

## Thao, Sheng

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**From:** bgeiser <bgeiser@lmi.net>  
**Sent:** Monday, February 08, 2016 6:37 PM  
**To:** McElhaney, Lynette; Campbell Washington, Annie; Reid, Larry; At Large  
**Cc:** Marqusee, Alexander G.; English, Jamila A.; Thao, Sheng  
**Subject:** Tues Feb 9 CED Cmte mtg - Item #4: proposed Amendments to the Ellis Act Ordinance

Oakland City Hall  
1 Frank H. Ogawa Plaza  
Oakland, CA 94612

**Attention:** Councilmembers, CED Committee members:  
Lynette Gibson McElhaney, district 3  
Annie Campbell Washington, district 4  
Larry Reid, district 7  
Rebecca Kaplan, at-large

**Regarding:** Tuesday February 9 CED Committee Meeting. **Item #4:** proposed Amendments to the Ellis Act Ordinance

Very few residents of Oakland know of the entire universe of ordinances and measures surrounding their limited renter "protections". Very few even know of the Rent Adjustment Program. This particular proposed amendment refers to at least two other "articles". The City Administration should provide a brief synopsis of what currently exists so residents can know what they might need to chase down. The following is a good outline:

Oakland Municipal Code (O.M.C.)

**Title 8 - Health and Safety**

**Chapter 8.22 RESIDENTIAL RENT ADJUSTMENTS AND EVICTIONS**

**Article I - Rent Adjustment Ordinance & Regulations.** 8.22.010-200

**Article II - Just Cause for Eviction Ordinance & Regulations.** 8.22.300-390

**Article III - Terminating Tenancy to Withdrawal Residential Units from the Rental Market.** 8.22.400-480 (aka the Ellis Act element)

**Article IV - Rent Program Service Fee.** 8.22.500

**Article V - Tenant Protection Ordinance.** 8.22.600

**Chapter 8.23 EVICTION FOR NUISANCE AND ILLEGAL ACTIVITY**

Also, the City Administration needs to let Oakland residents know that if they want to access any regulations, they are NOT included on the MuniCode website.

The following are responses to specific portions of the proposed ordinance changes:

**SECTION 1. Modification of Chapter 8.22 of the Oakland Municipal Code.**

**Chapter 8.22 - Residential Rent Adjustments and Evictions**

**Article III - Terminating Tenancy to Withdraw Residential Rental Units from the Rental Market**

**8.22.420 - Application of Article III.**

**A. 1. The rental units (as defined in O.M.C. 8.22.020) ...**

This reference is a dead-end. There is no definition of "rental unit" in the RAP Ordinance definitions (O.M.C. 8.22.020).

**8.22.450 - Relocation payments**

**H. The regulations may provide procedures for escrowing disputed relocation funds.**

Do regulations currently exist? These are never provided on the MuniCode.

**8.22.460 - Re-offering withdrawn units for rent.**

**8. Re-Offering Withdrawn Units for Rent Within Two Years of Withdrawal.**

Is "8." supposed to be "B."? The "logic" of this portion suggests yes. Proper indentation is needed to align with the adjacent capital letters.

Regarding the subsections to this, they are hardly punishment. Think of what it takes to find a replacement apartment – probably in a different city. Think of the whole psychological drama of destroying the links within a community and the hopeful search for a new job in a new city. Then, imagine the property owner deciding within 2 years after evicting to re-rent the property. How many previous renters will even know of the re-renting or be able to contest this? Will they be able to come back to fight this in court and then be able to give up a supposed new job in a different city to return to their previous apartment to maybe find new employment?

**C. Re-Offering Withdrawn Units for Rent Within Five Years of Withdrawal.**

What a bizarre rule. If less than 2 years, then there is the vague possibility of prosecution by an assumed over-worked City Attorney's office. If between 2 to 5 years, then merely the "penalty" of having to rent at the previous rent PLUS the annual Consumer Price Index. This is hardly a penalty for clearing a building, knowing most of those folks will have been forced out of area and may or may not continue to give notice of change of address.

Let's presume new renters move in after the "re-renting". Who will enforce the previous rent for renters new to the building? The City will make no effort. The City & County of San Francisco doesn't either. It's on the honor system and we know how honorable the rentier tend to be.

**D. Re-Offering Withdrawn Units for Rent Within Ten Years of Withdrawal.**

To add to the confusion, from ZERO to 10 years, it must be offered to the previous renter at the previous rent plus the annual Consumer Price Index and there is a penalty of 6 months of the previous rent. "D." also repeats what is listed under "C." the 5 year portion. Why?

**E. Demolition of Withdrawn Units and Construction of New Units.**

The City grants a benefit to speculators on removing rental units under the limited coverage of the Rent Adjustment Program arbitration system and replacing those units with NEW construction to be exempt from the arbitration system. This is one of the many displacement systems the City uses to attack its own residents.

**F. Application of Withdrawal Constraints to Subsequent Owner.**

**3. A person who acquires title to the real property subsequent to the date ...**

If the Rent Adjustment Program is negligent in recording this change of title with the county before the sale of the property, then the evicted renters lose their right to return. This is the perfect set-up for middlemen or shell companies to clear residential rental buildings built before 1983 and "covered" by the Rent Adjustment Program for the purpose of flipping them to a different company to be re-rented.

As horrible as that could be, there is the base situation in which the existing housing stock – some of it "affordable" – could be demolished to be replaced by new construction which would not be covered by the limited provisions provided by the Rent Adjustment Program.

All of **"8.22.460 - Re-offering withdrawn units for rent"** needs to be re-thought with a notion of practicality applied.

At the December 15, 2015 meeting of the CED Committee, rental activists addressed the following issues that need to be included in the proposed amendments:

1. The failure of the rentier to pay the eviction payment is a defense of the renter against eviction. That second payment MUST be handed in person at the move-out.
2. This process MUST be recorded with the Rent Adjustment Program and as necessary with the county.
3. The security deposit is a separate item and must be delineated as such. If evicted through the Ellis Act, the renter MUST also be handed the security deposit in person. The purpose of the security deposit is now defunct as the purpose of the Ellis Act eviction is to allow the rentier to remove the residential rental units from the rental market.
4. I would also like to address the following issue based on the new staff suggestion. Though they have struggled to provide some logic, the city administration has now reduced the relocation payment to studio & one-bedroom units and has provided tiers based on the number of bedrooms. I agree that providing a tiered system is appropriate *IF* there are occupants for those additional bedrooms. However, there is an issue of fairness, rental activists have been arguing for years to have the Rent Adjustment Program provide a proportional system for rent increases. Currently, smaller units are punished and forced to subsidize the larger units when things like Capital Improvements are passed through – they all pay the same amount. This effectively acts as a mechanism forcing self-evictions from the renters of the smaller units (studios, etc.). If this tiered system of relocation payments is to be implemented, then it must also be included for all methods of passing through rent increases.

I am absolutely NOT in favor of reducing the previously proposed low \$8,000 amount for studios & one-bedrooms. The \$8,000 must be the base amount and then provide tiers upwards from that.

brian geiser  
Oakland resident, council district 3

**Thao, Sheng**

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**From:** bgeiser <bgeiser@lmi.net>  
**Sent:** Tuesday, February 02, 2016 5:59 PM  
**To:** Thao, Sheng  
**Subject:** for Wed 11:30am mtg - thoughts regarding proposed Amendments to the Ellis Act Ordinance

This is the basis for a draft for approval from my colleagues in the Oakland Tenants Union. They have not had appropriate time to include their thoughts so the following shall currently be considered solely my thoughts. Our intention is that the first goal is to discuss the proposed amendments to the HRRRB and this item. Then we hope to broaden the conversation to other issues surrounding Title 8, Chapter 8.22.

CED Cmte **agenda** link: <https://oakland.legistar.com/View.ashx?M=A&ID=457550&GUID=C9C5A425-76FA-4B73-B43D-70E5D7F112F9>

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