



CSFRA TENANT BUYOUT DISCLOSURE FORM

This residential unit is subject to the City of Mountain View Community Stabilization and Fair Rent Act.

Date: \_\_\_\_\_
Address: \_\_\_\_\_
Unit Number(#): \_\_\_\_\_
Tenant Name(s)\*: \_\_\_\_\_

This form provides notice to tenants of their rights under the City of Mountain View's Community Stabilization and Fair Rent Act regarding offers to vacate a rental unit in exchange for compensation by the landlord.

A tenant has the following rights when considering whether to accept a landlord's buyout offer:

- 1. The right to refuse. The tenant may refuse any buyout offer and the landlord is prohibited from retaliating for refusing the offer.
2. The right to a translation of the disclosure form and buyout agreement. The tenant has the right to request the landlord provide a copy of the disclosure form and buyout agreement in the language in which the rental housing agreement was negotiated or written.
3. The right to consult an attorney and/or the Housing Helpline. The tenant has the right to consult with an attorney or contact the Rental Housing Committee Housing Helpline before deciding whether to accept a buyout offer.
4. A ten day right to cancel. Both the tenant and the landlord have the right to cancel the buyout agreement within 10 calendar days after it is fully executed.
5. An extended right to rescind. The tenant may rescind the buyout agreement at any time if the buyout agreement does not meet the requirements of the CSFRA regulations or the landlord failed to provide this disclosure form.
6. Filing requirement. The landlord must file notice of the execution of a buyout agreement, along with this signed Tenant Buyout Disclosure form, with the Rental Housing Committee within 15 calendar days from the date the agreement is executed.

Payments may be taxable. Tenants should be aware that a buyout payment may be taxable as income, and they should seek advice from someone qualified to answer questions about possible tax implications.
Market Rents. Market rate rents in the area might be significantly higher than your current rent and you may wish to check rents for comparable rental units before entering into a buyout agreement.
Public Records: Certain information related to buyout agreements submitted to the City may be public, after redaction of personal information.

Este formulario está disponible en español y mandarín
此表格有西班牙语和中文版本



**Rent Increases limited under the CSFRA.** Rent increases for Covered Units can only be charged once per 12 months in accordance with the Annual General Adjustment (“AGA”) as set by the Rental Housing Committee. For 2018 the allowed rent increase is limited to 3.6%

**Just Cause Termination Notices under the CSFRA.** The CSFRA limits the reasons for which a landlord can issue termination notices (“Just Cause” evictions), including: failure to pay rent, breach of lease, nuisance, criminal activity or failure to give access. Necessary repairs, owner move-in, withdrawal of the property from the rental market and demolition are also just causes for eviction and in these instances a landlord may be required to provide tenant relocation assistance, or where applicable offer first right of return to a terminated tenant.

**Legally mandated relocation payments and first right of return under the CSFRA and TRAO.** The CSFRA and the Tenant Relocation Assistance Ordinance require that landlords make relocation payments to their tenants under certain circumstances in which tenants are displaced or evicted through no fault of the tenant. Tenants also have a right to return after certain no-fault evictions, such as code compliance repairs or Ellis evictions if the unit is re-rented. These legally mandated relocation payments are not buyout agreements and do not limit the scope and applicability of buyout agreements in any way. Tenants and landlords with questions about whether a relocation payment may be required by law and what amount is mandatory may contact the Rental Housing Committee for more information.

### Tenant Relocation Assistance Amounts per Household Q4 2018

|   | Studio  | 1-Bedroom | 2-Bedroom | 3-Bedroom |
|---|---------|-----------|-----------|-----------|
| Average Comparable Rent in MV   | \$2,062 | \$2,583   | \$3,270   | \$3,855   |
| TRAO Assistance Base Amount for Household income < 120% AMI                                 | \$6,078 | \$7,749   | \$9,810   | \$11,565  |
| TRAO Special Circumstances:<br>Seniors 62 and up, disabled, legally dependent children < 18 | \$3,389 | \$3,389   | \$3,389   | \$3,389   |

### Average Median Income per Household Size 2018

| Household Size | 1         | 2         | 3         | 4         | 5         | 6         |
|----------------|-----------|-----------|-----------|-----------|-----------|-----------|
| 120% AMI       | \$105,200 | \$120,200 | \$135,250 | \$150,250 | \$162,250 | \$174,300 |

### Declaration of Landlord

*I declare under penalty of perjury under the laws of the State of California that I have given copy of the Tenant Buyout Disclosure Form to the Tenant(s) immediately prior to making a buyout offer:*

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

### Acknowledgement of Tenant(s)

*I verify that I have received a copy of the Tenant Buyout Disclosure Form under the CSFRA regarding buyout offers and agreements:*

Tenant Signature(s): \_\_\_\_\_

Print Name(s): \_\_\_\_\_

Date: \_\_\_\_\_