Attachment 1

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF MOUNTAIN VIEW
REPEALING CHAPTER 36, ARTICLE XIII (TENANT RELOCATION ASSISTANCE) OF THE MOUNTAIN VIEW CITY CODE, AMENDING CHAPTER 46 OF THE MOUNTAIN VIEW CITY CODE TO CHANGE THE TITLE AND ADD A NEW ARTICLE GOVERNING TENANT RELOCATION ASSISTANCE, AND FINDING THAT THESE CODE AMENDMENTS ARE NOT SUBJECT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

THE CITY COUNCIL OF THE CITY OF MOUNTAIN VIEW DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. Findings. The City Council hereby makes the findings pursuant to Section 36.52.70 of the Mountain View City Code.

a. **The proposed amendment is consistent with the General Plan**. The proposed amendments, which will result in the enactment of more comprehensive tenant relocation assistance requirements, are consistent with the General Plan vision of providing for the needs of all Mountain View residents and balancing preservation with innovation.

b. **The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City**. The proposed amendments are not detrimental to the public interest, health, safety, convenience, or welfare of the City because these amendments result in the enactment of more comprehensive tenant relocation assistance requirements to help mitigate the health, safety, and economic impacts on residents who are temporarily or permanently displaced from their homes through no fault of their own.

c. **The proposed amendments are in compliance with the provisions of the California Environmental Quality Act (CEQA)**. Pursuant to California Code of Regulations section 15060(c)(2), these code amendments are not subject to the California Environmental Quality Act ("CEQA") because they will not result in a direct or a reasonably foreseeable indirect physical change in the environment as the proposed amendments do not approve any particular project and do not change land use designations.

SECTION 2. Repeal of Chapter 36, Article XIII, Tenant Relocation Assistance. Article XIII (Tenant Relocation Assistance) of Chapter 36 of the Mountain View City Code is hereby repealed.

SECTION 3. Code Amendments. Chapter 46 of the Mountain View City Code is amended to

add, delete, or modify its title, sections, subsections, and provisions as set forth below. Section titles are shown in **bold** font, additions are shown in red underline font and deletions are shown by ~~strikethrough~~ font. Provisions that are not shown in underline or strikethrough font are not changed.

CHAPTER 46 HOUSING ~~MOBILE HOME RENT STABILIZATION~~

ARTICLE I – MOBILE HOME RENT STABILIZATION

SEC. ~~46.1.~~ 46.1.5 Findings.

a. There are six (6) mobile home parks with a total of one thousand one hundred thirty (1,130) spaces located within the incorporated area of the City of Mountain View. Mobile homes comprise about three (3) percent of the housing units in the City of Mountain View.

b. In recent years, rent increases in some of the City of Mountain View mobile home parks have substantially exceeded the percentage increase in the Consumer Price Index (CPI), resulting in significant burdens for some mobile home residents.

c. A significant portion of mobile home residents are senior citizens, with limited or fixed incomes, who have chosen a mobile home park as their retirement home.

d. Mobile home residents can be particularly vulnerable to rent increases because ownership is commonly divided between two (2) parties, with one (1) party owning the home and another party owning the land. The mobile home owner usually owns only the housing unit and rents a site in a mobile home park on which to place the home. This division of ownership impacts the overall affordability of mobile homes because the cost of living in a mobile home depends not only on the cost of the home, but also on the rent charged by park owner.

e. Mobile home residents that do not own their home but instead rent it from a park owner or an individual home owner in a mobile home park are also subject to rent increases and at risk of displacement because neither state nor local law currently provide eviction protections for these tenants, although mobile home residents who rent spaces and apartment tenants both receive just cause for eviction protections.

f. The Community Stabilization and Fair Rent Act currently does not regulate rental amounts or rent increases for mobile homes or mobile home spaces, and the City of Mountain View does not otherwise regulate or control such rents.

g. The city council finds and declares that it is necessary to protect mobile home residents from unreasonable rent increases, while at the same time protecting the rights of park owners and mobile home landlords to receive a fair return on their property and rental income sufficient to cover increases in the costs of repairs, maintenance, insurance, employee

services, additional amenities and other costs of operation.

SEC. ~~46.2.~~ 46.1.10 Definitions.

a. "Annual general adjustment" shall be equal to the amount announced by the rental housing committee as provided for in this Chapter.

b. "Base rent" is the reference point from which the lawful rent shall be determined and adjusted in accordance with this Chapter.

1. The base rent for tenancies that commenced on or before March 16 of the base year shall be the rent in effect on that date.

2. The base rent for tenancies that commenced after March 16 of the base year shall be the initial rental rate charged upon initial occupancy, provided that amount is not a violation of this Chapter or any provision of state law. The term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy.

c. "Base year" shall be the calendar year of 2021.

d. "Capital improvement" means the addition, substantial repair or replacement of any improvement to a mobile home space or housing services within the geographic boundaries of a mobile home park that materially adds to the value of the mobile home park and appreciably prolongs its useful life or adapts it to new uses, and that is of the same type of improvement as those allowed to be amortized over the useful life of the improvement in accordance with the Internal Revenue Code and its regulations.

e. "Committee" means the rental housing committee as set forth in Section 1709 of the Community Stabilization and Fair Rent Act (Charter Article XVII).

f. "Communal facilities" means those services and facilities within the mobile home park that mobile home residents are entitled to use, including, but not limited to, any private roads or rights-of-way, clubs or clubhouses and each other common area facility that is open or available to mobile home residents of the mobile home park.

g. "Hearing officer" means an official appointed by the committee to conduct an investigation or administrative hearing pursuant to this Chapter.

h. "Housing services" means any benefit, privilege or facility connected with the use or occupancy of a mobile home space and shall include a proportionate part of access to and services provided to communal facilities.

i. "Individual rent adjustment" means an adjustment to the otherwise lawful rent authorized

by a hearing officer or the committee pursuant to this Chapter.

j. "Mobile home" has the same meaning as the definition of "mobilehome" defined in California Civil Code Section 798.3, as it may be amended from time to time, or a successor code section.

k. "Mobile home landlord" means the person(s) or entity(ies) that lawfully owns a mobile home and rents, including each manager, agent and representative authorized to act on behalf of the owner or operator, as well as the predecessor and any successor-in-interest to the landlord.

l. "Mobile home owner" means a person who owns a mobile home and is also renting a mobile home space in a mobile home park under a space rental agreement with the park owner, which may include the use of services of the mobile home park and other amenities.

m. "Mobile home park" has the same meaning as the definition of "mobilehome park" defined in California Civil Code Section 798.4, as it may be amended from time to time, or successor code section.

n. "Mobile home rental agreement" means a lease or other oral or written agreement between the mobile home landlord and mobile home tenant establishing the terms and conditions of the tenancy.

o. "Mobilehome Residency Law" means California Civil Code Sections 798 through 799.11, as it may be amended from time to time.

p. "Mobile home space" means the lot or space of land in a mobile home park, where a mobile home is or may be located, as well as the right or license to access that space or lot and any other communal facilities in the mobile home park.

q. "Park owner" means the person(s) or entity(ies) that lawfully owns and/or operates a mobile home park, including each manager, agent and representative authorized to act on behalf of the owner or operator, as well as the predecessor and any successor-in-interest to the owner.

r. "Petition" means a request for an individual rent adjustment pursuant to this Chapter.

s. "Rent" means the sum of all periodic payments and all nonmonetary consideration provided to a park owner for the use or occupancy of a mobile home space or a mobile home landlord for the use or occupancy of a mobile home, access to and from the mobile home space and any communal facilities and housing services, including, but not limited to, the fair-market value of goods accepted, labor performed or services rendered. Rent excludes:

    1. Any incidental reasonable charges for services actually rendered in accordance with

California Civil Code Sections 798.31 and 798.32 as they may be amended or successor code sections;

2. Any separately billed utility fees and charges, which shall not be deemed to be rent charged for a mobile home space in accordance with California Civil Code Section 798.41 as it may be amended or successor code section; and

3. Any fee, assessment or charge paid pursuant to California Civil Code Section 798.49(a), including any actual fee or cost imposed by a local government pursuant to California Civil Code Section 798.37 as it may be amended or successor code sections.

t. "Space rental agreement" means a lease or other oral or written agreement between the mobile home park owner and mobile home owner establishing the terms and conditions of the tenancy.

u. "Tenancy" means the legal relationship created by a space rental agreement with a park owner for use or occupancy of a mobile home space, or the legal relationship created by a mobile home rental agreement with a mobile home landlord, for use or occupancy of a mobile home in a mobile home park.

v. "Written notice to cease" means a written notice provided by a mobile home landlord that gives a tenant an opportunity to cure an alleged violation or problem prior to service of a notice to terminate tenancy. Any written notice to cease must:

1. Provide the tenant a reasonable period to cure the alleged violation or problem;

2. Inform the tenant that failure to cure may result in the initiation of eviction proceedings;

3. Inform the tenant of the right to request a reasonable accommodation;

4. Inform the tenant of the contact number for the committee; and

5. Include sufficient details about the conduct underlying the written notice to cease that allow a reasonable person to comply.

SEC. ~~46.3.~~ 46.1.15 Application.

a. This chapter applies to all park owners that rent mobile home spaces and mobile home landlords that rent mobile homes in mobile home parks in the city, unless an exemption defined below is applicable.

b. This chapter regulates both the rental of a mobile home space and the rental of a mobile home in a mobile home park, whether rented together or separately.

SEC. ~~46.4.~~ 46.1.20 Exemptions.

a. In accordance with California Civil Code Sections 798.45 and 798.7, each newly constructed space initially held out for rent after January 1, 1990 is fully exempt from this Chapter.

b. A tenancy for a mobile home space that is created by a qualifying lease agreement in excess of twelve (12) months' duration that meets the criteria identified in California Civil Code Sections 798.17(b)(1) through 798.17(b)(5), as those sections may be amended, is a temporarily exempt tenancy, which tenancy and the mobile home space to which it pertains are generally exempt from this Chapter, unless and until the mobile home space is no longer subject to:

   1. A lease agreement meeting the criteria of California Civil Code Section 798.17(b) or successor code section;

   2. An extension of a lease agreement meeting the criteria of California Civil Code Section 798.17(b) or successor code section; or

   3. A new lease agreement meeting the criteria of California Civil Code Section 798.17(b) or successor code section.

c. A mobile home space that is not used and not occupied as a principal or primary residence by the mobile home owner or a tenant of a mobile home landlord is temporarily exempt unless and until the mobile home space is used and occupied as a principal or primary residence, in accordance with California Civil Code Section 798.21 or successor code section.

SEC. ~~46.5.~~ 46.1.25 Stabilization of rents.

a. It shall be unlawful to demand, accept, receive or retain rent for a mobile home space or a mobile home in excess of the base rent plus any increases that are authorized by this Chapter, unless the tenancy or mobile home space is exempt.

b. The annual general adjustment shall be equal to sixty percent (60%) of the annual percentage increase from February to February in the Consumer Price Index for all urban consumers (CPI-U) for the San Francisco-Oakland-Hayward region, or any successor designation of that index, as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics.

c. The base rent for a tenancy for a mobile home or a mobile home space shall be the monthly rent in effect on March 16 of the base year.

d. Rent may be increased only once in any twelve (12) month period starting September 1, 2022.

1. Rent for an existing tenancy of a mobile home or a mobile home space may only be increased under an annual general adjustment or an approved petition for upward adjustment.

2. Upon commencement of a new tenancy of a mobile home space, the maximum rent for the mobile home space may only be increased by an amount no greater than one hundred percent (100%) of the annual percentage increase from February to February in the Consumer Price Index for all urban consumers (CPI-U) for the San Francisco-Oakland-Hayward region, or any successor designation of that index, as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, more than the last lawful rent applicable to the mobile home space; provided, however, that the park owner shall be permitted to set the base rent for a new tenant without regard to the last lawful rent applicable to the mobile home space following:

   (a) The legal termination of a mobile home owner's tenancy in compliance with the Mobilehome Residency Law;

   (b) Abandonment of a mobile home in place on a mobile home space; or

   (c) When a commercial purchaser replaces a mobile home with a new or different mobile home.

3. Upon commencement of a new tenancy of a mobile home, the mobile home landlord may establish the maximum rent for the mobile home.

e. A park owner or mobile home landlord that collected rent in excess of the base rent after March 16 of the base year and prior to the effective date of this Chapter shall be liable to the tenant for any corresponding overpayment, and the rent shall be adjusted to reflect the lawful rent allowed pursuant to this Chapter and any implementing regulations adopted by the committee.

SEC. ~~46.6.~~ 46.1.30 Rent increases pursuant to annual general adjustment.

a. The committee shall announce the amount of the annual general adjustment no later than June 30 each year.

b. The annual general adjustment shall be equal to sixty percent (60%) of the annual percentage increase from February to February in the Consumer Price Index for all urban consumers (CPI-U) for the San Francisco-Oakland-Hayward region, or any successor designation of that index, as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics.

c. In no event shall the annual general adjustment be more than three percent (3%). If the percentage change in the Consumer Price Index is negative, the annual general adjustment

shall be zero percent (0%).

d. A park owner or mobile home landlord who refrains from imposing a rent increase or any portion thereof pursuant to an annual general adjustment may accumulate said increase and impose the unimplemented amount in subsequent years. The ability to accumulate and impose unimplemented rent increases shall not carry over to a successor park owner or mobile home landlord in the event of a change in ownership of the mobile home park or the mobile home, as applicable. Any such subsequent rent increase shall be subject to a maximum annual increase limit of ten percent (10%). The committee may issue rules and regulations that modify, restrict or prohibit the ability of park owners or mobile home landlords to impose accumulated increases upon a finding that the banking of annual general adjustments causes undue hardship, provided that park owners and mobile home landlords retain the ability to earn a fair return.

SEC. ~~46.7.~~ 46.1.35 Capital improvement pass-through cost recovery.

a. Pursuant to this section, a park owner may file an application with the committee or designee, on a form approved by the committee, to pass through capital improvement costs to mobile home owners in mobile home spaces that are subject to this chapter.

b. A park owner may not pass through capital improvement costs to mobile home owners until the committee or designee approves the mobile home park owner's application. The approved pass-through capital improvement costs should appear as a separate line item on the rent statement along with their date of expiration. An approved pass-through is not considered rent for purposes of this chapter.

c. No pass-through cost recovery may be approved under this section if the amount allowed to be a pass-through cost would equal more than five (5) percent of the base rent.

d. The pass-through of capital improvement costs shall be subject to the following preconditions and limitations:

1. The capital improvement shall primarily benefit the majority of impacted mobile home owners rather than park owners and be a functional improvement serving primarily the mobile home owners.

2. The capital improvement shall have a life expectancy of five (5) years or more.

3. The capital improvement shall be permanently fixed in place.

4. A park owner may only recover up to fifty (50) percent of the capital improvement costs from mobile home owners.

5. A park owner must cease collecting capital improvement costs when the park owner

recovers the costs that were approved by the committee or designee pursuant to this chapter and any implementing guidelines adopted by the committee.

6. In the event a mobile home owner pays capital improvement costs in excess of those permitted under this section or beyond the date of expiration of the capital improvement pass-through, the park owner shall credit the mobile home owner for the balance of the overpayment. The park owner may elect to either:

   (a) Pay the mobile home owner the balance of the overpayment directly in one (1) lump sum; or

   (b) Give the mobile home owner a credit against the rent otherwise due from the mobile home owner over a six (6) month period, with any overpayment balance remaining after six (6) months due in a lump sum at that time.

e. Capital improvements do not include the following:

   1. Normal routine maintenance and repair, including, but not limited to, routine maintenance or repair of a street or driveway by means of patching a seal coat for slurry seal.

   2. Costs of maintenance and repair, as opposed to replacement.

   3. Costs of replacement if the replacement was necessary because of the park owner's failure to carry out said maintenance responsibilities.

   4. Costs to maintain physical improvements in the communal facilities in good working order and condition pursuant to California Civil Code Section 798.15.

   5. Additions or replacements made to bring the mobile home park into compliance with a provision of the state or local law where the mobile home space has not been in compliance with said provision from the time of its original construction or installation and such provision was in effect at the time of such construction or installation.

f. Applications must be filed and certification issued prior to the collection of capital improvement costs. In order to promote advance fiscal planning, park owners shall have the option of precertifying capital improvements in advance of performing the work. In the alternative, park owners may apply for certification after the work is completed. Park owners who seek to ascertain whether the cost of proposed capital improvements will be certified in advance of performing work may file an application with the committee or designee to have the determination regarding whether the costs may be passed on to the mobile home owners made in advance of incurring those costs, subject to the following additional procedures upon completion of the capital improvements to determine the actual costs:

1. If the actual cost of the capital improvement was less than the estimated cost, only the amounts actually incurred may be passed through to the mobile home owners in their proportionate share.

2. If the actual cost of the capital improvement was more than estimated, the park owner has the option of waiving the excess amount and collecting only the precertified amount. Alternatively, the park owner may provide a second notice of capital improvement costs in the full amount incurred. In the event that the park owner notices an increase in the full amount, affected mobile home owners will be entitled to object to that portion and only that portion of the increase that exceeds the amount allowed in the precertification decision.

g. Whether made in advance of performing the work or after the work is completed, capital improvement pass-through applications must contain the following information and be accompanied by copies of relevant supporting documentation:

    1. A description of the improvement.

    2. Contracts or bid documents showing the cost estimate of the proposed improvement or the actual incurred costs, supported by invoices and copies of checks or other evidence of payment, as applicable.

    3. The amortization period to be used.

    4. The interest rate to be used.

    5. A list of the mobile home owners that will be affected by or benefit from the capital improvement.

    6. The formula used to calculate the pro-rata share of each affected mobile home owner.

    7. The monthly cost to each affected mobile home owner in dollars.

    8. The commencement and completion dates of the capital improvements.

h. Whether an application is made in advance of performing the work or after the work is completed, the park owner must provide notice of the application to affected mobile home owners within ten (10) days after its submittal. The notice must also satisfy the following requirements:

    1. Notice must include copies of the park owner's application and shall be mailed or personally delivered to all affected mobile home owners, together with a notice of the projected monthly cost to be passed through for each mobile home space.

2. Notice must state that the complete documentation supporting the application can be reviewed at the mobile home park office during regular business hours.

3. Proof of mailing or personal delivery of the notice to the mobile home owners shall be required before the application will be deemed complete.

i. Mobile home owners shall have sixty (60) days from the postmarked date of the above-described notification to file an objection to the application for a capital improvement cost pass-through. If objections signed by ten (10) percent of the affected mobile home owners are not filed within the sixty (60) day period, the committee or designee shall certify the capital improvements in the amount requested. If the application is for precertification, the increase may not go into effect until the capital improvements are completed. If objections signed by the requisite number of affected mobile home owners are received in a timely fashion, a hearing on objections shall be held.

j. The committee or designee shall approve an application for a capital improvement pass-through if the park owner establishes that the capital improvement costs are reasonable based on the prevailing costs of such improvements, considering the following:

1. Whether there are unique features on the mobile home park affecting the cost.

2. Whether the costs of the capital improvement are necessary and appropriate to complete the project, or whether costs are excessive given industry standards.

3. Whether the capital improvement was necessitated due to the elimination, reduction or deferment of maintenance, thereby requiring replacement of the preexisting improvement prior to the expiration of its normal expected life.

4. Whether the interest rate charged is greater than financing reasonably available to the park owner in an arm's-length transaction with a private lending institution.

5. Whether the improvement was not reasonably related to the operation of the mobile home park business.

6. Whether the proposed amortization of the capital improvement and all other aspects of the application comply with the provisions of this chapter.

k. The committee or designee may approve a capital improvement cost recovery or amortization schedule different than that proposed by the park owner if it finds the different cost recovery or amortization schedule is necessary to comply with the provisions of this chapter, provided the approved capital improvement cost shall not be greater than that requested by the park owner.

SEC. ~~46.8.~~ 46.1.40 Just cause for eviction protections.

a. No mobile home landlord shall take action to terminate any tenancy, including, but not limited to, making a demand for possession of a mobile home, threatening to terminate a tenancy orally or in writing, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of a mobile home unless at least one (1) of the following conditions exists:

1. **Failure to pay rent.** The tenant has failed, after three (3) days' written notice as provided by law, to pay the amount stated in the notice, so long as the amount stated does not exceed the rent to which the mobile home landlord is legally entitled under the mobile home rental agreement, this chapter, state, and any other local law.

2. **Breach of lease.** The tenant has continued, after the mobile home landlord has served the tenant with written notice to cease, to substantially violate any of the material terms of the mobile home rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant; and provided further that, where such terms have been accepted by the tenant or made part of the mobile home rental agreement subsequent to the initial creation of the tenancy, the mobile home landlord shall have first notified the tenant in writing that the tenant need not accept such terms.

   (a) Notwithstanding any contrary provision in this section, a mobile home landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the mobile home if the following requirements are met:

      (i) The tenant continues to reside in the rental unit as the tenant's primary residence;

      (ii) The sublessee replaces one (1) or more departed tenants under the mobile home rental agreement on a one-for-one basis; and

      (iii) The mobile home landlord has unreasonably withheld the right to sublease following written request by the tenant. If the mobile home landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the mobile home landlord. A mobile home landlord's reasonable refusal of the tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the mobile home landlord. A mobile home landlord's reasonable refusal of the tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a mobile home exceeds the maximum number of occupants as determined applicable state law.

   (b) Notwithstanding any contrary provision in this section, a mobile home landlord

shall not take any action to terminate a tenancy as a result of the addition to the mobile home of a tenant's child, parent, grandchild, grandparent, brother, sister or the spouse or domestic partner (as defined in California Family Code Section 297) of such relatives or as a result of the addition of the spouse or domestic partner of a tenant so long as the number of occupants does not exceed the maximum number of occupants allowed under state law. The committee may promulgate regulations that will further protect families and promote stability for school-aged children.

3. **Nuisance.** The tenant has continued, after the mobile home landlord has served the tenant with a written notice to cease, to commit or expressly permit a nuisance in the mobile home.

4. **Criminal activity.** The tenant has continued, after the mobile home landlord has served the tenant with a written notice to cease, to be so disorderly as to destroy the peace, quiet, comfort or safety of the mobile home landlord or other tenants at the mobile home park. Such disorderly conduct includes violations of state and federal criminal law that destroy the peace, quiet, comfort or safety of the mobile home landlord or other tenants at the mobile home park.

5. **Failure to give access.** The tenant has continued to refuse, after the mobile home landlord has served the tenant with a written notice to cease and without good cause, to grant the mobile home landlord reasonable access to the mobile home as required by state or local law.

6. **Necessary and substantial repairs requiring temporary vacancy.** The mobile home landlord, after having obtained all necessary permits from the city, and having provided written notice to the tenant pursuant to state law, seeks in good faith to undertake substantial repairs that are necessary to bring the mobile home into compliance with applicable codes and laws affecting the health and safety of tenants of the mobile home, provided that:

   (a) The repairs necessitate that the tenant vacate the mobile home because the work will render the mobile home uninhabitable for a period of not less than thirty (30) days;

   (b) The mobile home landlord gives advance notice to the tenant of the tenant's right to elect between:

      (i) The right of first refusal to any comparable vacant mobile home owned by the mobile home landlord at the same rent, if such comparable vacant mobile home exists; or
      (ii) The first right of return to reoccupy the mobile home upon completion of the repairs at the same rent charged to the tenant before the tenant temporarily

vacated the mobile home.

(c) In the event the mobile home landlord files a petition for individual rent adjustment within six (6) months following the completion of the work, the tenant shall be party to such proceeding as if the tenant were still in possession, unless the mobile home landlord shall submit with such application a written waiver by the tenant of the tenant's right to reoccupy the premises pursuant to this subsection.

7. **Owner move-in.** The mobile home landlord seeks, after providing written notice to the tenant pursuant to state law, to recover possession of the mobile home in good faith for use and occupancy as a primary residence by the mobile home landlord, or the mobile home landlord's spouse, domestic partner, children, parents or grandparents, provided that as used in this paragraph, the mobile home landlord shall only include a mobile home landlord that is a natural person and has at least a fifty (50) percent recorded ownership interest in the mobile home. The committee may adopt regulations governing the determination of good faith.

8. **Withdrawal of the mobile home permanently from rental market.** The mobile home landlord seeks in good faith to recover possession to withdraw all mobile homes on an individual parcel from the rental market. Tenants shall be entitled to a minimum of one hundred twenty (120) days' notice or one (1) year in the case tenants are defined as senior or disabled under Government Code Section 12955.3. Notice times may be increased by regulations if state law allows for additional time.

9. **Demolition.** The mobile home landlord, having obtained all necessary permits from the city or state, as applicable, and having provided written notice to the tenant pursuant to state law, seeks in good faith to recover possession of the mobile home to remove the mobile home permanently from rental housing use through demolition.

b. In accordance with Civil Code Section 798.19, Tenancies for a Mobile Home Space may only be terminated by a park owner in accordance with Civil Code Sections 798.55 through 798.61, or successor code sections.

c. **First right of return.** All tenants whose Tenancy is terminated based upon a basis enumerated in subsections a.6.—a.9. herein shall have the first right of return to the mobile home if that mobile home is returned to the market by the mobile home landlord or successor mobile home landlord. Rent for the mobile home shall be the rent lawfully paid by the tenant at the time the mobile home landlord gave notice of termination based upon subsections a.6.—a.9. herein.

d. **Retaliation is barred.** Notwithstanding the above provisions, no mobile home landlord shall take action to terminate any tenancy or otherwise recover possession of a mobile home in retaliation for the tenant reporting violations of this chapter, for exercising rights granted

under this chapter or for forming or participating in a tenant organization.

e. **Notice to specify basis for termination.** Any notice purporting to terminate tenancy on any of the bases specified in this section must state with specificity the basis on which the mobile home landlord seeks to terminate the tenancy.

f. **Mobile home landlord compliance with this chapter.** In any action brought to recover possession of a mobile home, the mobile home landlord shall allege compliance with this chapter.

g. **Filing termination notices with the committee.** The mobile home landlord shall file with the committee a copy of any notice terminating tenancy within three (3) days after serving the notice on the tenant.

h. **Failure to comply.** A mobile home landlord's failure to comply with any requirement of this chapter, including, without limitation, the failure to serve any of the required notices on the committee pursuant to subsection f. of this section, is a complete affirmative defense in an unlawful detainer or other action brought by the mobile home landlord to recover possession of the mobile home.

SEC. ~~46.9~~ 46.1.45 Rental housing committee.

a. The rental housing committee shall have the following additional powers and duties:

1. Set rents at fair and equitable levels to achieve the purposes of this chapter.

2. Adopt regulations authorizing rent increases and/or adjustments required by state or federal law.

3. Establish rules and regulations for administration and enforcement of this chapter.

4. Determine and publicize the annual general adjustment.

5. Appoint hearing officers to conduct hearings on petitions for individual rent adjustment.

6. Adjudicate petitions and issue decisions with orders for appropriate relief.

7. Administer oaths and affirmations and subpoena witnesses and relevant documents.

8. Establish a budget for the reasonable and necessary implementation of the provisions of this chapter, including, without limitation, the hiring of necessary staff, and charge fees as set forth herein in an amount sufficient to support that budget.

9. Hold public hearings.

10. Conduct studies, surveys, investigations and hearings and obtain information to further the purposes of this chapter.

11. Report periodically to the city council on the status of this chapter's implementation and effects.

12. Publicize this chapter through reasonable and appropriate means.

13. Establish a schedule of penalties that may be imposed for noncompliance.

14. Pursue civil remedies in courts of appropriate jurisdiction, subject to city council approval.

15. Intervene as an interested party in any litigation brought before a court of appropriate jurisdiction, subject to city council approval.

16. Develop regulations to permit park owners to pass through specified capital improvements that set forth:

    (a) The cost recovery calculations and date of expiration for the capital improvement pass-through cost for each mobile home space;

    (b) An amortization schedule for recoverable capital improvements; and

    (c) Factors to evaluate a park owner's application for a pass-through cost of a capital improvement that include, but are not limited to, whether the work was necessary to bring the mobile home park into compliance or maintain compliance with code requirements affecting health and safety.

17. Any other duties necessary to administer and enforce this chapter.

b. The rental housing committee shall finance the committee's reasonable and necessary expenses, including, without limitation, engaging any staff as necessary to ensure implementation of this chapter, by charging park owners an annual space rental fee, in amounts deemed reasonable by the committee in accordance with applicable law. The committee is also empowered to request and receive funding when and if necessary from any available source, including the city, for the committee's reasonable and necessary expenses.

c. All park owners and mobile home landlords shall pay a space rental fee on an annual basis. The committee may adjust the amount of the space rental fee at the committee's discretion to ensure full funding of the committee's reasonable and necessary expenses, in accordance with all applicable law.

SEC. ~~46.10~~ 46.1.50 Petitions for individual rent adjustment—Bases.

a. Nothing in this chapter shall be interpreted to prohibit a park owner or a mobile home landlord from earning a just, reasonable and fair return from a mobile home park or a mobile home, as applicable.

1. A mobile home landlord's fair return from a mobile home or park owner's fair return from a mobile home park is generally defined as maintaining the net operating income earned from the property in the base year, on an annual basis. To maintain net operating income, the base year net operating income shall be adjusted by the percentage change in the Consumer Price Index for all urban consumers (CPI-U) for the San Francisco-Oakland-Hayward region, or any successor designation of that index, as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics between the base year (annual) and the most recently published bimonthly figure as of the date of submission to the committee.

(a) It shall be a rebuttable presumption that the base year net operating income provided the mobile home landlord or park owner a fair return during the base year. The petitioner may rebut this presumption by demonstrating that the rent received during the base year did not reasonably reflect general market conditions as applied to the mobile home or mobile home space within a mobile home park based on its physical location, condition and amenities relative to similarly situated mobile homes, mobile home spaces or mobile home parks.

(b) The committee may promulgate additional regulations that will further define adjustments of unreasonably low base year net operating income and base year rent adjustments.

2. A mobile home landlord or park owner may petition for a rent increase in excess of the annual general adjustment in order to obtain a fair return. The city may accept no more than one (1) fair return petition applicable to a mobile home park or an individual mobile home in any twelve (12) month period.

b. A tenant of a mobile home space or a mobile home may petition for a refund or future rent decrease based on one (1) or more of the following circumstances:

1. The park owner or mobile home landlord demands, accepts, receives or retains rent from the tenant in excess of the rent authorized in this chapter.

2. The park owner or mobile home landlord has reduced or eliminated communal facilities or housing services, or otherwise failed to maintain the mobile home park or the mobile home, as applicable, in accordance with minimum health and safety standards.

c. The committee shall develop regulations to facilitate prompt resolution of petitions.

SEC. ~~46.11.~~ 46.1.55 Remedies and enforcement.

a. Any waiver of the rights and responsibilities created by this chapter shall be deemed void as against public policy.

b. A mobile home landlord or park owner's failure to comply with this chapter shall be an affirmative defense against an unlawful detainer action to recover possession of a mobile home or a mobile home space, as applicable.

c. An affected party may bring civil suit in the courts of the state to determine the application of and otherwise avail themselves of the rights created by this chapter. A prevailing party filing suit to enforce this chapter shall be awarded reasonable attorneys' fees and costs as determined by the court. No administrative exhaustion requirement shall be applied to this chapter; an affected party may file suit prior to filing a petition or pursuing any administrative remedy.

d. A park owner or mobile home landlord who demands, accepts, receives or retains any payment of rent in excess of the lawful rent shall be liable to the tenant in the amount by which the payment or payments have exceeded the lawful rent. In such a case, the rent shall be adjusted to reflect the lawful rent pursuant to this chapter and its implementing regulations. Additionally, upon a showing that the park owner or mobile home landlord has acted willfully or with oppression, fraud or malice, the tenant shall be awarded treble damages.

e. The city, tenants, mobile home landlords and park owners may seek relief from the appropriate court in the jurisdiction where the affected mobile home or mobile home space is located to enforce any provision of this chapter or its implementing regulations or to restrain or enjoin any violation of this chapter and of the rules, regulations, orders and decisions pursuant thereto.

f. The remedies available in this chapter are not exclusive and may be used cumulatively with any other remedies.

ARTICLE II – TENANT RELOCATION ASSISTANCE

DIVISION 1 – GENERAL

SEC. 46.2-1.5 – Title.

This Article shall be known as and may be cited to as the City of Mountain View Tenant Relocation Ordinance.

SEC 46.2-1.10 – Purpose.

The purpose of this Article is to help mitigate the adverse health, safety and economic impacts experienced by residential tenants who are temporarily or permanently displaced from their residences due to a no-fault termination of tenancy, a demolition of a rental unit, a remodel or

redevelopment of a rental unit, a termination of tenancy as a result of a government order, a conversion of a residential unit to a condominium unit, a withdrawal of the rental units from the rental market, or a change of use of real property from a residential use to a nonresidential use by requiring the property owner to mitigate the impact on these tenants consistent with this Article, Article XVII of the Mountain View Charter (Community Stabilization and Fair Rent Act), Article I of Chapter 46 of the Mountain View City Code (Mobile Home Rent Stabilization Ordinance) and state law. The protections provided by this Article apply to tenants of any residential building or structure. The protections of this Article do not apply to the rental of mobile home spaces from a park owner by mobile home owners, as such terms are defined in Mountain View Code Section 46.1.10, but do apply to the rental of the mobile home itself from a mobile home owner by a tenant.

SEC. 46.2-1.15 – Definitions.

For purposes of this Article, the following words, phrases and acronyms shall have the following meaning. The definitions in the Community Stabilization and Fair Rent Act or the Mobile Home Rent Stabilization Ordinance, whichever is applicable, shall apply to terms not otherwise defined in this section.

a. **Affordable Rent**. The maximum rent that may be charged to a household based on no more than thirty (30) percent of the household's gross household monthly income, according to the procedures set forth in the City's BMR program guidelines.

b. **Application**. An application required to be submitted to the city for any discretionary or ministerial approval of a land use change or improvement of real property that will result in a permanent displacement of a Residential Household, including, but not limited to a preliminary application.

c. **Comparable**. A residential unit is comparable to the existing unit if it is located in the City, is reasonably comparable in size number of bedrooms and bathrooms, contains similar accessibility features, proximity to services and institutions upon which the displaced tenant depends, and amenities, including the allowance of pets should the tenant have pets.

d. **Consumer Price Index (CPI)**. Consumer Price Index refers to the Consumer Price Index for All Urban Consumers (CPI-U) for the metropolitan area of San Francisco-Oakland-Hayward, California, not seasonally adjusted (currently designated as Series ID: CUURS49BSA0) by the U.S. Department of Labor, Bureau of Labor Statistics, or any successor designation of that index that may later be adopted by the U.S. Bureau of Labor Statistics.

e. **CSFRA**. Community Stabilization and Fair Rent Act.

f. **Development Project**. Development project means any development project, including a housing development project, that proposes to demolish one or more "protected units" as

that term is defined by California Government Code section 66300.5(h), as may be amended or renumbered from time to time. However, this definition shall not apply to a project that meets all the criteria in California Government Code section 66300.6(b)(1)(C), as may be amended or renumbered from time to time.

g. **Displace, Displaced or Displacement**. The vacating of a rental unit (as defined below) as the result of any of the causes set forth in Section 46.2-1.20 (Permanent Relocation) or Section 46.2-1.25 (Temporary Relocation).

h. **Eligible Residential Household**. A Residential Household permanently Displaced provided the annual household income does not exceed one hundred twenty percent (120%) of the median household income for Santa Clara County, as adjusted for household size, according to the California Department of Housing and Community Development, as adjusted annually, plus five thousand dollars ($5,000.00).

i. **Landlord**. An owner, lessor or sublessor, or any other person entitled to receive rent for the use and occupancy of any rental unit, or the agent, representative, predecessor or successor of any of the foregoing. With respect to mobile homes, the landlord means the owner of the mobile home, which may or may not be the same as the owner of the mobile home space. In the context of an Application, Landlord includes the applicant.

j. **Lower Income Household**. A household with a household income that meets the definition of a low-income household in Section 50079.5 of the California Health and Safety Code, which generally correlates to eighty percent (80%) of the median income, subject to adjustments in accordance with Section 50079.5 of the California Health and Safety Code.

k. **MHRSO**. Mobile Home Rent Stabilization Ordinance.

l. **Moving Costs**. Moving costs shall be the reasonable actual costs incurred by the Tenant to move from the rental unit, as evidenced by an invoice or receipt of payment from a moving company licensed to do business, or the costs incurred by the tenant to perform a self-move, including any costs for rental of equipment and vehicles, and the purchase of moving supplies. ~~Moving costs shall be limited to transportation costs of no more than 50 miles.~~ Any Moving Costs owed to a Tenant shall not exceed the maximum amount set in the administrative guidelines issued by the Housing Director in accordance with Section 46.2-3.15, regardless of the actual amount incurred by the Tenant.

m. **Permanent Relocation**. The relocation of a Tenant due to permanent termination of tenancy, in which case the tenant is not expected to reoccupy the rental unit. Notwithstanding the intent to permanently terminate the tenancy, tenants subject to permanent relocation are eligible to reoccupy the original rental unit should the original rental unit be returned to the rental market as provided in Section 46.2-1.30.

n. **Property**. All rental units on a parcel or lot or contiguous parcels or contiguous lots or within a mobile home park under common ownership.

o. **Rental Housing Agreement**. An agreement, oral or written, or implied, between a landlord and tenant for use or occupancy of a Rental Unit and for housing services.

p. **Rental Unit**. Any building, structure or part thereof, or mobile home in a mobile home park, and land appurtenant thereto, or any other property rented or offered for rent for residential purposes, 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.

For purposes of this Article, a Rental Unit shall not include:

1. Rental units in hotels, motels, inns, tourist homes, and rooming and boarding houses which are rented primarily to transient guests, as defined in Section 33.1(d), for a period of fewer than thirty (30) days.

2. A room or any other portion of any Rental Unit which is occupied by the landlord or a member of the landlord's immediate family.

3. A mobile home space that is rented to a mobile homeowner except to the extent that such space is included as part of the rental of the mobile home.

q. **Residential Household**. Any person or group of persons entitled to use or occupy a Rental Unit to the exclusion of others.

r. **Special-Circumstances Households**. An Eligible Residential Household with any of the following characteristics:

1. At least one (1) member is sixty-two (62) years of age or older.

2. At least one (1) member qualifies as disabled as that term is defined in Section 423 of Title 42 of the United States Code or California Government Code Section 12955.3.

3. Is a household with one (1) or more minor children (nineteen (19) years of age or under) who are legal dependents of another household member (as determined for federal income tax purposes).

4. A Lower Income Household.

s. **Substantial Rehabilitation.** Repairs that are necessary to bring the Rental Unit into compliance with applicable codes and laws affecting the health and safety of tenants of the Rental Unit and which will render the Rental Unit uninhabitable while such repairs are

occurring.

t. **Temporary Relocation**. The relocation of a Tenant due to Substantial Rehabilitation or other causes where the Tenant is expected to return to the Residential Unit upon completion of the rehabilitation.

u. **Tenant**. A tenant, subtenant, lessee, sublessee or any other person entitled to the use or occupancy of any Rental Unit.

v. **Third-Party Agency**. Relocation assistance specialist, agency and/or other third-party agency hired by the city and paid for by the landlord to assist with the relocation assistance process set forth in this Article.

SEC. 46.2-1.20 – Permanent Relocation.

a. **When Permanent Relocation Assistance is Required**. A landlord shall pay permanent relocation assistance as required by this section to an Eligible Residential Household whose tenancy is terminated or caused to be terminated under any of the following circumstances.

1. The landlord seeks in good faith to recover possession of the Rental Unit to withdraw all Rental Units on a single parcel or lot or all Rental Units owned by a landlord on the property from the rental housing market as provided in California Government Code § 7060, et seq., or other applicable law, if any.

2. The landlord has received all necessary permits from the City and intends, in good faith, to permanently remove the Rental Unit from use as a rental by demolishing it.

3. If a government enforcement agency issues an order requiring the Tenant(s) to vacate the Rental Unit, unless the agency determines that the Tenant substantially caused or created the condition that led to the order. However, if the landlord formally notifies the City in writing that they intend to fix the condition cited in the order, the Tenant shall instead be eligible for temporary relocation assistance under Section 46.2-1.25.

4. The landlord seeks to convert the rental building into a condominium, community apartment or stock cooperative, as those terms are defined in the California Government Code and Business and Professions Code.

5. A change of use of real property from a residential use to a nonresidential use that requires a permit or approval from the City.

6. The change from rental to ownership units where the units were rented out for a period of time after being approved for sale.

7. The landlord seeks to recover possession of the Rental Unit pursuant to Mountain View Charter Section 1705(a)(7) or Mountain View City Code Section 46.1.40(a)(7) ("Owner move-in").

b. **Exemptions from Permanent Relocation**

A landlord shall not be required to pay permanent relocation assistance if a tenancy is terminated for any of the following reasons.

1. When any portion of a mobile home park is being converted pursuant to Chapter 28 of this Code or California Government Code Section 65863.7, and the City has approved a closure impact report that mitigates relocation impacts on mobile home owners. However, mobile home Tenants who are not mobile home owners (as defined in Section 46.1.10) remain eligible for permanent relocation assistance pursuant to subsection (a) above.

2. When a Rental Unit must be vacated because it was damaged or destroyed by a fire, flood, earthquake, or other natural disaster, and the landlord did not cause or significantly contribute to the damage, as determined by the local enforcement agency.

3. Temporary displacement covered by Section 46.2-1.25 below due to Substantial Rehabilitation work, where the landlord is acting in good faith and has obtained all necessary permits from the City (or the State, if applicable).

4. The Residential Household has not paid rent as required by the rental housing agreement or was found to have committed an unlawful detainer pursuant to Subdivisions 2, 3, 4 or 5 of § 1161 of the California Code of Civil Procedure as evidenced by a final judgment of a court of competent jurisdiction.

c. **Permanent Relocation Assistance Payment**

1. When a landlord is required to provide relocation assistance under subsection (a) above, the landlord shall provide all of the following:

   (a) A full refund of a Tenant's security deposit, except for funds that may be necessary to repair Tenant's damage to property in Rental Units that will be reoccupied.

   (b) Unlimited access to a subscription service to a rental agency until the earlier of the Tenant securing alternative housing or the termination of the tenancy.

   (c) Relocation support services provided by a Third-Party Agency, including personalized assistance that helps Tenants find replacement housing that fits their preferences, budget, location needs, and other requirements. This also shall include up to five (5)

rounds of housing referrals based on a review of available rental listings, including internet listings, contact with property management companies, affordable housing opportunities (including wait-list opportunities), and other housing leads.

(d) The cash equivalent of three (3) months' rent, based on the median monthly rent for a Comparable Rental Unit as determined by the City of Mountain View based on a survey taken at least quarterly of apartment rents in Mountain View.

(e) An additional eight thousand dollars ($8,000.00) per Rental Unit for Special - Circumstances Households adjusted annually beginning in 2020 for inflation as calculated by the change in the Consumer Price Index. The adjustment shall be made at the beginning of each calendar year.

(f) Moving Assistance. The landlord may select either of the following forms of moving assistance: (i) professional moving services from a licensed moving company paid in full by the landlord; or (ii) reimbursement of the Tenant's Moving Costs, in which event the landlord shall reimburse the Tenant for Moving Costs within fourteen (14) days of receipt of invoices or other proof of expenses from the Tenant.

A landlord shall provide moving assistance to every Residential Household whose tenancy is terminated or caused to be terminated for any of the reasons enumerated in subsection (a) above, regardless of whether the household qualifies as an Eligible Residential Household.

2. Residential Households that received written notice, before entering into a written or oral rental agreement, that an application to convert or demolish their Rental Unit was already on file with or had been approved by the City and would result in their displacement, shall only be eligible for a sixty (60) day subscription to a rental agency.

3. If Tenants are eligible for relocation assistance or benefits under state or federal law, the Tenant's relocation assistance shall be consistent with whichever law provides the greatest level of benefit.

4. Relocation assistance shall be provided per Rental Unit, not per Tenant.

d. **Comparable Replacement Unit in Lieu of Relocation Payment**.

In lieu of paying the relocation assistance described in subsection (c) above, the Landlord may offer the displaced Tenant a Comparable replacement Rental Unit within the City of Mountain View, at a rent that does not exceed the amount the Tenant was paying for the unit from which the Tenant was displaced. If the Tenant accepts the replacement unit, the Tenant will only be entitled to moving assistance as described in subsection (c)(1)(f) above.

SEC. 46.2-1.25 – Temporary Relocation.

a. **When Temporary Relocation Assistance is Required**. A Landlord is required to provide temporary relocation assistance to all Tenants as required by this section under the following circumstances:

1. After having obtained all necessary permits from the City (or the State, if applicable), the Landlord seeks in good faith to undertake Substantial Rehabilitation of the Rental Unit.

2. A government enforcement agency issues an order requiring the Tenant(s) to vacate the Rental Unit, and the Landlord formally notifies the City in writing that they intend to promptly fix the condition cited in the order.

b. **Temporary Relocation Assistance**. A Landlord shall provide the following relocation assistance options for the Tenant to choose from, in addition to required moving assistance, whenever a Tenant is temporarily displaced. ~~A Landlord shall provide the following temporary relocation assistance and moving assistance to any Tenant who is temporarily displaced.~~

1. **Relocation Assistance Payment**. A per diem payment equal to the difference in the Tenant's current per diem rent for the Rental Unit and the per diem rent for a Comparable Rental Unit based on the median monthly rent for a Comparable Rental Unit as determined by the city based on a quarterly survey of apartment rents in the city. During any time period that the Tenant is displaced temporarily from the Rental Unit, the Tenant shall not be responsible for payment of rent to the Landlord and if the Tenant has paid rent in advance, the Landlord shall provide a refund to the Tenant of the advance paid rent prior to the Tenant temporarily vacating the Rental Unit.

2. **Temporary Relocation**. Alternative accommodations at the Landlord's cost for the period of time during which the Tenant is displaced in a temporary accommodation, including at a Comparable Rental Unit, a short-term rental, hotel, motel or extended stay motel that is adequate in size for the Tenant's household, contains cooking facilities and on-site laundry facilities and is within a five-mile radius of the Rental Unit. If the Tenant accepts the Landlord's offer of Temporary Relocation to alternative accommodations, the Tenant shall continue to be responsible for payment of rent at the Rental Unit during the time that the Tenant is temporarily displaced.

3. **Permanent Relocation to Comparable Unit**. If available, a Comparable Rental Unit within the City of Mountain View at a rent that does not exceed the Tenant's rent for the Rental Unit from which the Tenant was displaced. Tenants electing permanent relocation to a Comparable Rental Unit are not eligible to return to the original Rental Unit after completion of any repairs or renovation. The Landlord shall not be required to provide

this relocation assistance option if a Comparable Rental Unit is not available within the City of Mountain View.

4. **Moving Assistance**. Tenants receiving relocation assistance pursuant to subsections 1, 2 or 3 above are also entitled to moving assistance consisting of, at the Landlord's election, either: (i) the Landlord providing, at the Landlord's cost, professional moving services from a licensed moving company; or (ii) the Landlord reimbursing the Tenant's Moving Costs. If the Landlord elects to reimburse the Tenant for Moving Costs, the Landlord shall pay the Tenant the Moving Costs within fourteen (14) days of receipt of invoices or other proof of expenses received from the Tenant. If the Tenant elects relocation assistance pursuant to subsections 1 or 2 above, the required moving assistance shall be provided by the Landlord for both the Tenant's move out of the displacement Rental Unit and the Tenant's return to the displacement Rental Unit.

5. **Duration ~~Extended~~ of Temporary Relocation – Extension and Tenant Options**. In the event the duration of the Temporary Relocation exceeds one hundred twenty (120) days, plus any approved extension ~~extends more than ninety (90) days~~, the Tenant shall be eligible for, at the Tenant's election, either continuation of the benefits set forth in this section until the Tenant is able to return to the Rental Unit or permanent relocation benefits pursuant to Section 46.2-1.20. The one hundred twenty (120) day temporary relocation period set forth in the sentence above may be extended by City staff for up to an additional sixty (60) days upon a showing of good cause by the Landlord. The administrative guidelines issued by the Housing Director under Section 46.2-3.15 shall define what constitutes good cause and establish the process for Landlords to request an extension. If the Tenant elects permanent relocation benefits, the permanent relocation benefits shall be in addition to any temporary benefits already received.

SEC. 46.2-1.30 - First Right of Return, Right of First Refusal.

a. **First Right of Return to Original Rental Unit**. Except as stated otherwise in this Article, all Tenants shall have a first right of return to the Rental Unit from which the Tenant was displaced if that Rental Unit is returned to the market by the Landlord or successor Landlord. Rent for the Rental Unit shall be the rent lawfully paid by the Tenant at the time the Landlord gave notice of termination, as increased by any allowed annual general adjustments. The Landlord shall notify the Tenant and the City at least sixty (60) days in advance of the return of the Rental Unit to the market if the Tenant has provided the City and the Landlord with an address for such notice. The City shall provide the Landlord with the list of contact information for former Tenants, and any additional contact information received by the City, if any. The offer to the Tenant shall be deposited in the United States mail, by registered or certified mail with postage prepaid, as well as regular mail postage prepaid, addressed to the Tenant at the address furnished to the Landlord. The notice must include the following information:

1. The fact that the Rental Unit formerly occupied by the Tenant is being returned to the rental market.

2. The rent for the Rental Unit, which shall not exceed the lawful rent paid by the Tenant immediately prior to displacement as increased by any allowed annual general adjustments, if the Rental Unit is covered by the CSFRA or the MHRSO, or any rent increases allowed by California Civil Code 1947.12, if applicable.

3. Notice that if the Tenant wishes to reoccupy the Rental Unit, the Tenant must reply to the Landlord in writing within thirty (30) days of receipt of the notice.

4. If the Tenant chooses to reoccupy the Rental Unit, it will be held for the Tenant for sixty (60) days from the date of reply.

Within thirty (30) days of receipt of the notice of availability from the Landlord, the Tenant must notify the Landlord if they wish to reoccupy the Rental Unit by either personal delivery or depositing the Tenant's acceptance in the United States mail by registered or certified mail with postage prepaid and regular mail, postage prepaid. The Landlord must hold the Rental Unit vacant at no cost to the prior Tenant for sixty (60) days from the date the prior Tenant's written notice of its intent to reoccupy the Rental Unit is received. The rental agreement for the Rental Unit shall contain substantially the same terms at the same rent, subject to any allowed annual general adjustments, as the rental agreement prior to the Tenant's displacement, except where otherwise required by law.

b. **Right of First Refusal for Replacement Units**. Any Lower Income Household that has been Displaced by a Development Project shall have the right of first refusal to rent or purchase a new Comparable replacement Residential Unit in the Development Project, or in any Comparable replacement Residential Unit constructed on a site other than the one from which the Lower Income household was Displaced, affordable to the household at an Affordable Rent for the category which corresponds to their income or, if the new Residential Units are sold, at an affordable housing cost as defined by Section 50052.5 of the Health and Safety Code. For purposes of this subsection:

1. A household that is otherwise eligible for the right of first refusal under this subsection may be required to certify their household income and fulfill other eligibility requirements. If the household is no longer eligible because of an increase in household income, the Landlord shall not be excused of its obligation under any executed regulatory agreement to make the Residential Unit available to a Lower Income Household. The Landlord shall offer a Residential Unit at market rent or market price to that displaced Tenant who holds a right of first refusal but who is no longer eligible for an affordable unit.

A Tenant eligible for a right of first refusal pursuant to this subsection (b) may not waive that right and any such waiver in a buy out or move out agreement is void. In cases where a Landlord has constructed a housing development in which 100 percent of the residential units, exclusive of manager's units, are reserved for Lower Income Households, Tenants who were displaced from the property shall be granted a right of first refusal for a Residential Unit at the newly constructed building subject to their ability to meet income qualifications and other applicable eligibility requirements when the new residential units are ready for occupancy.

c. Where a Tenant has a right of first refusal pursuant to this section, the Landlord shall notify the former Tenant at least sixty (60) days in advance of the issuance of a temporary certificate of occupancy or certificate of occupancy for the building in which the unit is located, based on information provided by prior Tenants as included in the application, the addenda thereto, and any additional contact information received by the City. The notice must include the following information:

1. The fact that the new Residential Units have been completed.

2. The address of any Replacement Unit constructed on a site other than the one from which the Tenant was Displaced, if applicable.

3. Information on the square footage and number of bedrooms in the Residential Unit being made available.

4. Information on whether Residential Units are available for rent or for purchase.

5. Information on the former Tenant's entitlement to occupy the building based on the household income status.

6. A table listing income thresholds and the rent or purchase price based on household size.

7. Notice that if the Tenant wishes to claim a Residential unit in the new building, they must reply within thirty (30) days of receipt of the notice.

8. If available for rent, notice that if the prior Tenant chooses to claim a new Residential Unit for rent, it will be held for the prior Tenant for sixty (60) days from the date of reply.

9. If available for purchase, notice that if the prior Tenant chooses to claim a new Residential Unit for purchase, they must enter into a contract for purchase no later than ninety (90) days after the sales program begins.

d. In the case of rental of a new Rental Unit, within thirty (30) days of receipt of the notice of availability, a prior Tenant must notify the Landlord if they wish to rent the new Rental Unit. The Landlord must hold the Rental Unit vacant at no cost to the prior Tenant for sixty (60)

days from the date the prior Tenant's written notice of its intent to occupy the Rental Unit is received. The Rental Housing Agreement for the new Rental Unit shall contain substantially the same terms as the Tenant's prior Rental Housing Agreement.

e. In the case of a prior Tenant's purchase of a new residential unit, the prior Tenant shall have the option to purchase a new residential unit at an affordable housing cost as defined by Section 50052.5 of the California Health and Safety Code for the income category which corresponds to their income and upon the same or more favorable terms and conditions that such residential units are initially offered to the general public. Such right shall run for at least ninety (90) days from the date the sales program begins so long as the prior Tenant is notified of their right to purchase in accordance with this section.

DIVISION 2 - RELOCATION PROCEDURES

SEC. 46.2-2.5 - Displacement Related to Development and Building Permits

a. **Unit Inventory**.

1. As part of any development project Application that will result in Tenant displacement, the Landlord must submit a "Unit Inventory" to the City. This inventory must identify all affected Rental Units, including unpermitted units. For each affected Rental Unit, the Unit Inventory must include the occupancy status as of the date of Application, name(s) of the current or most recent occupants, the household size, number of bedrooms and square footage of each Rental Unit, whether the Tenant is eligible for a right of first refusal, and household income of the current or most recent occupants.

   The household income shall be submitted on a City income verification form completed and signed by the occupants. If income cannot be verified, Landlord shall submit a statement signed under the penalty of perjury explaining that the household income is not known and could not be determined, despite good faith efforts.

   If the Tenant is eligible for the right of first refusal, the Unit Inventory also shall include the Tenant's contact information as provided by the Tenant.

   (a) If any vacant Rental Unit was occupied at any time within the five (5) years before the project Application is submitted, the Landlord must include in the Unit Inventory a full explanation of how and when the Rental Unit became vacant. This explanation must show that the Rental Unit was vacated through a lawful process.

   If the Unit Inventory shows that a Rental Unit became vacant through an unlawful process, or the Landlord does not provide sufficient documentation to show that all previously occupied Rental Units became vacant lawfully, the City shall deny the permit Application unless doing so would violate State law or the Landlord identifies

the former Tenants, and offers them a Right of First Refusal that complies with the requirements of Section 46.2-1.30.

Notwithstanding the foregoing, a Landlord is not required to document the vacancy process if they can show, with evidence submitted in the Unit Inventory, that the Rental Unit was already vacant when the Landlord bought the property, and that the Landlord has made good faith but unsuccessful efforts to get information about the former Tenant from the previous property owner.

(b) If a Rental Unit is occupied, the Unit Inventory must include a statement acknowledging that the Tenant must be provided with proper legal notices identifying a valid just cause for eviction of that Rental Unit under the CSFRA, the MHRSO or California Civil Code Section 1946.2 as applicable prior to any termination of the tenancy and that causing a Rental Unit to become vacant by unlawful means shall be a basis for voiding the entitlement and denial of the demolition permit, grading permit, and/or building permit.

2. Prior to issuance of any demolition, grading, or building permit, the Landlord must submit a First Addendum to the Unit Inventory. This addendum must include the current status of each affected Rental Unit, the last date each Rental Unit was occupied, and the last monthly rent charged for each Rental Unit.

   For any Rental Unit previously reported as occupied, the Landlord must provide evidence sufficient to demonstrate that it became vacant lawfully and in full compliance with all applicable laws and submit a signed affirmation of this lawful vacancy. If any Rental Unit is found to have become vacant unlawfully, or the Landlord fails to provide evidence sufficient to demonstrate that it became vacant lawfully, the City shall deny the Application for the demolition, grading, or building permit, unless doing so would violate State law, and the project's entitlement may be voided, unless doing so would violate State law.

   The requirements set forth in this subsection (2) shall be included as a condition of project approval.

3. Prior to issuance of a temporary certificate of occupancy or certificate of occupancy, the Landlord shall prepare and submit to the City a second addendum to the Unit Inventory. This addendum shall describe, for each current or former Tenant, how the Landlord has complied with the Right of First Refusal requirements, if applicable, set forth in Section 46.2-1.30. If the second addendum fails to demonstrate compliance with the Right of First Refusal requirements, the temporary certificate of occupancy or certificate of occupancy shall be withheld until compliance is demonstrated. The requirements set forth in this subsection (3) shall be included as a condition of project approval.

4. The Unit Inventory and each addendum thereto shall be signed under the penalty of perjury.

5. When submitting a Unit Inventory or addendum, the Landlord shall provide the following:

(a) For each Rental Unit where the Landlord claims the Tenant vacated in response to a termination notice that complies with State and/or local law, a copy of all termination notices and related documents provided to the Tenant.

(b) For each Rental Unit where the Landlord asserts the Tenant voluntarily vacated the Rental Unit, with no undue pressure, coercion, harassment, or misrepresentations of law or fact from the Landlord, a statement signed under the penalty of perjury describing how the Tenant vacated the Rental Unit, including any supporting documentation such as correspondence from the Tenant.

(c) If any relocation payments were required under this Article or other State or local laws, including without limitation California Government Code Sections 66300.5 and 66300.6, or if any relocation payments were voluntarily provided, a description and documentation of such relocation payments.

b. **Informational Notice**. Within 30 days after receiving a project Application, the City will send Tenants an informational notice about the Application. This notice is for informational purposes only and does not replace any notice the Landlord is required to provide under this Article.

c. **Notice of Property Redevelopment**.

1. **Landlord required to provide notice of property redevelopment**. Landlord shall provide a notice of property redevelopment ("Notice of Property Redevelopment") on a City pre-approved form to Residential Households residing on the property no later than one (1) year prior to the expected date upon which the Tenant must vacate the Rental Unit. The Notice of Property Redevelopment shall be personally delivered or served by mail, in the manner required by California Code of Civil Procedure § 1162. Landlord shall also provide a copy of the Notice of Property Redevelopment to the City. The Notice of Property Redevelopment shall not replace any notice obligations pursuant to California Civil Code Sections 1940.6 or 1946 or any requirements to give a Notice of Intent to Withdraw Rental Units pursuant to Section 46.2-2.20. The Notice of Property Redevelopment may be given concurrently with the Notice of Intent to Withdraw Rental Units at the Landlord's election, provided that both notices are given within the time period set forth in this paragraph.

2. **Contents**. The Notice of Property Redevelopment shall contain all of the following information.

(a) The name and address of the current Landlord and/or developer of the project on the property.

(b) If applicable, a description of the Application(s) that have been filed or approvals that have been granted related to the redevelopment of the property, a general time frame for the project approval and development and expected time frame for Tenants to vacate.

(c) An explanation of the relocation assistance available to Eligible Residential Households and Special-Circumstances Households, information on Eligible Residential Household incomes, special circumstances incomes and other qualifications for special circumstance households and the procedure for submitting claims for relocation assistance as well as an explanation of the Tenants right to return to the Rental Unit or right of first refusal for newly constructed residential units on the property.

(d) A statement that the Notice of Property Redevelopment does not constitute a notice of termination of tenancy, that the Tenant is not required to move until receiving a valid notice of termination of tenancy, and that the Tenant is entitled to reside in the residential unit until six (6) months prior to the issuance of a building permit or demolition permit.

(e) A statement that if the Tenants vacate the Rental Unit and construction does not occur, the Tenant has a right to re-rent the Rental Unit at the same rent paid prior to vacating the Rental Unit.

(f) Other information deemed necessary or desirable by the City.

3. **Notice of Property Redevelopment Verification**. Within fifteen (15) days of delivery of the Notice of Property Redevelopment to the Tenants, the Landlord shall submit to the Housing Department a duplicate copy of the Notice of Property Redevelopment given to each Residential Household and a declaration indicating that each notice was personally delivered or served by mail, in the manner required by California Code of Civil Procedure § 1162.

d. **Notice to Third-Party Agency**. Landlord shall provide the most current Unit Inventory at the time that the Notice of Property Redevelopment is given to the Tenant to the Third-Party Agency ~~under penalty of perjury at the time that the Notice of Property Redevelopment is given to the Tenants~~ within fifteen (15) days of delivery of the Notice of Property Redevelopment to the Tenants

e. **Update Notice**. In addition to the Notice of Property Redevelopment, and the Notice of Intent to Withdraw Rental Units required by Section 46.2-2.20, if applicable, and any other notice

required herein, the Landlord shall provide the Tenants with notice required by Government Code Section 66300.6(b)(3) (A) at least six (6) months in advance of the date the Tenants must vacate. If the start of construction for the property redevelopment is delayed for any reason, the Landlord shall provide the Tenants with written notice of such delay as soon as the Landlord becomes aware of such delay but in all events at least three (3) months prior to the date established for the Tenants to vacate the property in the original notice, which notice shall include the updated date by which the Tenant must vacate, which date may not be sooner than three (3) months after the date of the notice.

f. **Payments Escrow Account**. At least ten (10) days prior to serving a Notice of Property Redevelopment on any Tenant subject to displacement related to a development or building permit, including a demolition permit, the Landlord shall open an escrow account and deposit any relocation assistance funds owed to Eligible Residential Households pursuant to this Article into that account that will be used by the Third-Party Agency for relocation assistance payments to Eligible Residential Households. The amount of the deposit shall be determined by the Housing department and unused funds shall be returned to the Landlord after all relocation assistance has been paid as verified by the Third-Party Agency. Deposit of the relocation assistance funds into the escrow account shall be a condition of issuance of any demolition or building permit.

g. **Tenant Claim Form**. To qualify for relocation assistance, Tenants must complete a claim form and provide it to the Third-Party Agency who will determine their eligibility for relocation assistance. Residential Households must file a claim before the date to vacate as stated on the notice of termination in order to be eligible for relocation assistance payments.

1. After determination of eligibility, one-half of the relocation assistance required pursuant to this Article shall be paid to Eligible Residential Households within fifteen (15) days of the date the claim form is submitted to the Third-Party Agency, but in no event later than fifteen (15) days after the notice of termination is served on the Tenant and the remaining one-half shall be paid when the eligible residential household secures alternative housing as evidenced by a signed rental agreement or other documentation or vacates the Rental Unit, whichever occurs first.

2. For any Residential Household that the Third-Party Agency determines is not an Eligible Residential Household but is entitled to moving assistance, the Landlord shall provide the moving assistance in accordance with Section 46.2-1.25(b)(4) of this Article.

h. **Fees**. The Landlord shall pay a fee to the city for the cost of the assistance of the Third-Party Agency to provide relocation assistance pursuant to this Article in an amount set by resolution of the city council.

i. **Verification of Compliance**. Prior to issuance of demolition permits, building permits or other city permits that would result in the displacement of Tenants from a Rental Unit subject to

this Article, the city must receive verification from the Third-Party Agency that all Eligible Residential Households who applied and qualified for assistance have received relocation assistance. This verification shall be submitted in a form acceptable to the city.

j. **Notice of Termination**. For all displacements, Landlord shall provide a written notice of termination to all Tenants subject to displacement pursuant to California Civil Code Section 1946 and Section 1946.1. The date to vacate shall not be prior to the city's determination that the Landlord has complied with this Article and pursuant to California Government Code Section 66300.6(b)(3) (A) shall not be earlier than six (6) months prior to the commencement of construction, which for purposes of this section includes the commencement of demolition.

SEC. 46.2-2.10 - Relocation Assistance for No-Fault Terminations (Including Owner Move-Ins and Government Orders).

When a tenancy is terminated for owner move-ins, government orders, or other displacements that do not require a City Application, the Landlord shall comply with the following relocation assistance procedures.

a. **Notice of Termination**.

1. **Written Notice Required**. The Landlord must provide a written notice of termination to all Tenants being displaced due to owner move-ins, government orders, and other no-fault terminations, including under California Civil Code Sections 1946 and 1946.1.

2. **Timing of Move-Out Date**. The vacate date in the notice shall not precede the date the City confirms that the Landlord has complied with requirements under this Article, unless termination is due to government order citing health and safety conditions that make continued occupancy unsafe. In the event termination is due to a government order citing an unsafe condition, the Landlord shall file a copy of the order with the City Housing Department within five (5) business days of delivering notice of termination to the Tenant.

3. **Delivery of Notice**. The notice must be personally delivered to the Residential Household or served by mail in accordance with California Code of Civil Procedure Section 1162.

4. **Notice Content**. The notice must clearly state the reason for the termination, inform the Tenants of their rights under this Article, and include any rights they may have under the CSFRA, MHRSO, or California Civil Code Section 1946.2, if applicable.

5. **Copy of Notice to City**. The Landlord shall file a copy of the termination notice with the City Housing Department within five (5) business days of delivering the notice to the Residential Household.

b. **Notice to Third-Party Agency**. Within five (5) business days of filing the notice of termination

with the City, the Landlord must also provide the following information to the City-designated Third-Party Agency:

1. The address of each Rental Unit being vacated.

2. Number of bedrooms and bathrooms in each Rental Unit.

3. Names of all known household members.

4. Household income, based on information from the rental agreement and related documents.

5. Total number of household members, including children.

If there is no written rental agreement, the Landlord must provide the names of all persons they consider to be residents.

c. **Tenant Claim Form**. To receive relocation assistance, Tenants must complete and submit a claim form to the Third-Party Agency before the vacate date. The Third-Party Agency will review the claim, determine eligibility for relocation assistance, and notify the Landlord and the Tenant.

d. **Relocation Assistance Payment**. Within fifteen (15) days after receiving notification of eligibility from the Third-Party Agency, the Landlord shall pay the full relocation assistance amount directly to the Tenant. The Landlord shall submit proof of payment to the Third-Party Agency within five (5) business days after making payment. The Third-Party Agency shall provide the Landlord with a written acknowledgment of payment and shall send confirmation of payment to the City.

e. **Fees**. The Landlord shall pay a fee to the City for the cost of the assistance of the Third-Party Agency to provide relocation assistance pursuant to this Article in an amount set by resolution of the City Council.

f. **Verification of Compliance**. Within five (5) days of receiving confirmation of payment from the Third-Party Agency, the City shall review and verify the Landlord's compliance with this Article.

SEC. 46.2-2.15 - Ellis Act - Withdrawal of Rental Units from the Market.

a. **Purpose and Scope**. Under California's Ellis Act (California Government Code §7060 *et seq.*), cities with rent stabilization laws (like Mountain View) are allowed to set rules for how property owners can remove Rental Units from the housing market. This section explains the rules, procedures, and Tenant protections that apply when: 1) a building containing Rental Units covered by the CSFRA is removed from the rental market, or 2) a mobile home park

Landlord removes all mobile home Rental Units they own in that park from the market. These rules are designed to work in coordination with the tenant protections and relocation assistance already required under other parts of this Article, when applicable to the Rental Unit.

b. **Definitions**. For purposes of Sections 46.2-2.15 – 46.2-2.25, the following words and phrases shall have the following meaning. To the extent that terms used in Sections 46.2-2.15 – 46.2-2.25 are not defined below, the definitions in Section 46.2-1.15 or those in the CSFRA or the MHRSO, whichever is applicable, shall apply.

1. "Accommodations" shall mean either of the following:

   (a) The residential Rental Units in any detached physical structure containing four (4) or more residential Rental Units.

   (b) The residential Rental Units in any detached physical structure containing three (3) or fewer residential Rental Units plus the residential Rental Units in any other structure located on the same parcel of land under common ownership, including any detached physical structure described in subparagraph (a) above.

2. "Owner" shall mean only the person(s) or entity listed on the official property title who holds full legal and equitable ownership of the property, or their legal successor-in-interest. It shall not include the lessor, sublessor, agent, or representative of the owner.

   With respect to mobile homes, "Owner" shall mean the owner of the mobile home, who may or may not be the same as the owner of the mobile home park.

   Only the owner, as defined in this subsection, shall exercise the privileges and responsibilities set forth in Sections 46.2-2.15 – 46.2-2.25.

   "Owner" shall include any successors and assigns.

3. "Withdraw or Withdrawal" shall mean the termination of all tenancies from all residential Rental Units on a particular property, or in the case of mobile homes, the termination of all tenancies from all mobile homes under common ownership or control located in a mobile home park, in compliance with the requirements of Sections 46.2-2.15 – 46.2-2.25. Withdrawal may be the result of the issuance of permits and approvals for redevelopment of the property or permits for demolition of the accommodations in which event the Landlord is also required to comply with any notice required by Section 46.2-2.10(a).

SEC. 46.2-2.20 - Ellis Act - Notice Requirements

If an Owner plans to withdraw Rental Units subject to rent stabilization under CSFRA or the MHRSO

from the market pursuant to the Ellis Act (California Government Code Section 7060 *et seq.*), the following provisions shall apply.

a. **Notice to City of Intent to Withdraw Rental Units**. No less than 120 days before the date the Accommodations will be withdrawn from the market, the Owner must submit a Notice of Intent to Withdraw Rental Units signed under the penalty of perjury to the City's Housing Department. The Notice must be submitted on a form provided by the Housing Department and shall include the following:

   1. The total number of Accommodations on the property.

   2. The total number of Accommodations to be withdrawn.

   3. The address or location of the Accommodations to be withdrawn.

   4. The name and address of all Tenants living in the Accommodations to be withdrawn.

   5. The rental rate for each Accommodation to be withdrawn.

   6. The date the Accommodations will be withdrawn from the market.

b. **Public Record of Withdrawal**. At the time the Owner files the Notice of Intent to Withdraw Rental Units with the Housing Department, the Owner shall:

   1. Complete and notarize a summary (excluding tenant names, rent amounts, and total number of units) of the Notice of Intent to Withdraw Rental Units on a form provided by the Housing Department.

   2. Record the form with the County Recorder and file a copy with the Housing Department.

c. **Notice to Tenants of Termination**. Concurrently with the delivery of the Notice of Intent to Withdraw Rental Units to the City, the Owner shall serve written "Notice of Termination" on all affected Tenants. The Notice shall include the following information:

   1. A statement that all Accommodations on the property are being withdrawn from the rental market.

   2 The date the owner filed the Notice of Intent to Withdraw Rental Units with the City.

   3. The date the Accommodations will be withdrawn from the market.

   4. The date the Tenant must vacate the Accommodation.

   5. A statement that the Tenant may be eligible for relocation assistance.

6. Any other information required by the CSFRA or MHRSO.

7. The following information regarding extended protections for seniors and persons with disabilities:

- If a Tenant is a senior or disabled (as defined by California Government Code §12955.3) and has lived in the Accommodation for at least one year prior to the date of delivery of the Notice of Intent to Withdraw Rental Units, the date of termination may be extended to one year after date of delivery of the Notice of Intent to Withdraw Rental Units.

- To qualify for the above extended termination date, the Tenant must notify the owner of their senior or disabled status within sixty (60) days after the date the Notice of Intent to Withdraw Rental Units was filed with the City.

d. **Move-Out Date**.

1. The date a Tenant is required to vacate an Accommodation being withdrawn from the market shall not precede the date the City determines that the Owner has complied with this Article.

2. If the Owner is subject to the provisions of 46.2-1.30(a) (First Right of Return), the date to vacate in the Notice of Intent to Withdraw Rental Units shall be no earlier than six (6) months prior to the commencement of construction, which for purposes of this section includes the commencement of demolition, as opposed to the 120 days set forth in subsection (a) above.

SEC. 46.2-2.25 - Ellis Act – Re-Renting Units Withdrawn from Market

If an Owner withdraws Rental Units from the market, and those Rental units were covered by the CSFRA or MHRSO, the following rules apply if the Rental Units are later offered for rent or lease again.

a. **Re-renting Within 5 years**. If an owner re-rents or re-leases a residential unit during either of the following time periods:

- Within five (5) years after filing a Notice of Intent to Withdraw Rental Units with the City, even if the notice is later canceled or the withdrawal is not completed.

- Within five (5) years after the Rental Units are officially withdrawn from the rental market.

Then, the unit must be rented at the same legal rent that was in place at the time the withdrawal Notice of Intent to Withdraw Rental Units was filed, plus any annual increases allowed under the CSFRA or MHRSO (whichever applies).

1. This subsection shall supersede other laws that would normally allow an owner to set a new rent for a new Tenant.

2. If the owner fails to comply with this subsection, the owner shall be liable to the affected Tenant for punitive damages in an amount up to six months' of the contracted rental rate.

b. **Re-renting Within 2 years**. If an owner re-rents or re-leases a residential unit within two (2) years after it was withdrawn from the rental market, the following provisions shall apply.

1. The displaced Tenant(s) may initiate a civil action under local or state law against the owner for compensatory and punitive damages. Any action initiated by a displaced Tenant pursuant to this paragraph shall be commenced within three (3) years after the date the Rental Unit was withdrawn from the rental market. This paragraph shall not be construed to prohibit a Tenant from pursuing any alternative remedy available under the law.

2. The City may initiate a civil proceeding against the owner for compensatory and punitive damages. Any action initiated by the City pursuant to this paragraph shall be commenced within three (3) years after the date the Rental Unit was withdrawn from the rental market.

3. The owner must first offer the Rental Unit to the Tenant who was displaced by the withdrawal in accordance with Section 46.2-1.30**.**

c. **Re-renting Within 10 years**. If an owner re-rents or re-leases a residential unit within ten (10) years after it was withdrawn from the rental market, the following provisions shall apply.

1. The owner shall deliver written notice of their intent to re-rent the Rental Unit(s) to the Housing Department. A copy of the notice also shall be mailed to all Tenants who were displaced by the withdrawal of the Rental Unit(s) at their last known address.

2. Upon written request by a displaced Tenant received within thirty (30) days after the owner has provided the required written notice of their intent to re-rent the unit(s), the owner must first provide the displaced Tenant the opportunity to return to their unit**.**

3. If a displaced Tenant expresses an interest in returning to their Rental Unit, the owner must offer a new rental or lease agreement on terms allowed by law and in accordance with Section 46.2-1.30

d. **Public Record of Units Subject to this Section**. The City shall record a notice with the County Recorder that clearly identifies any property subject to the rules and responsibilities set forth in this Section. The notice shall include: 1) a description of the property, 2) the dates applicable to any first right of return, and 3) the name of the property owner.

DIVISION 3 – MISCELLANEOUS

SEC. 46.2-3.5 - Language Accessibility for Relocation Documents.

All documents related to relocation assistance, including the Notice of Property Redevelopment, Notice of Intent to Withdraw Rental Units, termination notices, and claim forms, must be provided in Spanish, Chinese, or Russian, depending on the Tenant's language needs.

If a Tenant requests documents in other languages, Landlords must provide translations that reflect the needs of the Tenant with limited English proficiency, in line with the City's administrative guidelines and language access plan.

SEC. 46.2-3.10 - Alternative Means of Compliance.

As an alternative to providing the required relocation assistance, a Landlord may propose an alternative means of compliance that is of equivalent value as the relocation assistance required by this Article and that aligns with the goals and purposes of this Article. The alternative means of compliance may include, but is not limited to, ongoing rent concessions, extended notice periods, or other measures that effectively mitigate the impact on affected Tenants.

The Landlord must submit a detailed description of the proposed alternative means of compliance, along with any additional information the Housing Director determines is necessary to evaluate whether the proposal is of equivalent value as the relocation assistance required by this Article and aligns with the goals and purposes of this Article. All alternative means of compliance proposals are subject to review and approval by the City Council.

SEC. 46.2-3.15 - Administrative ~~Regulations~~ Guidelines.

The Housing Director may issue ~~regulations~~guidelines to implement the provisions of this Article. Any violation of ~~regulations~~ the guidelines issued by the Housing Director shall be considered a violation of this Article.

SEC. 46.2-3.20 - Preservation of City's Authority to Provide Relocation Assistance.

Nothing in this Article limits or affects the City's authority or obligation to require relocation assistance for displaced Tenants not covered by the provisions of this Article.

SEC. 46.2-3.25 – Effect of Non-Compliance by Landlord.

If a Landlord fails to comply with any requirement in this Article, including, but not limited to, sending required notices to the City or to the Tenant, such failure shall serve as an affirmative defense in any unlawful detainer or other legal action the Landlord brings to recover possession

of the Rental Unit.

SECTION 4. Severability. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the other remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

SECTION 5. Publication. Pursuant to Mountain View City Charter Section 522, at least two (2) days prior to final adoption of this ordinance, the City Clerk shall post the ordinance in three (3) prominent places in the City and publish in the City's official newspaper notice setting forth the title of the ordinance, the date of its introduction, and a list of the places where copies of the ordinance are posted.

SECTION 6. Effective Date. Pursuant to Mountain View City Charter Section 519, this ordinance shall become effective thirty (30) days after the date of its adoption.

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