

**Attachment 2**  
**Proposed Eviction and Harassment Protection Ordinance Elements**

**(1) Exemptions**

- a) Two unit residence where the landlord lives in one unit and the landlord has occupied the unit for 12 months and is not absent for a total of 2 months in the 12 month period.
- b) Government Owned Housing Units
- c) Non-Profit Owned Housing Units
- d) Transient or tourist hotel occupancy
- e) Housing accommodations in nonprofit hospital, convent, monastery, church, religious facility or extended care facility
- f) Owner occupied units with no more than two bedrooms rented to boarders

**(2) Allowable Grounds for Eviction**

- a) Failure to pay rent
- b) Substantial breach of rental agreement
- c) Nuisance
- d) Illegal use of the unit
- e) Termination of the rental agreement and tenant refuses to execute a written extension for materially the same terms
- f) Tenant has, after proper written notice to cease, refused the landlord access to the unit
- g) Unapproved sub-tenant
- h) Owner move-in or relative with one degree of kinship (must remain owner/kin occupied for 2 years)
- i) Demolition
- j) Landlord is withdrawing unit from rent or lease
- k) Health and Safety reasons for removal from rental market (with possible right to reoccupy)
- l) To carry out necessary capital improvements or rehabilitation (with possible right to reoccupy)

### **(3) Relocation Payments**

In the amount of:

- First and last month's deposit at market rate for a comparable unit in local market
  - Security deposit not to exceed current monthly rent
  - Moving expenses, not to exceed one months rent (at current rent)
  - An additional 1 month rent (at current rent) for each 30 days in which relocation payment is not made after the tenant has vacated the unit
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- a) For owner move-ins
  - b) Withdrawal of the unit
  - c) Demolition
  - d) Health and safety (with right to return once unit is placed back on the rental market --excluding when the unit was removed from the rental market because of acts of God
  - e) Rehabilitation (with right of return once the unit is placed back on the rental market.)

### **(4) Defense to the eviction**

- a) Landlord is not current on Emeryville Business License fees and other state and federal fees and taxes or has not submitted fees and taxes that are "true and correct"
- b) Landlord occupied exemption not valid because landlord does not reside in the unit for 10 or more months a year
- c) Tenant not properly given notice of tenant rights
- d) City Clerk not properly noticed
- e) Landlord acceptance of the rent subsequent to the eviction notice.

**(5) Tenant Harassment Protections**

- a) Interrupt or fail to provide housing services ( or threat to do so)
- b) Fail to perform repairs and maintenance
- c) Fail to exercise due diligence in completing repairs
- d) Abuse of owners right to access
- e) Remove from rental unit personal property
- f) Influence or attempt to influence tenant to vacate through fraud, intimidation or coercion (including threatening on basis of immigration status)
- g) Offer payments to a tenant to vacate (more than once in a 6 month period)
- h) Threaten the tenant, by word, gesture or by physical harm
- i) Interfere with tenants right to quiet use and enjoyment of rental unit
- j) Willful Failure to accept or acknowledge receipt of the tenant lawful rent payment
- k) Willful Failure to cash rent check for over 30 days
- l) Interfere with tenant's right to privacy
- m) Request information that violates the tenant's right to privacy
- n) Other repeated acts or omissions
- o) Failure to provide a utility or other amenity promised under the lease.
- p) Retaliation against tenant because of the tenant's exercise of rights under the Tenant Protection Ordinance

**(6) Notice to Tenants of their Rights**

- a) At lease up or lease renewal
- b) Within 30 days of ordinance in effect
- c) With Eviction Notice
- d) Within 30 days when the ordinance has a substantial amendment as defined by the City

**(7) Civil Remedies**

- Enforced by Aggrieved Tenant
- Injunction
- Damages
- City's ability to sue under the ordinance