or "senior citizen" means a person who is sixty-two (62) years of age or older.
- "Housing services" include, but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchens, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, parking and any other benefit privilege or facility connected with the use or occupancy of any rental unit. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.
- "Landlord" means a owner of rental, house, sublease, or any other person, entity, or non-natural person entitled to receive rent for the use of occupancy of any rental unit, or an agent, representative, affiliate, member, shareholder, trustee, or successor of any of the foregoing. If an owner of a rental unit is other than a single natural person, then all estates and persons that share ownership under joint tenancy or in severalty of the units shall be considered one and the same landlord.
- "Minor child" means any natural person under the age of eighteen (18) years.
- "Parent" means any person who has legal custody and control of a minor child, and with whom the minor child maintains his or her place of abode.
- "Person" means any individual, firm, partnership, joint venture, association, corporation, estate, or trust.
- "Residential unit" means any unit in any real property, including the land appurtenant thereto, available or available for rent for residential use or occupancy, located in the city, together with all housing services connected with the use of occupancy of such property such as common areas and recreational facilities available for use by the tenant. Rental unit also includes mobile homes, whether rent is paid for the mobile homes and the land upon which the mobile home is located, or rent is paid for the land alone.

The term rental unit shall not include:

- Housing in any hospital, state licensed community care facility, convent, monastery, extended medical care facility or housing accommodations owned, operated, leased or managed primarily for occupancy by its students by an educational institution.
- Housing designed and operated exclusively for senior citizens and their spouses, or as a retirement home.
- Housing which a government unit, agency or authority owns, operates, or manages, or which is specifically exempted from municipal regulation by state or federal law or administrative regulation.
- "Student" means any person enrolled in an institution of higher education, vocational school, high school, or elementary school.
- "Tenant" means a renter, tenant, subtenant, lessee or sublessee of a rental unit, or successor to a renter's interest, or any group of renters, subtenants, lessees, or sublessees of any of the foregoing, or any other person entitled to the use or occupancy of such rental unit.
- "Tenant organizer" means any person who assists tenants in establishing or forming a tenant organization.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Landlord and tenant rights information sheet.

Landlords are required to provide to each tenant an information sheet, which outlines the provisions of this chapter. The information sheet must be provided in English and in Spanish (may be separate documents) and in a language other than English if the tenant has been provided a copy of the lease in one of the languages specified in Civil Code Section 1632. The sheet shall also include links to the city website and at least one local tenant legal services organization. The landlord may include other information it deems useful.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Tenants' right to organize.

- Tenants have the right to join, form and participate in the activities of a tenant organization for the purpose of addressing issues related to their living environment, including but not limited to, rental rates, housing services, conditions of the premises and other terms and conditions of tenancy.
- Tenant organizers have the right to contact and communicate with tenants on the rental premises, including but not limited to a rental unit, or a shared common area such as a community room, to assist tenants in establishing and operating a tenant organization and participating in tenant organization activities.
- Tenants have the right to meet and hold meetings on the rental premises for the purpose of discussing and organizing tenant issues, including but not limited to, rental rates, housing services and other terms and conditions of tenancy. No landlord or agent of a landlord may attend or make recordings of such meetings unless permitted to do so by the tenant organization. This subsection shall not preclude a landlord from taking action necessary to respond to immediate threats to health and safety, including but not limited to fire, natural disaster, code violations or criminal activity.
- Tenants have the right to refuse to join or participate in the activities of tenant organizations and have the right to represent themselves individually in their tenancy relations with their landlord.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Distribution of literature.

A landlord may not prohibit a tenant or tenant organizer who resides in a building or residential complex from using common areas in that building or complex to distribute literature to other tenants, including literature distributed on behalf of a tenants' association or other tenant organization, where the literature relates to issues of common interest or concern to the tenants. The landlord may provide bulletin boards for tenant use, but may not post or remove posts from such bulletin boards.

- Literature may be placed on the door of rental units, or slipped under the door. Such literature must plainly include the name and telephone number and address of the distributor so that the affected tenant may opt out of future doorway distributions of such literature.
- The landlord may establish reasonable requirements as to the time, place, manner, and volume of such literature distribution.
- The provisions of this chapter are not applicable to purely commercial literature that is not directly related to issues of common interest or concern to tenants.
- The provisions of this chapter shall not be used to limit or replace residential tenant or landlord rights or remedies found in other provisions of the Municipal Code, or in state or federal statutes or constitutions.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Keys and locks.

- A landlord shall provide a minimum of one key or keyset per rental unit for each adult occupant, without charge. All keys are issued for the duration of a tenancy and must be returned upon vacating the unit.
- A tenant may request up to ten additional keysets at an reasonably necessary for admitting a service provider, delivery person, caregiver, houseguest or relative. The request must be in writing and state the reasons for needing the additional keys. Requested additional keyset/s sets must be provided within fourteen (14) days of the tenant's written request, unless the landlord timely denies the request in writing stating the specific reason/s for the denial. All keys are issued for the duration of the reasonable need for additional keys, and must be returned at the conclusion of the reasonable need. When providing requested additional keyset/s to a tenant, the landlord may charge only for the documented cost of replacing the additional keyset/s keys, which shall be paid by the tenant upon delivery of the requested additional keyset/s keys. Additional keyset/s keys shall be provided without requiring any other cost, fees, deposits, or terms or conditions of any kind whatsoever.
- When a rental unit is permanently vacated by its tenants, the landlord shall key up and replace all door locks and key sets available to their unit, including all entrance door locks on the vacant unit and any locks or separate entrance doors to any storage and/or garage facility exclusively used in connection with the use or occupancy of the vacating tenants. All of the following conditions apply:
 - If two or more locks on any one door are subject to the re-key and replacement provisions and open by different keys, the landlord must re-key or replace only one of the locks on the door.
 - If the same key opens two or more locks subject to the re-key and replacement provisions, the landlord must re-key or replace all locks opened by that key.
- The re-key and lock replacement requirements do not apply to any door locks that are provided for use by two or more units.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Prohibited activities related to minor children.

- It is unlawful for any person having a rental unit for rent or lease, or any agent or employee of such person, to do as follows to do any of the following:
 - Refuse to rent or lease a rental unit, refuse to negotiate for the rental unit, or otherwise deny or to withhold from any person or person, a rental unit on the basis of age, parenthood, pregnancy, or the potential or not of actual tenancy of a minor child.
 - Discriminate against any person in the terms, conditions, or privileges of the rental unit or lease of a rental unit (including, but not limited to rental rates or security deposits, or in the provision of services, facilities or benefits, in connection therewith, on the basis of age, parenthood, pregnancy, or the potential or actual tenancy of a minor child. However, nothing in this chapter shall preclude any person from imposing reasonable restrictions on the use of common areas, facilities, and services which are necessary to protect the health and safety of a tenant, including a minor child.
 - Represent to any person on the basis of age, parenthood, pregnancy, or the potential or actual tenancy of a minor child that a rental unit is not available for occupancy, rental, or lease when such housing unit is, in fact, available.
 - Make, print, or publish, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a rental unit offered by that person that indicates any preference, limitation, or discrimination with respect to age, parenthood, pregnancy, or the potential or actual tenancy of a minor child.
 - Include in any rental agreement or lease for a rental unit, a clause or condition providing that the tenants shall remain children or shall not have children or otherwise not maintain a household with a person of a certain age.
 - Refuse to rent after making a bona fide offer, or to refuse to negotiate for the rental of, or otherwise make unavailable or deny, rental units to any person because of the potential tenancy of a minor child or children.
 - Limit occupancies to fewer than two natural persons per bedroom, unless that number exceeds the maximum allowed under the floor-space requirements of Section 5530(b) of the Uniform Housing Code. All occupancy limitations shall be uniformly imposed and either conspicuously posted on the premises or contained in a written policy, rules or notice.
 - Fail or otherwise demand surrender of a rental unit from any person because of age, parenthood, pregnancy or presence of a minor child.
 - Charge additional rent for persons living in a rental unit on the basis of age, parenthood, pregnancy, or presence of a minor child.
- The following are exempt from the prohibitions stated:
 - Any accommodation that satisfies the criteria in Government Code Section 12926.3.
 - Federally financed senior adult housing units or affect a housing project or development owned by a nonprofit corporation during such period of time it is operated exclusively for elderly persons and their spouses (including, but not limited to, housing accommodations subsidized under the Section 8 of the Housing Act of 1974 and Section 202 of the Housing Act of 1959 federal housing programs).
 - Section of a community by one or more residents of a rental unit where such residents will continue to reside within the rental unit.
 - Requirements of a landlord requiring supervision of minors under fourteen (14) days of age in the use of swimming pools, hot tubs, saunas, or similar facilities, provided that such requirements are reasonably related to health and safety.
 - Mobile homes in an adults only mobile home park established in accordance with state law.
 - Any state licensed nursing home, convalescent home, or community care facility.
- This section shall not prohibit the person having the right to rent or lease the premises from requiring the same rent, deposits, fees or charges of prospective adult tenants with minor children as he or she may require of prospective adult tenants without children. However, no discrimination in the amount or manner of payment of the rent, deposits, fees or charges shall be permitted.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Prohibited activities related to students or non-students.

- It is unlawful for any person having a rental unit for rent or lease, or any agent or employee of such person, to do as follows to do any of the following:
 - Refuse to rent or lease a rental unit, refuse to negotiate for the rental unit, or otherwise deny or to withhold a rental unit from any person on the basis of the person's status as a student or on the basis of the fact that the person is not a student.
 - Refuse to rent or lease a rental unit on less favorable terms, conditions or privileges, or discriminate in the provision of housing services to any person on the basis of the person's status as a student or on the basis of the fact that the person is not a student.
 - Represent to any person that a rental unit is not available for occupancy, rental or lease when such housing unit is, in fact, available on the basis of the person's status as a student or on the basis of the fact that the person is not a student.
 - Make, print, public, or cause to be made, printed, or published any notice, statement, sign, advertisement, application, or contract with regard to a rental unit that indicates any preference, limitation, or discrimination with respect to a person's status as a student or on the basis of the fact that the person is not a student.
- The sole exception to this provision is if the housing is sponsored by the educational institution in which the individual is enrolled as a student.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Tenant harassment.

No landlord, and no agent or employee of the landlord, shall do any of the following in bad faith:

- Interrupt, terminate or fail to provide housing services or threaten to interrupt, terminate or fail to provide housing services required by contract or by state, county or local housing health or safety laws, included in this prohibition are:
 - Curbing any utility services furnished to the rental unit by any means whatsoever including, but not limited to, the cutting of wires, the removal of fuses, the switching of breakers, and the non-payment of utility bills. Utility services includes, but is not limited to water, heat, light, electricity, gas, telephone, cable, internet, garbage and recycling collection, or sewage.
 - Impeding reasonable access to the rental building by the tenant by using a lockout by any other similar method or device.
 - Removing, without replacement within a reasonable time period, doors or windows of the rental unit.
- Fail to perform repairs or maintenance, or threaten to fail to perform repairs or maintenance required by contract or by state, county or local housing, health or safety laws.
- Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail to follow appropriate industry repair containment or remediation protocols designed to minimize exposure to noise, dust, lead paint, mold, asbestos, or other hazardous materials with potentially harmful health impacts.
- Abuse the landlord's right of access to the rental unit or the right of access to the rental unit in violation of the provisions of this section, or any other terms without the prior written consent of the tenant, except when done pursuant to the procedures set forth in Civil Code Section 1980 et seq.
- Engage in attempts or influence a tenant to vacate a rental unit through threats, fraud, intimidation or coercion.
- Attempt to coerce the tenant to vacate with effect of payments to vacate which are accompanied with threats or intimidation.
- Threaten the tenant, by word or gesture, with physical harm.
- Violate any law which prohibits discrimination based on sexual or perceived race, gender, gender orientation, sexual orientation, ethnic background, nationality, place of birth, immigration or citizenship status, religion, age, parenthood, marriage, pregnancy, disability, AIDS or minor or student/resident occupancy status.
- Interfere with a tenant's right to quiet use and enjoyment, or threaten to interfere with a tenant's right of quiet use and enjoyment, of a rental unit as that right is defined by California law.
- Refuse to accept or acknowledge receipt of a tenant's lawful rent payment.
- Fail to cash a rent check for over thirty (30) days.
- Call or threaten to call immigration authorities, except as otherwise required by law.
- Request information or documentation that violates Civil Code Section 1940.3, including but not limited to, immigration or citizenship status, if such information or documentation is sought pursuant to Civil Code Section 1940.3(a), and there exists an equivalent alternative to such information or documentation that does not concern immigration or citizenship status, the landlord shall request and accept the equivalent alternative.
- Other repeated acts or omissions of such significance as substantially interfere with or disturb the comfort, peace, repose or quiet of any person lawfully entitled to occupancy of such rental unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a rental unit to vacate such rental unit or to surrender or waive any rights in relation to such occupancy.

On for any tenancies commencing after June 1, 2014, charge for the parking required by the city a part of the development. If a landlord seeks to charge for parking, the burden shall be on the landlord to prove that any parking for which a landlord seeks to charge is parking in excess of the parking required for the site.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Dispute resolution.

- All persons (landlords and tenants) residing in, owning, or managing residential rental property to which this chapter applies are encouraged to participate in the consultation and mediation of rental housing disputes provided for by Peninsula Conflict Resolution Center (PCRC), the San Mateo County Superior Court, JAMS or a similar entity.
- No party shall be obligated to reach any specific agreement, or to reach any agreement at all, as a result of participating in consultation or mediation conducted by an agreement, if said agreement shall be confidential and will not be enforceable or usable for any purpose outside the dispute resolution process, unless all signatories agree that the document can be disclosed or used in other proceedings.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Construction plans.

When applying for a permit to alter, repair, or rehabilitate any structure that contains one or more rental housing units or a mobile home park, the applicant shall indicate on the building permit application whether the property is occupied by tenants. Any work performed shall be in compliance with California Health and Safety Code Section 17920 et seq., Title 24 of the California Code of Regulations, and all applicable building codes.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Temporary relocation.

- If a landlord is required to temporarily remove possession of a rental unit in order to comply with housing, health, building or safety laws of the state, county or city, or if a tenant is required to temporarily vacate a unit upon the order of any governmental officer or agency, the landlord shall provide temporary relocation benefits as provided for in this section.
- The landlord shall provide alternative housing to the rental unit being temporarily vacated. The alternative housing may be a vacant rental unit controlled by the landlord or a vacant rental unit not controlled by the landlord or temporary accommodation in a hotel or resort. The alternative housing shall be within a fifteen (15) mile radius of the rental unit being temporarily vacated.
- During the period of temporary relocation, the tenant shall continue to pay rent on the rental unit being temporarily vacated. If the alternative housing is a rental unit controlled by the landlord, the landlord shall not require that additional rent be paid on the temporary rental unit during the period of temporary relocation. If the alternative housing is a rental unit not controlled by the landlord, the landlord shall pay the actual cost of the temporary rental unit up to the market average rent for San Mateo County, as determined by the Department of Housing of San Mateo County. The payment of actual cost shall be made directly to the owner of the temporary rental unit during the period of temporary relocation. If the alternative housing is temporary accommodation in a hotel or resort, the landlord shall pay the actual cost of the temporary residence directly to the hotel or resort during the period of temporary relocation.
- The landlord shall pay the actual costs of moving and storage if personal property must be removed from the rental unit. The landlord shall offer a secure, weatherproof and well-maintained storage facility within a fifteen (15) mile radius of the rental unit and tenants shall have sole access to the storage unit and the property contained therein.
- The landlord shall pay the actual costs for daily boarding of a pet if pet(s) boarded at the unit when the rental was relocated, if the landlord does not accept pets.
- The displacement and relocation of a tenant pursuant to this section shall not terminate the tenancy of the displaced tenant, except as provided in subsection G. below. The displaced tenant shall be responsible for the completion of the work necessary for the unit to comply with housing, health, building or safety laws or any governmental order, and the tenant shall retain all rights of tenancy that existed prior to the displacement. The rent shall remain the same, subject to any lawful increases.
- Should temporary relocation exceed thirty (30) days, the landlord may terminate the tenancy in accordance with law. In such a situation, the landlord shall be required to comply with the provisions and pay all relocation fees as required when units are demolished or removed.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Demolition permits.

The building official shall not issue a demolition permit, or a building permit which includes demolition, for demolition of any residential rental structure containing three or more rental units or for a substantial remodel of such a structure unless:

- No other person has been notified of the proposed demolition project in writing, in compliance with applicable provisions of the Municipal Code and zoning ordinance, as required for conformance with the definition of "project" under the California Environmental Quality Act Guidelines/Section 15378 and the holding in *Orinda Association v. Board of Supervisors* (1980) 182 Cal.App.3d 1145, unless the demolition is exempt under subsection E. The application for a demolition permit shall be considered as part of the discretionary applications and shall not be approved until all discretionary permits for the proposed project on the site have been approved; and
- In the event that the building to be demolished contains registered rent stabilized units, the tenant and relocation requirements of [Chapter 2.72](#) have been met to the satisfaction of the city; and
- Regardless of the type of rental housing involved, the applicant has offered relocation assistance as required by this chapter and the right of first refusal of occupancy any replacement housing to be constructed on the site to tenants displaced by the demolition provided, however that occupancy of replacement units shall be governed by the provisions of Chapter 8.5 of the zoning ordinance.
- In the event the proposed demolition is for a structure with 200 percent or more of the exterior wall area which includes walls, doors, and windows, or the removal of fifty (50) percent or more of the supporting members of a structure (e.g., beams, bearing walls, columns, or girders).
- When the building official determines that a building or structure poses an imminent hazard and/or threat to public safety, the requirements of this section shall not apply and such building or structure may be demolished in accordance with procedures otherwise established by law.
- Accessory buildings of any size, including, but not limited to, garages, carports and sheds, but not including any structure containing a lawfully established dwelling unit, which serves and is located on the same lot as a residential rental use, are exempt from the requirements of this section, and may be demolished in accordance with established procedures.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Tenant relocation assistance when units are to be demolished or removed.

- The provisions of this section are intended to provide relocation assistance to tenants facing eviction due to demolition or removal of the rental unit and where a notice of intent to terminate the tenancy is given by either the landlord or the tenant as required by Civil Code Section 1946.
- Any tenant residing in a rental unit of any type not stated as exempted herein, including any tenant residing in a mobile home, on the date the tenant gives or receives a notice of termination, is a qualified tenant for the purposes of the relocation assistance required by this section. Housing units owned, operated or managed by an educational institution for occupancy by students by a nonprofit organization; by an extended medical care facility or by a government unit or agency or authority which are specifically exempted from municipal regulation pursuant to state or federal law are exempt from the provisions of this section.
- Any landlord intending to demolish or relocate a building with rental units subject to this section shall do all of the following:
 - Make available to each tenant, at no cost, a reasonably complete and current list of vacant and available rental units which are comparable in size and amenities to the rental unit occupied by the tenant; and
 - Make a reasonable and good faith effort to show, in writing, cost, and terms with an occupant in order to request replacement rental units; and
 - Take reasonable steps to assist any disabled or handicapped tenant with relocation-related activities, including hiring an appropriate vehicle to transport the tenant to a needed.
- If the landlord is not willing or able to comply with the actions set forth by the city a law established by the city council for the purpose of retaining a third party to provide the specified relocation assistance to each tenant in compliance with this section, if a third party service is utilized by the city to assist with relocation fees, an additional fee per unit shall be imposed to pay for the administrative costs associated with the service.
- Relocation assistance shall be provided in accordance with the provisions and amounts set forth in [Chapter 2.72](#), except that the notice of intent to terminate tenancy shall function in the manner of the notice of intent to withdraw.
- A demolition permit shall not be lawfully issued unless the person providing the relocation assistance meets the requirements of this section. The community development department or a firm provided by the department. The form shall be accompanied by a fee per unit set by resolution of the city council.
- The section shall not apply if the building is demolished or relocated pursuant to a plan to construct on the site an equal or greater number of housing units for extremely low, very low or low income households, which housing is to be developed, constructed, or acquired with federal, state or local government financial assistance.

(Draft No. 374.9 10th, 11/5-2014)

14.02.00 - Relocation prohibition.

14.0.00: Requirement to offer available accommodations to displaced persons.

1. Where an owner withdraws his or her residential rental accommodations subject to rent control from rent or lease, he or she shall offer for rent or lease any available residential rental units in East Palo Alto that he or she owns, at a comparable rent, to any tenant who is required to move as a result of the owner's withdrawal of the accommodations from rent or lease. Accommodations that be considered available if vacant at the time the owner provides notice to the city of his or her intent to withdraw his or her residential rental accommodations from rent or lease pursuant to [Section 14.0.010](#) or if the accommodation becomes vacant at any time prior to the tenant vacating the withdrawn accommodations. The rent or lease of an accommodation in this situation is not considered an new tenancy but the continuation of an existing tenancy, subject to the city's rent control provisions.
2. The owner shall inform each tenant of the owner's offer to rent or lease any available residential unit that he or she owns in the withdrawal notice.
3. If the tenants displaced by the withdrawal of the residential rental accommodations are greater in number than the available residential rental units, the owner shall offer the accommodations to all displaced tenants and give a priority to renting or leasing such available units to any disabled, elderly, terminally ill or displaced tenants with dependents. If none of the tenants are elderly, disabled, terminally ill or those with dependents, the owner shall give each displaced tenant equal priority in the renting or leasing of such available units.

(Ord. No. 306, § 1, 9-18-2007; Ord. No. 352, § 5, 12-20-2011)

14.0.00: Recalculation of notice regarding continued applicability of controls.

After receipt of a notice issued by an owner pursuant to [Section 14.0.010](#), the city or its designated agency may cause to be recorded with the County Recorder a notice which shall recite the fact that the City of East Palo Alto has determined to apply the constraints adopted pursuant to Government Code Section 7060.2 to successors in interest to the subject property. The notice shall specifically describe the real property where the accommodations are located, the date upon which the owner will withdraw the accommodations from rent or lease and the dates during which the constraints adopted pursuant to Government Code Section 7060.2 shall apply. If the date upon which the accommodations are to be withdrawn is subsequently altered or modified, the city or its designated agency may record an amended notice. The filing of the notice described in this subsection shall not be construed as a finding by the city or its designated agency that the actual or proposed withdrawal of the accommodations has been approved by the city or its designated agency.

(Ord. No. 306, § 1, 9-18-2007; Ord. No. 352, § 6, 12-20-2011)

14.0.00: Fees payable to the city for administrative costs.

The city or its designated agency that establishes fees for city incurred costs which shall be paid by any owner who exercises the privilege to withdraw accommodations subject to rent control from rent or lease. The city or the designated agency shall set the fee so as to recover all costs of administering this chapter. The fees shall be paid prior to the service of the notice set forth in [Section 14.0.010](#). Failure to pay the fees prior to service of the notice shall invalidate the notice.

(Ord. No. 306, § 1, 9-18-2007; Ord. No. 352, § 7, 12-20-2011)

14.0.10: Eviction requirements.

In any action to recover possession of an accommodation subject to the terms of this chapter, it shall be a defense if the owner has not fully satisfied all the requirements of this chapter including, but not limited to, compliance with all notice requirements, payment of fees to the city or its designated agency, and payment of relocation benefits to displaced tenants.

(Ord. No. 306, § 1, 9-18-2007)

14.0.110: Pre-tenancy termination filing requirements.

1. Three Month Filing Requirements. Within three (3) months of a tenant's vacancy of an accommodation, an owner who withdraws a rental pursuant to the provisions of this chapter shall file with the rent stabilization program a statement under penalty of perjury regarding the status of the accommodation.
2. Annual Filing Requirement. An owner who withdraws a rental pursuant to the provisions of this chapter shall, within thirty(30) days preceding the first, fifth and tenth year anniversary of the tenant's vacancy of an accommodation, file with the rent stabilization program a statement under penalty of perjury regarding the status of the accommodation. This requirement will be waived if prior to a required filing date, an application has been filed with the city for demolition or redevelopment of the property.

(Ord. No. 352, § 8, 12-20-2011)

14.0.120: Notice time within which withdrawal must be completed.

Any withdrawal action taken pursuant to this chapter must be within eighteen (18) months of the time notice of intention to withdraw is first given pursuant to [Section 14.0.010](#). If a withdrawal of an accommodation is not completed within that time period, it shall be considered void and of no further force and effect.

(Ord. No. 352, § 8, 12-20-2011)

Chapter 14.10: REASONABLE ACCOMMODATIONS

14.10.010: Purpose.

It is the policy of the City of East Palo Alto, pursuant to the federal Fair Housing Amendments Act of 1988 and the California Fair Employment and Housing Act (hereinafter Acts), to provide individuals with disabilities reasonable accommodation to rules, policies, practices and procedures to ensure equal access to housing and facilitate the development of housing for individuals with disabilities. This chapter establishes a procedure for making requests for reasonable accommodation in land use, zoning and building regulations, policies, practices and procedures to comply fully with the intent and purpose of fair housing laws. This chapter is intended to apply to those persons who are defined as disabled under the Acts.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.020: Findings.

The city council finds and determines that:

1. The federal Fair Housing Amendment Act of 1988 and California's Fair Employment and Housing Act impose an affirmative duty on local governments to make reasonable accommodation in their land use and zoning regulations and practices when such accommodation may be necessary to afford individuals with disabilities an equal opportunity to housing.
2. The East Palo Alto Housing Element identifies and sets forth a plan for removing governmental constraints to housing for individuals with disabilities by providing reasonable accommodation.
3. A fair housing reasonable accommodation procedure for individuals with disabilities and development of housing for individuals with disabilities to speak relief in the application of land use, zoning and building regulations, policies, practices and procedures, furthers compliance with federal and state fair housing law, and provides greater opportunities for the development of critically needed housing for individuals with disabilities.
4. This chapter is consistent with the East Palo Alto General Plan and its objectives, goals, policies and implementation programs.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.030: Applicability.

A request for reasonable accommodation may be made by any person with a disability, the person's representative, or any entity, when the application of a zoning law or other land use regulation, policy or practice is perceived to act as a barrier to fair housing opportunities.

A request for reasonable accommodation may include a modification or exception to the rules, standards and practices for siting, development and use of housing or housing-related facilities that would eliminate regulatory barriers and provide a person with a disability equal opportunity to housing of his or her choice.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.040: Application requirement.

Request for reasonable accommodation shall be submitted on an application form provided by the planning division or in the form of a letter to the planning division and shall contain the following information:

1. Application Material.
 - a. The applicant's name, address and telephone number.
 - b. Address of the property for which the request is being made.
 - c. The current use of the property.
 - d. The basis for the claim that the individual is considered disabled under the Acts.
 - e. The code provision, regulation or policy from which reasonable accommodation is being requested.
 - f. What specific accommodation is requested and why the accommodation is necessary to make the specific property accessible to the individual.
2. Processing fee.
 - a. The applicant shall pay a processing fee to the city as adopted by resolution of the city council. The applicant may apply for a fee waiver, which may be granted at the discretion of the city council.

If the project for which the request for reasonable accommodation is being made also requires some other discretionary approval (including but not limited to conditional use permit, design review, general plan amendment, zone change, annexation, etc), then the applicant shall file the information requested above for reasonable accommodation together for concurrent review with the application for discretionary approval.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.050: Review authority.

1. Planning Manager. If no approval is sought other than the request for reasonable accommodation, the request shall be reviewed by the planning manager, or designee.
2. Other Reviewing Authority. If a request for reasonable accommodation is submitted for concurrent review with another discretionary land use application, it shall be determined by the authority making the final discretionary land use decision.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.060: Review procedures and findings.

1. Planning Manager. The planning manager shall make a written determination on the request within forty-five (45) days and either grant, grant with modifications or deny a request for reasonable accommodation.
2. Other Reviewing Authority. The determination as to whether to grant, grant with modifications or deny a request for reasonable accommodation made by the authority responsible for reviewing the discretionary land use application shall be made at the time of the discretionary land use decision. The determination shall then be provided in writing to the applicant.
3. Findings. The written decision to grant, grant with modifications or deny a request for reasonable accommodation shall be based on consideration of the following factors:
 - a. Whether the housing, which is the subject of the request, will be used by a disabled individual.
 - b. Whether the accommodation requested is necessary to make specific housing available to a disabled individual.
 - c. Whether the requested accommodation would impose an undue financial or administrative burden on the city, in which instance it would not be deemed to be reasonable.
 - d. Whether the requested accommodation would require a fundamental alteration in the nature of a city program or law, including but not limited to land use and zoning, in which instance it would not be deemed to be reasonable.
 - e. Potential impact on surrounding uses.
 - f. Physical attributes of the property and structures.
 - g. Alternative accommodations which may provide an equivalent level of benefit.
4. Conditions of Approval. In granting a request for reasonable accommodation the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the accommodation complies with the findings.

(Ord. No. 344C, § 1, 7-19-2011)

14.10.070: Appeal of determination.

A determination by the reviewing authority to grant, grant with modifications or deny a request for reasonable accommodation may be appealed, pursuant to Chapter 30 of the Zoning Ordinance.

(Ord. No. 344C, § 1, 7-19-2011)

Chapter 14.12: TENANTS DISPLACED BY DISASTERS

Sections:

14.12.010: Definitions.

For the purposes of this chapter:

"Capital improvements" means any item which is chargeable to a capital account with a useful life of at least two years, which has one or more of the following characteristics:

- A. It is depreciable using the IRS straight-line method;
- B. It prolongs the useful life of the rental structure;
- C. It replaces another capital improvement.

"Disaster" means an unforeseen combination of circumstances which creates great damage, loss or destruction. It includes, but is not limited to, fires, floods, earthquakes, accidents, or any situation requiring immediate action to prevent bodily injury or the loss of life or property.

"Landlord" means an owner of record, lessee or any other person or entity entitled to receive rent for the use or occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

"Rental unit" means any unit in any real property, including the land appurtenant thereto, rented or available for rent for residential use or occupancy, located in the city, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.

"Tenant" means any renter, tenant, subtenant, lessee or sublessee of a rental unit, or successor to a renter's or tenant's lease, or any group of tenants, subtenants, lessees, or sublessees of any rental unit, or any other person entitled to the use or occupancy of such rental unit.

(Ord. 221 § 2, 1998)

14.12.020: Displacements.

- A. If a tenant is forced to vacate his/her unit due to fire or other disaster, the landlord shall, within thirty (30) days of completion of repairs to the unit, offer in writing to the tenant the same unit under the same terms and conditions as existed prior to his/her displacement.
- B. The tenant shall have thirty (30) days from receipt of the landlord's offer to notify the landlord of acceptance or rejection of the offer and, if accepted, shall vacate the unit within forty-five (45) days of receipt of the landlord's offer.
- C. The loss of capital improvements which are necessary to prepare the damaged or destruction of the unit prior to re-renting the unit, which costs were not covered by insurance proceeds or by any other means such as not to cause an out-of-pocket loss to the landlord, may be passed through to the tenant by utilizing the capital improvement portion process as set forth in the rent stabilization and good cause for eviction ordinance and the rules and regulations promulgated thereunder. Any rent increase under this section requires that a thirty (30) day notice be served on the tenant.
- D. Any landlord who attempts to re-rent a unit, but fails or refuses to follow the foregoing procedure by offering the displaced tenant a first of refusal is liable to the displaced tenant for actual and punitive damages. This remedy is in addition to any other remedy available to the tenant under federal, state or local laws.

(Ord. 221 § 3, 1998)

Chapter 14.16: INCOME-BASED RENTAL HOUSING DISCRIMINATION

Sections:

14.16.010: Housing.

A. Prohibited Activity. It is unlawful for any person to do any of the following as wholly or partially based on source of income:

1. To interrupt, terminate, or fail to refuse to initiate to conduct any transaction in real property, including, but not limited to, the rental thereof, to require different terms for such transaction, or failure to represent that an interest in real property is not available for transaction;
2. To include in the terms or conditions of a transaction in real property any clause, condition or restriction;
3. To refuse or resist facilities, services, repairs or improvements for any tenant or house;
4. To make, print, publish, advertise or disseminate in any way, or cause to be made, printed or published, advertised or disseminated in any way, any notice, statement or advertisement with respect to a transaction in real property, or with respect to financing related to any such transaction, which unlawfully indicates preference, limitation or discrimination based on source of income. For purposes of this subsection, "source of income" means all lawful sources of income or rental assistance program, homeless assistance program, security deposit assistance program or housing subsidy program.

Source of income includes any requirement of any such program or source of income or rental assistance.

B. Prohibited Economic Discrimination. It is unlawful for any person to use a financial or income standard for the rental of housing that does either of the following:

1. Fails to account for any rental payments or portions of rental payments that will be made by other individuals or organizations on the same basis as rental payments to be made directly by the tenant or prospective tenant;
2. Fails to account for the aggregate income of persons residing together or proposing to reside together or an aggregate income of tenants or prospective tenants and their co-tenants or proposed co-tenants or proposed co-tenants on the same basis as the aggregate income of married persons residing together or proposing to reside together.

- C. Exceptions.
 1. Nothing in this chapter shall be construed to apply to the rental or leasing of any housing unit in which the owner or any member of her/his family occupies one of the living units and (1) it is necessary for the owner to use either a bathroom or kitchen facility common with the prospective tenant, or (2) the structure contains fewer than three dwelling units.
 2. Nothing in this chapter shall be deemed to permit any rental or occupancy of any dwelling unit or commercial space otherwise prohibited by law.

(Ord. 248 § 1, 2000)

14.16.020: Civil injunctive relief.

Any aggrieved person may enforce the provisions of this chapter by means of a civil injunctive action. Any person who commits, or proposes to commit, an act in violation of this chapter may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this section may be brought by any aggrieved person, by the city attorney, the district attorney, or by any person or entity which will fairly and adequately represent the interests of the protected class.

(Ord. 248 § 2, 2000)

14.16.030: Civil liability.

Any person who violates any of the provisions of this chapter who acts in the violation of any provisions of this chapter is liable for, and the court must award to the individual whose rights are violated, three times the amount of special and general damages, or, in the case of unlawful discrimination in the rental of a unit, three times the amount of one month's rent that the landlord charges for the unit in question. The court may award in addition thereto not less than two hundred dollars (\$200.00) but not more than four hundred dollars (\$400.00), together with attorney's fees, costs of action, and punitive damages. Civil actions filed pursuant to this section must be filed within one year of the alleged discriminatory act.

(Ord. 248 § 3, 2000)

14.16.040: Criminal penalty.

Any person who violates any provision of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished by a fine not more than one thousand dollars (\$1,000.00) or by imprisonment in the county jail for a period not exceeding six months, or both.

(Ord. 248 § 4, 2000)

14.16.050: Definition.

The word "person" as used in this chapter means any individual, firm, corporation, or other organization or group of persons however organized.

(Ord. 248 § 5, 2000)

Chapter 14.18: CONVERSION OF MOBILEHOME PARKS

*Footnote:
-§ 1
Editor's note - Ord. No. 344, § 1, adopted Dec. 2, 2011, repealed the former Ch. 14.18. §§ 14.18.010 - 14.18.050, and § 2 of Ord. No. 388 amended a new Ch. 14.18 and set out herein. The former Ch. 14.18 pertained to mobile subject matter and derived from Ord. 346, § 1, adopted 2007.*

14.18.010: Purpose and intent.

- A. A significant proportion of mobilehome residents are senior citizens, many of whom live on limited or fixed incomes. A majority of mobilehome residents in the City of East Palo Alto have significant personal and social ties to the community and virtually all mobilehome owners have made a substantial financial investment in their mobilehomes. Mobilehome owners in the City of East Palo Alto elected to make this financial investment in part to secure certain social as well as economic benefits they enjoy in close, secure physical surroundings. In addition, the cost and risk of potential damage in an event such as the cost of preparing a new site and meeting the code requirements for remodeling a mobilehome. Unlike other residents of the City of East Palo Alto who rent their dwelling units or even those who own their own homes, mobilehome owners cannot relocate easily when the City of East Palo Alto because of the security of mobilehome sites and/or cost of relocation. It is necessary that the provisions of the following sections be applied to mobilehome park subdivisions so that the potential adverse effects of a change in the form of ownership or use are prevented or minimized.
- B. Furthermore, the protection offered by [Section 14.18.010](#) of the East Palo Alto Municipal Code (Rent Stabilization and Just Cause Eviction Ordinance) is likely to be lost by a significant number of mobilehome park residents who are unable to afford to buy their mobilehome spaces.
- C. The state legislature has provided a basis for protecting mobilehome owners in the enactment of Government Code sections 64620, 64621, 64622 & 64623 and 64624, as well as the Mobilehome Parks Act located in the Health and Safety Code section 18000 et seq., and the Mobilehome Residency Law (MRL) found in the Civil Code section 798 et seq. These legislative sections are the basis for all mobilehome and mobilehome park regulations within the State of California and will be the basis for this chapter.

D. This chapter addresses the need for standards and procedures pertaining to mobilehome park conversions to resident ownership pursuant to Government Code sections 64627.5 and 64642.1 only.

E. In addition, this chapter is intended to implement state laws regarding the conversion of mobilehome parks to resident ownership; ensure that conversions to resident ownership are bona fide resident conversions in accordance with state law; maintain consistency with the housing goals and policies of the city's general plan and zoning ordinance; and ensure the public health and safety of residents of converted parks.

F. The city council finds that within the last few years, a growing number of mobilehome park owners in northern California and around the state have been converting their parks to so-called resident-owned conversions or subdivisions. The conversion exempts the parks from local rent control. Non-purchasing, low-income mobilehome owners, who cannot afford to buy their space, may continue to rent their spaces under the state rent control law that limits annual rent increases. However, non-purchasing residents who are not low-income lose their local rent control protection and may have their rents raised to market levels over four years. Significant concerns exist about deferred maintenance of the infrastructure and interior of the mobilehome parks and the burden of future maintenance and expenses that will become the responsibility of the park residents and homeowners' associations. Additionally, many mobilehome owners have made substantial investments in their homes. The physical removal of a mobilehome park is problematic, and can only be accomplished at substantial cost to the resident owners. There is also limited ability to find another location, which is now being exacerbated by parks in the greater Bay Area which are being converted from rentals to resident-owned.

A large number of people living in mobilehomes are elderly and/or low income. They depend a large portion of their income on rent and may not be able to afford other housing within the city. While some mobilehome parks may be converted to resident-owned parks, it appears that some of the parks are being converted merely to circumvent local rent control, generate affordable housing, and economically ease low-moderate income homeowners, many of whom cannot afford the asking prices for their spaces or condominium interests.

The following sections implement standards and procedures for changes in the ownership structure of a mobilehome park from a rental park to a resident-owned park, more commonly known as a conversion.

(Ord. No. 384, § 2, 12-2-2014)

7. The purchase price of a membership or partnership interest of Subchapter S, of the section has been determined as set forth herein provided, however, nothing herein shall preclude the applicant and membership owner from entering into a good faith settlement on the purchase price of the membership at any time.

a. The applicant and the membership owner shall each select one appraiser who is qualified to appraise the value of memberships, who shall prepare and submit an appraisal of the value of the membership.

b. Each party shall bear the cost and expense of the appraisal or appraisals, except that the applicant shall contribute five hundred dollars (\$500.00) to a membership owner for the owner's appraisal.

c. The parties shall exchange appraisals.

d. If the respondent's appraisal is less than ten percent (10%) higher than the park owner's appraisal, the purchase price shall be the average of the two appraisals; if the respondent's appraisal exceeds the park owners appraisal by ten percent (10%) or more, the parties or their appraisers shall select a third appraiser upon whom they shall mutually agree, who shall decide between the competing appraisals by offering a third appraisal.

e. If the parties or their appraisers are unable to agree upon a third appraiser, such appraiser shall be selected by the court, if the third appraisal is accepted by both parties, their appraisers, or the court, the purchase price of the membership shall be the amount stated in one of the two appraisals which is closest to the value assessed in the third appraisal. Costs and expenses of the third appraisal shall be borne equally by both parties.

f. Any appraiser identified as a disinterested, relevant subject matter appraiser shall determine the value of a membership, such appraiser shall determine the value of a membership without a payment made to the appraiser to attempt to influence the appraiser's estimate of the value caused by the fact of maintenance, delivery and restoration, except that there will be no upward adjustment for ordinary wear and tear.

7. Nothing herein shall preclude the parties from entering into a good faith settlement on the purchase price of the membership at any time. Notwithstanding the foregoing, the appraisal must be completed not later than ninety (90) days after the filing of the application.

14.19.100. - Relocation assistance—Mobilehome tenant.

1000: 1990, 2000, 2010, 2020, 2030, 2040, 2050, 2060, 2070, 2080, 2090, 2100

(D.C. Cir. 2015, 12-2-2014)

(Ord. No. 385, § 1, 12-2-2014)

(Ord. No. 385, § 1, 12-2-2014)

(Ord. No. 385, § 1, 12-2-2014)

2. If such application is

3. That the application does not comply with the requirements of this chapter, but that such noncompliance can be corrected without re-submitting the application. In such instance, the commission may condition the approval of the application upon amendment to the resolution and/or the specification of relocation assistance required by Subsections 8.10, and/or Section 13.10(a) of this chapter.

4. That the application does not comply with one or more requirements of this chapter and that such noncompliance cannot be corrected without re-submitting the application. In such instance, the commission shall indicate a specific step(s) the applicant is to complete in order to comply with all requirements of this chapter.

G. Where an exemption from relocation assistance is available for the subject of said assistance upon the reasonable use of the property pursuant to Subsection 8.10 of this chapter, the commission shall:

1. That the applicant shall not be exempt from relocation assistance obligations unless it has been shown that both the following are true: that the continued use of the property as a mobilehome park would eliminate substantially all reasonable use of such property; and that the cost of relocation assistance which would otherwise be required by this chapter for relocation assistance would eliminate substantially all reasonable use or economic value of the property for such use.

2. That the applicant shall be exempt from relocation assistance obligations, in whole or in part, because he or she has shown sufficient evidence that continued use of the property as a mobilehome park would eliminate substantially all reasonable use or economic value of such property; and the imposition of such obligations, in whole or in part, would eliminate substantially all reasonable use or economic value of the property. In making such determination, the commission may take into account the financial history of the mobilehome park, its condition and the condition of amenities and improvements therein, the cost of any necessary repairs, improvement or rehabilitation of such park, the estimated cost of relocation assistance, the fair market value of the property for the proposed estate sale, the fair market value of the property for continued use as a mobilehome park, the fair market value of the park when the park owner purchased the property, and other pertinent evidence presented. In rendering its decision, the commission shall have the power to eliminate or waive all or portions of any type of relocation assistance which would otherwise be applicable and

F. Where an exemption from relocation assistance has been approved for based upon bankruptcy proceedings pursuant to Subsection C, Sections 13.10(a) to 13.10(d) of this chapter, the commission shall make one of the following findings:

1. That the applicant or project shall be exempt from relocation assistance obligations, in whole or in part, because of court of competent jurisdiction has determined in connection with a proceeding in bankruptcy that a change of use of said property as a mobilehome park is necessary, and because such court has taken further action that would prohibit or preclude payment of such assistance, whether in whole or in part. In rendering its decision, the commission shall have the power to eliminate or waive all or portions of any type of assistance to the extent necessary to comply with the judgment, order or decree of the court or

2. That the applicant shall be exempt from any relocation assistance obligations based upon any action of a court of bankruptcy, because sufficient evidence has been shown that any such court has ordered the closure of use of said property as a mobilehome park, and that such court has prohibited or precluded the payment of any such assistance, or both.

(Ord. No. 385, § 1, 12-2-2014)

14.19.180. – Eminent domain.

In the event that there is an exercise of eminent domain by the city, which has the effect of a charge of use on one or more mobilehome sites, relocation assistance shall be provided by the city to mobilehome owners pursuant to the provisions of this chapter or the law of eminent domain, whichever provides the greater assistance.

(Ord. No. 385, § 1, 12-2-2014)

14.19.190. – Administration fee.

The city council may by resolution establish reasonable fees to cover any costs incurred by the city in implementing this chapter, to be paid by the park owner or applicant subject to the provisions of this chapter, in accordance with the limitations of Government Code section 55863.7(a) and subject to the limitations set forth in Government Code Section 66074(a).

1010, 1013, 363, 91, 1242-2014)

1.4.30.30 - Definition

(Ord. No. 3448), § 1, 7-19-2011).

14.20.040 - Senior housing policy

[illegible]

Editor's note—Ord. No. 365, § 1, adopted July 3, 2012, amended the Code by adding provisions numbered as Ch. 14.80. In order to avoid conflicts in the numbering of chapters the editor has renumbered the provisions added by Ord. No. 365 as Ch. 14.26.

14.24.000 = Vacancy rate.

A. No application for consideration of a tentative or preliminary parcel map for a subdivision to be created from a conversion, pursuant to the procedures set forth in the Zoning Ordinance for condominium conversions, may be filed with the city unless there is a vacancy rate of six (6) percent of the total housing inventory for San Mateo County as of the most recent determination pursuant to this Chapter.

B. No application may be filed for any building containing less than four (4) units.

(Ord. No. 355, § 11(A), 1, 7-3-2012)

No condominium conversion shall be approved unless all of the following are found:

- (Ord. No. 355, § 1)(Exh. 1), 7-3-2012)

All applications for a condominium conversion must meet the following building code standards, in addition to the standards required by Zoning Ordinance Chapter 29.5

- [Ord. No. 355, § 1](Exh. 1), 7-3-2012]

Any building or structure proposed to be converted from rental apartments to condominiums shall conform to or shall be found by the planning manager to be in substantial conformance with the development standard contained in East Palo Alto Zoning Ordinance Chapter 29.5, "Condominium Conversions" and with all standards, including off-street vehicular parking and bicycle parking, required of new multiple residential structures provided in the East Palo Alto Zoning Ordinance. Conditions may be imposed on the map to assure that the project is as nearly in conformance with design standards as practicable. The planning manager may exempt from the requirements of this paragraph conversions in which tenants residing in the building and representing eighty (80) percent or more of the units agree to purchase units or conversions carried out by a government agency or nonprofit organization for the purpose of providing, maintaining or developing housing for senior citizens or persons of low and moderate income.

14.24.070 - Notice requirements.

B. Notice of Intention to Convert to Current Tenants. In accordance with California Government Code section 66422.1(a) or any successor statute, at least sixty (60) calendar days prior to the time of the filing of an application for the conversion of rental units to a common interest development, the applicant shall send to each tenant of the rental units to be converted a notice in the form outlined in Government Code section 66422.3 or any successor statute:

The owner(s) of this rental development at (address) plans to file an application with the City of East Palo Alto to convert this rental development to a condominium/common interest development. You shall be given notice of each hearing for which notice is required pursuant to sections 66451.3 and 66452.5 of the Government Code, and you have the right to appear and the right to be heard at any such hearing.

[signature]

C. Notice of Intent to Convert to Prospective Tenants. Commencing at a date not less than sixty (60) calendar days prior to the submittal of an application for the conversion of rental units to a common interest development, the applicant shall give notice of such application to each person applying after such date for rental of a unit of the subject property immediately prior to the acceptance of any rent or deposit from the prospective tenant. The notice shall be in substantially the following form:

To the prospective occupants of _____

1992a]

1000

Inspector/tenant's signature _____

4. Any person who is not a member of the association shall be charged a fee of \$100.00.

- The amount due shall be paid at least one (1) month prior to the highest date of the tenant.
- The equivalent of three (3) months' rent, on the highest rent date by the tenant.
- The amount due shall be paid at least one (1) month prior to the highest date of the units.
- Notice that Applicant to Council has been submitted, within ten (10) calendar days after the submittal of an application for the conversion of rental units to a condominium/common interest development, the applicant shall send to each tenant, and provide to each person who becomes a tenant at any time subsequent under the East Palo Alto Municipal Code, East Palo Alto Zoning Ordinance and state law, including:
- That the owner of development in which the tenant resides has submitted an application to the city to convert the units to a condominium/common interest development, the said development was made, and if approved, that tenants will eventually be required to move unless they purchase a unit or qualify for and accept an offer of a lease as provided in this chapter.
 - A detailed description of the applicant's plans for relocation of tenants, relocation assistance, compliance with the sales and lease program for qualified low and moderate income tenants, and limitations on rent increases.
 - That an application for a public report has been submitted to the department of real estate and that such report will be made available upon request, in accordance with the provisions of California Civil Code section 6424.7(b) or any successor statute.
 - That each tenant will be given at least ten (10) calendar days prior written notice for the city for the application conversion of the date, time, date, and place of any hearing held on the application by the planning commission or city council and the availability of any staff report related to the hearing. The list of names and addresses of the residents of each unit in the conversion project provided by the applicant to the city shall be current as of the day of submittal and shall be certified as such by the applicant.
 - That each tenant will be notified in writing of the approval of the conversion, if it is approved, within ten (10) calendar days of such action.
 - That each tenant will receive ten (10) calendar days' written notification from the applicant that a final map for the conversion has been recorded and the implications of that filing.

1. Tenant's right to purchase and the terms thereof;
2. Tenant's right of notification to vacate with approximate date the unit is to be vacated by;
3. Statement of terms and conditions of tenancy;
4. Provisions for relocation and moving expenses; and
5. Other information as required by the department of community development.

[illegible]

validly existing lease or to

[Ord. No. 355, § 1] (Enr. 1).

1. ASSESSMENT: Tenants survey
 A survey of all the tenants in the conversion project indicating how long each tenant had been a resident of the project, why each tenant moved into the project, how long each tenant had planned to live in the project, whether or not each tenant would be interested in purchasing a unit within the price range estimated for the project, where each tenant would relocate if the conversion took place and the tenant did not purchase a unit, and the extent of tenant approval in principle of the conversion. To comply with this provision the applicant shall provide a questionnaire, in a form approved by the city, to each tenant with an envelope, postage prepaid, addressed to the department of community development. The questionnaire shall direct the tenant to return the completed form directly to the city. The city may establish and charge a fee to the applicant for the completion of the survey data.
 [Ord. No. 355, § 10(h), (1), 7-3-2012]

14,24,090 - Affordable housing mitigation fee

The 2010 United States Census identifies that nearly 20 percent more households rent than own housing in East Palo Alto than in the State of California and that 16.6 percent of East Palo Alto households have incomes below the federal poverty level, which is significantly higher than the 13.7 percent of California residents living below the poverty level. The comparatively high median value of owner-occupied housing (fourteen (14) percent higher in East Palo Alto than in the State of California) and the relatively low median household income of East Palo Alto residents, twenty (20) percent lower than incomes statewide, indicate that there is a need to offset the loss of affordable rental housing.

- To mitigate the loss of affordable rental housing resulting from conversion, the city shall apply an affordable housing mitigation fee to assist with the restoration, rehabilitation, or acquisition of permanently affordable rental housing in the city. The city may make the following findings related to the affordable housing mitigation fee imposed by this chapter:
- A. Conversions permitted by this chapter will diminish the supply of rental housing of moderate to low and very low income households, thereby creating undue hardships for low and very low income residents displaced by conversion, and will otherwise adversely affect the availability and cost of housing available to low and very low-income families throughout the city.
 - B. Affordable housing mitigation fees for rental units used as condominiums are defined as Sections 1801 of the Civil Code and Sections 17096 and 17092 of the Civil Code, which require the mitigation fee to be based on the replacement cost of the unit less the estimated market value of the unit at the time of conversion.
 - C. The city cannot avoid net permit conversion of rental units to condominiums or cooperatives, except that the adverse effects of such conversions can be offset by new very-low-income households in San Pablo City will be partially mitigated by the affordable housing fee described herein.
- B. Conversion of rental housing units to condominium units pursuant to this chapter shall be subject to the payment of an affordable housing mitigation fee, unless otherwise exempted. This fee shall be deposited into a city affordable housing fund. Units resulting from the application of the below market rate housing program provisions that shall be exempt from the affordable housing mitigation fee required by this chapter. The purpose of the fee is to mitigate the loss of affordability for low and very low income households that results from the conversion of rental apartment units to condominium units. The formula for calculating the new-based mitigation fee is as follows:
1. The costs of acquiring a unit as a condominium will be determined by adding monthly mortgage payments, taxes, and homeowner association's fees, and multiplying the sum by twelve (12). Mortgage payments will be calculated at the current (as of the conversion application) average fixed rate 30-year mortgage provided by the Federal Housing Administration, applied to ninety-five (95%) percent of the purchase price.
 2. Rental costs shall be the current rent of the unit at the time of filing of conversion applications for conversion under said ordinance multiplied by twelve (12) if the unit is owner-occupied or has been previously owner-occupied; it shall be the monthly rental fee comparable recently rented units within its San Pablo Area. "Comparable units" are defined as California Civil Code Section 1554(a)(2).
 3. The difference between the condominium ownership costs of the unit less the rental cost shall then be divided by the current fixed mortgage rate as set by the Federal Home Administration to determine the affordable housing mitigation fee.
- In the event a conversion unit with the affordable housing mitigation fee under this chapter shall have been actually paid by the city, the amount is questioned by the city or being unreasonably low or unreasonable/high based on comparable sales or other similar evidence, a must be supported by an objective credible appraisal performed by a certified residential appraiser (AS) licensed by the California Office of Real Estate Appraisers, with no financial or other tie to the proposed conversion project, appraisal or interest. If the appraisal is within 10% (ten percent) of the actual sales price, the cost of the appraisal shall be deducted from the total mitigation fee amount owed to the city.
- C. Fee Reduction
1. The affordable housing fee may be reduced or set forth in this chapter if the owner converting the property has agreed as part of the application to take future increases for the life of the property for any resident tenants at the time of conversion to no more than eighty (80%) percent of the increase in the Consumer Price Index for All Urban Consumers.
 2. The affordable housing mitigation fee for a unit that is occupied by a senior citizen or principal place of residence for at least five consecutive years immediately prior to the date of sale, including, as a senior citizen, shall be reduced by one hundred percent (100%) of the mitigation fee.
 3. A fee agreement, a lease agreement, or a deed of trust for the unit, indicating terms for payment of the affordable housing mitigation fee shall be submitted along with and implement the requirements of this chapter. The agreement shall be supplemented by a promissory note and deed of trust in favor of the city in an amount equal to the estimated affordable housing mitigation fee for each converted unit. The city shall agree to subordinate the deed of trust for the unit to the city's deed of trust for the unit.
 4. Refunding property being sold or used in it is requested pending the adequacy of its security. Upon completion of the fee for the unit, the city shall receive a refund of the promissory note and deed with the county recorder, along with any other documents that the city may request.

(Ord. No. 355, § 1)(Eff. 1), 7-3-2012)

14,24,100 - Tenant purchase assistance.

A. Sales Program for Qualified Low and Moderate Income Tenants. The primary purpose of the sales and lease program is to mitigate the special economic impact that the sale of the low and moderate income tenants' project has on the low and moderate income tenants living in the project before conversion. This special impact is to reduce the conversion project displacing these tenants while at the same time reducing the number of rental housing units in the market. The Displaced Low and Moderate Income tenants are more severely affected than other tenants and/or individuals because of their inability, in most cases, to purchase the converted unit, their resulting immediate need to find replacement housing, and their lesser financial ability to compete for the remaining available rental units in the market. The proposed sales and lease program addresses the problem by providing (ownership) opportunities for low and moderate income tenants, thereby taking tenants out of the rental market along with the converted unit, and by providing (rentable) leases for those tenants who cannot purchase, thereby retaining those units in the rental market for as long as the tenants are in need of them. A secondary purpose of the sales and lease program is to use condominium conversion projects as a source of low and moderate income ownership housing.

B. Program. The program shall offer for sale to all qualified low and moderate income tenants the unit in which each tenant resides at the time the unit permit for the conversion project is approved, or a comparable unit within the project, at a price which is affordable to the tenant. A "comparable unit" shall be a unit with the same floor plan, same amount of floor area (as measured in square feet) and the same amenities as the unit in which the tenant resides at the time the special permit is approved. The offer shall be made before or concurrent with the grant of the exclusive right to contract for the sale of the unit.

- The tenant shall not previously received assistance under this program
- a. The monthly payments of principal, interest, loan insurance fees, property taxes and assessments, fire and casualty insurance, property maintenance and repairs, utilities (including telephone service), and homeowner association fees and assessments associated with the unit it were to be sold without restrictions would exceed thirty three (33%) percent of the tenant's monthly income.
- b. The tenant's assets as defined in this section are no greater than the total amount required to pay the estimated closing costs and down payment on the unit; the amount mortgagee may pay on its month of the monthly payments designated as subject(s) to; and the fourth thousand dollars (\$5,000.00).
- c. The tenant has provided the city with the information substantiating the qualifying criteria set forth in this section, and has supported the information provided by sufficient affidavit or declaration to its own satisfaction.
- d. "Assets" means the value of the tenant's savings and any equity of stocks, bonds, real property, or other forms of capital investment. "Asset" does not include items reasonably necessary for the personal use of the tenant, such as personal effects, furniture, appliances and household items.
- i. References to the qualified tenant's asset and income include those assets and income of those persons eligible if they are age eighteen (18) years of age and older who are living with the tenant at a single housekeeping unit.
2. Definitions - 60%
- a. A person which is "affordable to rent" shall be measured at which the tenant can qualify for financing for the term for a minimum of thirty (30) years and for which the total monthly housing expenditures in the second year would not exceed thirty three (33%) percent of the tenant's monthly income. The applicant shall provide evidence that he or she will not be an applicant to sell the unit under this sales program at a price below the apartment market value of the unit at the time the application for a special permit under this section is filed.
- b. "Apartment market value" shall be the value of the unit as an apartment and not determined by either a single family detached appraisal or a listing of two independent objective appraisals. The appraisals shall be submitted to the planning manager not less than three (3) calendar days prior to the first public hearing on the special permit. The appraisals shall be made by two separate appraisers selected randomly by the planning manager from a list of names of qualified appraisers. Appraisement in appraising multifamily residential properties where all or either an active SRPA member in good standing of the American Society of Real Estate Appraisers, or an active SRA or SRPA member in good standing of the Society of Real Estate Appraisers, or an active ASRA (urban real estate member in good standing of the American Society of Appraisers), or a similarly qualified appraiser in good standing in a nationally recognized real estate appraisal institution or society with financial or other ties to the proposed conversion project, applicant or lender.
- c. The value determined by the independent objective appraisal(s) shall be binding on the city and the applicant. The applicant shall pay the fee(s) of the appraisers.
3. The qualified tenant shall have ninety (90) calendar days after the date on which the offer was made to accept the offer of sale. The tenant must also accept the offer within the offer's time frame to take action to receive the monetary financing. The applicant may offer for sale without restrictions. The tenant shall be entitled to the renewable lease agreements set forth in this chapter and to all other protections provided in this chapter.
4. Wherever it is said to be guaranteed under this section, the unit shall be encumbered by a second deed of trust securing an obligation in an amount equal to the difference between the sales price paid by the qualified tenant and the price at which the unit would have sold absent the requirements imposed by this section. The beneficiary under the second deed of trust shall be the applicant. The second deed of trust shall provide for the following:
- a. Simple interest on the amount secured shall accrue at a rate not exceeding five (5) percent per year.
- b. Neither principal nor interest shall be payable until the obligor secured by the second deed of trust has met his matured. The obligator shall mature when the unit is conveyed, transferred, leased, rented or otherwise alienated by the tenant; provided that, "conveyed," "transferred," "leased," "rented or otherwise alienated" shall not include changes of ownership described in sections 62.45, and 62.61 of the Revenue and Taxation Code.
- Qualifications Determined City
1. To determine which tenants qualify for assistance under this section, the applicant shall provide to the city, the names and addresses of all the tenants in the proposed conversion project. The city shall notify the tenants of the provisions of this section by mailing, at the applicant's expense, a notice to each households. The notice shall request that information necessary to determine which tenants qualify for assistance. The notice shall instruct the tenants to return to the department of community development within twenty (20) calendar days the information requested, supported by affidavits.
- Declaration under penalty of perjury that he is a truth and accuracy. Based on the information received, the planning manager shall determine which tenants qualify for assistance, shall notify those tenants, and shall submit their names to the applicant.
2. Except for name and address, the information supplied by tenant to the city under this section shall be held in confidence and shall not be disclosed to the public without the express consent of the tenant.
3. Failure of any tenant to receive the notice advising of the sales program shall not invalidate any proceedings conducted hereunder.

[Ord. No. 355, § 1(E)(1), 7-3-2012]

14,24,110 - Extended lease program.

A. The applicant shall unconditionally offer to each tenant who is terminally ill a written lifetime lease or, at the tenant's option, a lease for the term of the original lease but not the term paid by the tenant on the date that the notice of intent to convert was given; thereafter, the rent may be increased annually on the anniversary date of the lease, commencing with the first anniversary date provided, however, that the annual percentage increase in the rent shall not exceed eighty (80) percent of the Consumer Price Index (CPI) for All Items for All Urban Consumers for the San Francisco-Oakland Joint Area for the preceding calendar year, as that data is made available by the United States Department of Labor. The tenant provided by this section shall be provided by the applicant with the County Recorder and shall not be subordinated to any CDMAR provisions related to financial obligations or other liabilities.

B. The applicant shall unconditionally offer to each tenant who is elderly his or her right to age 65 years of age in the end of the calendar year in which that tenant's will is forced or disabled a written lease with no less than a five-year term to his or her rental unit. The lease shall include a two (2) year option to extend. The rent for the first year of the original lease shall be the rent paid by the tenant on the date that the notice of intent to convert was given; thereafter, the rent may be increased annually on the anniversary date of the original lease or any extension, commencing with the first anniversary date provided, however, that the annual percentage increase in the rent shall not exceed eighty (80) percent of the Consumer Price Index (CPI) for All Items for All Urban Consumers for the San Francisco-Oakland Joint Area for the preceding calendar year, as that data is made available by the United States Department of Labor. The lease required by this section shall be recorded by the county recorder and shall not be subordinated to any CDMAR provisions related to financial obligations or other liabilities.

C. The applicant shall unconditionally offer to each qualified low- or moderate-income tenant who does not purchase a unit under the tenant assistance program a written lease for a term of three (3) years or the unit with which the tenant resides for a comparable unit within the project at the same price as approved. A "qualified unit" shall be a unit with the same floor plan, same number of rooms and is measured as required and the same amenities as a unit in which the tenant resides at the time the unit was purchased. Each lease for a qualified unit, low- or moderate-income tenant shall be recorded by the county recorder and shall not be subordinated to any CDMAR provisions related to financial obligations or other liabilities. The rent for the first year of the original lease shall be the rent paid by the tenant on the date that the notice of intent to convert was given; thereafter, the rent may be increased annually on the anniversary date of the lease, commencing with the first anniversary date provided, however, that the annual percentage increase in the rent shall not exceed eighty (80) percent of the Consumer Price Index (CPI) for All Items for All Urban Consumers for the San Francisco-Oakland Joint Area for the preceding calendar year, as that data is made available by the United States Department of Labor. The lease required by this section shall be recorded by the county recorder and shall not be subordinated to any CDMAR provisions related to financial obligations or other liabilities.

D. Leases of at least six (6) months.

F. Each extended lease shall further provide that the tenant shall have no reversion or right to assign the lease, or to rent or sublease the premises or any portion thereof, and that upon the death of the tenant, unless the person in the unit is a surviving spouse not named in the lease, the lease shall terminate. Any

Any tenant who has paid

If temporary relocation of assets

(Ord. No. 355, § 1)(Exh. 1), 7-3-2012)

A tenant who, at the time of the notice of intent to convert is filed with the city, is a low or very low income tenant, a disabled or elderly tenant or terminally ill tenant, or who is a single head of household with minor children, shall be entitled to receive an additional payment of two thousand five hundred dollars (\$2,500.00). If more than one additional payment category applies, the owner shall provide payment for each category.

3. Commencing April 1, 2012 the relocation payments specified in this section shall increase annually at the rate of increase in the Consumer Price Index (CPI) for All Items for All Urban Consumers for the San Francisco-Oakland-San Jose Area for the preceding calendar year, as that data is made available by the United States Department of Labor.

C. Time of Payment. The relocation fee shall be paid to any tenant who vacates the apartment unit at the time he or she vacates.

(Ord. No. 355, § 16(b), 1/3/03)