

CITY OF OAKLAND MEASURE Y

Y	Shall the Measure amending Oakland’s Just Cause for Eviction Ordinance (“Ordinance”) to: (1) remove the exemption for owner occupied duplexes and triplexes; and (2) allow the City Council, without returning to the voters, to add limitations on a landlord’s right to evict under the Ordinance, be adopted?	YES
		NO

CITY ATTORNEY’S BALLOT TITLE AND SUMMARY OF MEASURE Y

TITLE: Proposed Amendments to Oakland’s Just Cause for Eviction Ordinance Eliminating Exemptions for Owner-Occupied Duplexes and Triplexes and Authorizing the City Council to Add Limitations on a Landlord’s Right to Evict under the Ordinance Without Voter Approval

CITY ATTORNEY’S SUMMARY OF MEASURE Y:

In 2002 Oakland voters approved Oakland’s Just Cause for Eviction Ordinance (“Ordinance”) (Oakland Municipal Code (“OMC”) section 8.22.300, *et seq.*; also referred to as Measure EE). The Ordinance generally allows landlords to evict tenants from residential rental units covered by the Ordinance only if there is “just cause” for the eviction. The ordinance specifies just cause grounds for eviction, for example, failure to pay rent, lease violation, owner move-in.

This measure would amend the Ordinance to:

- make owner-occupied duplexes and triplexes subject to just-cause for eviction requirements
- authorize the City Council, without voter approval, to add limitations on a landlord’s right to evict under the ordinance;
- delete ordinance provisions that a court invalidated; and
- give the City Council authority to amend the ordinance to comply with changes in state or federal law and delete provisions that courts invalidate in the future.

Exemption for Owner-Occupied Duplexes and Triplexes

The ordinance does not apply to rental units in two- or three-unit properties if an owner occupies one of the units, i.e., such owners are not required to establish a just cause ground to evict tenants. This measure would remove this exemption so that the ordinance would cover tenants who rent units in owner-occupied duplexes and triplexes; owners of these units would be entitled to evict tenants only if they establish the existence of a just cause ground specified in the ordinance and also must comply with relocation requirements when they evict tenants for owner move-in or repairs.

This amendment would remove the exemption from current and future owner-occupied duplexes and triplexes. Only the voters could restore the exemption.

City Council’s Authority to Add Limitations on a Landlord’s Right to Evict under the Ordinance

Because the voters adopted the ordinance, they must approve any change to the ordinance. The ordinance specifies just cause grounds for eviction and lists additional prerequisites to eviction, such as providing proper notice. This measure would allow the City Council, without voter approval, to amend the ordinance to add additional limitations on a landlord’s right to evict tenants under the ordinance, e.g., mandating compliance with certain rules and standards, such as, providing a proper notice.

This provision would not allow the City Council to create new exemptions from the ordinance, modify existing exemptions, or create new just cause grounds for eviction.

Amendments Would Delete Invalidated Provisions and Authorize City Council to Amend the Ordinance to Comply with Changes in Law or Court Invalidation of Provisions

This measure would delete provisions from the ordinance that the Alameda County Superior Court invalidated in 2006 (*Kim v. City of Oakland*, No. RG03081362). The measure also would give the City Council authority, without voter approval, to amend the ordinance to comply with changes in state or federal law, or delete provisions invalidated by court decisions.

s/BARBARA J. PARKER
City Attorney

CITY ATTORNEY'S IMPARTIAL ANALYSIS OF MEASURE Y

The Just Cause for Eviction Ordinance (“Ordinance”) (Oakland Municipal Code § 8.22.300, *et seq.*; also referred to as Measure EE) generally prohibits landlords from evicting tenants from residential rental units covered by the Ordinance without specified just cause grounds. This measure would remove the exemption for owner-occupied duplexes and triplexes, and make the Ordinance applicable to units in those properties. This measure would authorize the City Council to amend the Ordinance to add additional limitations on a landlord’s right to evict without voter approval. This measure also would remove provisions of the ordinance that a court decision invalidated.

Exemption for Owner-Occupied Duplexes and Triplexes

Currently, the Ordinance does not apply to owner-occupied duplexes or triplexes if the occupying owner has at least a one-third interest in the property because such units are exempt from the Ordinance. This measure would add owner-occupied duplexes and triplexes to the units that are covered by the just cause for eviction Ordinance. This change in the law would apply to units that are currently exempt and to any future duplexes and triplexes when one of the units becomes owner-occupied. As a result, this measure would require that landlords in owner-occupied duplexes and triplexes have just cause to evict tenants and comply with relocation requirements when they evict for owner move-in or repairs, unless some other exemption applies.

City Council’s Authority to Add Eviction Requirements

Because the Oakland voters adopted the Just Cause for Eviction Ordinance, they must approve any change to the Ordinance. The Ordinance specifies just cause grounds for eviction and provides additional prerequisites to evictions, such as providing proper notice. This measure would allow the City Council, without returning to the voters, to amend the ordinance to add additional limitations on a landlord’s right to evict, e.g., mandating compliance with certain rules and standards, such as, but not limited to, providing a proper notice.

This amendment would not allow the City Council to create new exemptions from the ordinance or modify existing exemptions, or create new just cause grounds for eviction.

Amendments Delete Invalidated Provisions and Authorize City Council to Amend the Ordinance to Comply with Changes in Law or Court Invalidation of Provisions

This measure would delete the Ordinance provisions that the Alameda County Superior Court invalidated in 2006 (*Kim v. City of Oakland*, No. RG03081362). This measure also would authorize the City Council to amend the ordinance to delete provisions that the courts invalidate and to comply with future changes in state or federal law.

The Oakland City Council placed this measure on the ballot. A “yes” vote for the measure will approve the Ordinance amendments described above; a “no” vote will

reject the amendments. A majority vote (i.e. more than 50% of the votes cast) is required for passage.

s/BARBARA J. PARKER
City Attorney

CITY AUDITOR'S IMPARTIAL ANALYSIS OF MEASURE Y

Summary

The Just Cause for Eviction Ordinance (Just Cause) was adopted by voters on November 5, 2002 (Oakland Municipal Code "O.M.C." 8.22.300) and places restrictions on tenant evictions. Presently, Just Cause covers all units on which construction was completed on or before December 31, 1995, with several exemptions, listed under O.M.C Section 8.22.350.

If the Measure is adopted by a majority (more than 50%) of voters, it would amend O.M.C. 8.22.300 by

- 1) eliminating the exemption for owner-occupied duplexes and triplexes from the Just Cause for Eviction Ordinance,
- 2) allowing City Council, without returning to the voters, to modify the Just Cause for Eviction Ordinance by adding limitations on a landlord's right to evict, without modifying any exemption from the Ordinance contained in O.M.C. Section 8.22.350, and
- 3) adding a subsection under O.M.C. Section 8.22.390, giving City Council the ability to amend the Just Cause Eviction Ordinance to conform to court decisions or state laws.

While the Measure would extend Just Cause eviction requirements to owner-occupied duplexes and triplexes, tenants in these units would not be provided the protections under the City's Rent Adjustment Program Ordinance (O.M.C. 8.22.020). For instance, landlords would not be required to obtain advance approval before raising rents more than the cost-of-living adjustment.

Financial Impact

Currently, there are approximately 8,000 duplex and triplexes in the City of Oakland. It is estimated approximately half of those are owner-occupied and would fall under the Just Cause ordinance.

Per O.M.C. Section 8.22.500 (Rent Program Service Fee), fees are charged against residential rental units that are subject to either the Rent Adjustment Ordinance, the Just Cause for Eviction Ordinance, or both. Currently, the annual service fee is \$68 per rental unit (of which owners may pass through one-half of the annual fee to the tenant).

Under this Measure, we estimate the City would collect additional revenues between \$612,000 and \$748,000 annually. All funds collected would be designated to support the City's Rent Adjustment Program and Just Cause operations and administration.

The implementation of these regulations based upon current staff allocations would have an estimated start-up and annual cost consisting of salaries and benefits of:

- Year one (includes start-up costs): \$92,000
- Subsequent annual costs: \$78,000

This Measure would go into effect ten (10) days after the vote is declared by Oakland City Council.

Disclaimer

The Office of the City Auditor has not audited and, as such, has not validated the City of Oakland Housing and Community Development Department's housing data and salary analysis that supports this Measure. References to this data in our independent analysis represent the best data available at this time.

ARGUMENT IN FAVOR OF MEASURE Y

“Protect All Oakland Renters. Close the Loophole.” Vote “YES” on Measure Y.

This May, Ms. Josephine Hardy, a 69-year old widow and grandmother living on a fixed income, was told that she had 60 days to vacate her Oakland home of 47 years. A new owner had bought Ms. Hardy’s building and was using the duplex-triplex loophole to remove all the tenants from her building. Before the landlord moved into one unit of her triplex, Ms. Hardy and all her neighbors were protected against arbitrary evictions under Oakland’s existing Just Cause for Eviction Ordinance. After the owner moved in, she immediately lost these protections and her landlord filed an eviction lawsuit for no cause.

If Measure Y passes, a new landlord could still select one unit of a building to live in, but the remaining tenants would retain their just cause for eviction protections, which protect them against eviction for no cause.

Ms. Hardy’s story is not unique. Every prospective landlord buying in Oakland can take advantage of the duplex-triplex loophole to push longtime tenants out and then re-rent their old units to newer, wealthier renters, who often pay two or three times more.

Measure Y is an important tool to address the housing crisis in Oakland. Placed on the ballot by unanimous vote of the City Council, Measure Y is a straightforward revision of the Just Cause for Eviction Ordinance based on what works to protect renters. Measure Y will:

- Protect all renters from displacement regardless of building size
- Close a loophole presently abused by speculators and leading to displacement of long-term tenants

For more information: www.protectoaklandrenters.org

s/LIBBY SCHAAF
Oakland Mayor

s/DAN KALB
Oakland City Councilmember

s/JAMES VANN
Oakland Tenants Union, Founder

s/GARY JIMENEZ
Service Employees Int’l Union (SEIU) local 1021,
Political Vice-President

REBUTTAL TO ARGUMENT IN FAVOR OF MEASURE Y

Oakland voters passed a strong eviction ordinance 15 years ago. It covers 95% of all rental properties in Oakland and has helped stabilize rents and helped to keep many Oakland renters in their homes or apartments.

The measure passed because it exempted small owners who live in their duplex or triplex and rent out the other unit(s). In fact, Oakland now encourages the building of granny units to increase affordable housing.

Adding new restrictions on small owners would virtually eliminate the building of granny units and many small owners will not rent a spare bedroom or apartment.

Fewer available apartments will push rents higher, harming even more renters. Existing homeowners will not be willing to endure the expense to build a granny unit.

The majority of small owners of duplexes and triplexes in Oakland are minorities, retirees, and people without other sources of income. Passage of Measure Y will discourage them from renting an extra apartment. Often this is the only way they are able to pay the mortgage and taxes.

The original exemption of small property owners was recognized as a way to keep small property owners in their own homes. This measure will force many small owners to take units off the market.

This proposal will make the housing crisis worse, not better. It is bad public policy and even Berkeley is moving to allow small owners an exemption.

This measure is bad for homeowners, bad for tenants and bad for housing.

Vote NO on Measure Y.

s/VITO ESPOSITO
Homeowner

s/HOMAYOUN GHADERI
Homeowner

s/KAREN FRANCISCO

ARGUMENT AGAINST MEASURE Y

The more you KNOW, the more you want to vote NO!

The housing shortage is a real problem but this proposed measure is TOO EXTREME and does NOTHING to solve it.

This initiative would take control of your home away from you!

Currently, YOU decided who lives upstairs in your duplex or in the in-law unit downstairs. If your elderly mother or another family needs the second unit, you work it out with your neighbor who is also your renter. Instead, this measure would give your renter-neighbor every reason to hire attorneys, sue you, and run up thousands of dollars in legal bills and many months of delay. Just to recover your own home!

The existing Eviction Ordinance passed because it exempts owners that live in their duplex and triplex as having “a special relationship” with their renters. They live on the same property, often in the same house. It was true then. It still is.

Faced with even this threat, many small owners will just leave the market, making the housing shortage even worse.

If you could no longer control who lives in your home, would you continue to rent it out?

Would you endure the expense to build a granny unit, only to find out your backyard tenant will be granted a lifetime lease? Even Berkeley is voting now on restoring this exemption in order to create more housing.

Fewer available apartments will push rents even higher, harming even more renters.

Please tell the tenant attorneys that this extreme proposal might be good for their business. But it would be bad for Oakland.

Thirty years of tightening restrictions have dug a deep hole in the rental market. IT'S TIME TO STOP DIGGING!

Vote NO on Measure Y. It's too extreme!

s/GEORGIA W. RICHARDSON

Homeowner

s/VITO ESPOSITO

Homeowner

s/KAREN FRANCISCO

Homeowner

s/HOMAYOUN GHADERI

Homeowner

s/GRANT CHAPPELL

Homeowner

REBUTTAL TO ARGUMENT AGAINST MEASURE Y

Keep Oakland housed. Please join us and “Vote Yes” on “Measure Y.”

Measure Y is a fair and reasonable approach to Oakland's housing crisis that will extend just cause eviction protections to thousands of renters who are currently at risk of displacement and homelessness.

As illustrated in several news stories, speculative investors use eviction as a way of “capturing profit.” See the June 25, 2018 local CBS story “Caught On Video: Oakland Realtors Coach Buyers On How To Profit From Tenant Eviction” about realtors coaching potential buyers on how to evict tenants from duplexes and triplexes in Oakland. Measure Y will close a loophole that is leading to a wave of evictions of long-term renters.

If Measure Y passes, all landlords will continue:

- 1) To control to whom they rent;
- 2) To evict tenants for just causes such as failure to pay rent, owner move-in, family member move-in, failure to comply with the rental contract, nuisance or criminal activity.
- 3) Landlords who live in the same single family home or apartment unit as their tenants will continue to remain completely exempt from just cause for eviction restrictions under Measure Y.

A broad community coalition--including Oakland Councilmembers, Oakland tenants' rights groups, faith leaders, homeowners, tenants, small landlords and labor-committed to ending Oakland's housing crisis support Measure Y because we know that Oakland can do a better job of protecting long-term residents and addressing the increasing rate of homelessness.

Keep Oakland housed. Please join us and “Vote Yes” on “Measure Y.”

For more information: www.protectOaklandRenters.org

s/NOEL GALLO

Oakland City Councilmember

s/JAHMESE MYRES

Oakland Planning Commission, Chairperson

s/CHRISTINA DURAZO

Causa Justa : Just Cause, Housing Director

s/CARROLL FIFE

Oakland Alliance of Californians for Community Empowerment (ACCE), Director

s/KATHERINE PETERS

Property Owners for Fair and Affordable Housing, Homeowner and Member

FULL TEXT OF MEASURE Y

Section 1. Amendments to Section 5 of Measure EE [O.M.C. Section 8.22.350]. Added text is shown as double underlined type; deleted text is shown as ~~strikethrough~~ type; language for those portions invalidated in Alameda Superior Court No. RG03081362 (*Kim v. City of Oakland*) and deleted herein are shown as *italicized and strikethrough* type.

Section 5 [8.22.350] - Applicability and Exemptions.

The provisions of this chapter shall apply to all rental units in whole or in part, including where a notice to vacate/quit any such rental unit has been served as of the effective date of this chapter but where any such rental unit has not yet been vacated or an unlawful detainer judgment has not been issued as of the effective date of this chapter. However, Section 6 [8.22.360] and Section 7(A)-(E) [8.22.370(A) through 8.22.370(E)] of the chapter [O.M.C. Chapter 8.22, Article II] shall not apply to the following types of rental units:

- A. Rental units exempted from Part 4, Title 4, Chapter 2 of the California Civil Code (CCC) by CCC § 1940(b).
- B. Rental units in any hospital, skilled nursing facility, or health facility.
- C. Rental units in a nonprofit facility that has the primary purpose of providing short term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception.
- D. Rental units in a nonprofit facility which provides a structured living environment that has the primary purpose of helping homeless persons obtain the skills necessary for independent living in permanent housing and where occupancy is restricted to a limited and specific period of time of not more than twenty-four (24) months and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception.
- E. Rental units in a residential property where the owner of record occupies a unit in the same property as his or her principal residence and regularly shares in the use of kitchen or bath facilities with the tenants of such rental units. For purposes of this section, the term owner of record shall not include any person who claims a homeowner's property tax exemption on any other real property in the State of California.
- F. ~~A rental unit in a residential property that is divided into a maximum of three units, one of which is occupied by the owner of record as his or her principal residence. For purposes of this section, the term owner of record shall not include any person~~

~~who claims a homeowner's property tax exemption on any other real property in the State of California. Reserved.~~

G. A unit that is held in trust on behalf of a developmentally disabled individual who permanently occupies the unit, or a unit that is permanently occupied by a developmentally disabled parent, sibling, child, or grandparent of the owner of that unit.

H. Reserved.

- I. A rental unit or rental units contained in a building that has a certificate of occupancy for the new construction of the unit or building in which the rental unit(s) is contained is issued on or after December 31, 1995.
 1. This exemption applies only to rental units that were newly constructed from the ground up and does not apply to units that were created as a result of rehabilitation, improvement or conversion of commercial space, or other residential rental space.
 2. If no certificate of occupancy was issued for the rental unit or building, in lieu of the date a certificate of occupancy, the date the last permit for the new construction was finalized prior to occupancy shall be used.

Section 2. Amendments to Section 6 of Measure EE [O.M.C. Section 8.22.360]. Added text is shown as double underlined type; deleted text is shown as ~~strikethrough~~ type; language for those portions invalidated in Alameda Superior Court No. RG03081362 (*Kim v. City of Oakland*) and deleted herein are shown as *italicized and strikethrough* type.

Section 6 [8.22.360] - Good Cause Required for Eviction.

- A. No landlord shall endeavor to recover possession, issue a notice terminating tenancy, or recover possession of a rental unit in the city of Oakland unless the landlord is able to prove the existence of one of the following grounds:
 1. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under provisions of state or local law, and said failure has continued after service on the tenant of a written notice correctly stating the amount of rent then due and requiring its payment within a period, stated in the notice, of not less than three days. However, this subsection shall not constitute grounds for eviction where tenant has withheld rent pursuant to applicable law.
 2. The tenant has continued, after written notice to cease, to substantially violate a material term of the tenancy other than the obligation to surrender possession on proper notice as required by law, provided further that notwithstanding any lease provision to the contrary, a landlord shall not endeavor to recover possession of a rental unit as a result of subletting of the rental unit by the tenant if the landlord has unreasonably withheld

the right to sublet following a written request by the tenant, so long as the tenant continues to reside in the rental unit and the sublet constitutes a one-for-one replacement of the departing tenant(s). If the 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 landlord.

3. The tenant, who had an oral or written agreement with the landlord which has terminated, has refused after written request or demand by the landlord to execute a written extension or renewal thereof for a further term of like duration and under such terms which are materially the same as in the previous agreement; provided, that such terms do not conflict with any of the provisions of this chapter. [O.M.C. Chapter 8.22, Article II].
4. The tenant has willfully caused substantial damage to the premises beyond normal wear and tear and, after written notice, has refused to cease damaging the premises, or has refused to either make satisfactory correction or to pay the reasonable costs of repairing such damage over a reasonable period of time.
5. The tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants at the property.
6. The tenant has used the rental unit or the common areas of the premises for an illegal purpose including the manufacture, sale, or use of illegal drugs.
7. The tenant has, after written notice to cease, continued to deny landlord access to the unit as required by state law.
8. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession of the rental unit for his or her occupancy as a principal residence where he or she has previously occupied the rental unit as his or her principal residence and has the right to recover possession for his or her occupancy as a principal residence under a written rental agreement with the current tenants.
 - a. Here the owner of record recovers possession under this Subsection (9) [Paragraph 8.22.360 A.9], and where continuous occupancy for the purpose of recovery is less than thirty-six (36) months, such recovery of the residential unit shall be a presumed violation of this chapter.
- b. The owner of record may not recover possession pursuant to this subsection more than once in any thirty-six (36) month period,
- c. The owner must move in to unit within three (3) months of the tenant's vacation of the premises.
- d. ~~When the owner seeking possession of a unit under Section 6(A)(9) [8.22.360 A.9] owns a similar vacant unit, the owner's decision not to occupy said similar unit shall create a rebuttable presumption that they are seeking to recover possession in bad faith. Reserved.~~
- e. A landlord may not recover possession of a unit from a tenant under Subsection 6(A)(9) [8.22.360 A.9], if the landlord has or receives notice, any time before recovery of possession, that any tenant in the rental unit:
 - i. Has been residing in the unit for five (5) years or more; and
 - (a) Is sixty (60) years of age or older; or
 - (b) Is a disabled tenant as defined in the California Fair Employment and Housing Act (California Government Code § 12926); or
 - ii. Has been residing in the unit for five (5) years or more, and is a catastrophically ill tenant, defined as a person who is disabled as defined by Subsection (e)(i)(b) [8.22.360 A.9.e.i.b] and who suffers from a life threatening illness as certified by his or her primary care physician.
- f. The provisions of Subsection (e) [8.22.360 A.9.e] above shall not apply where the landlord's qualified relative who will move into the unit is 60 years of age or older, disabled or catastrophically ill as defined by Subsection (e) [8.22.360 A.9.e], and where every rental unit owned by the landlord is occupied by a tenant otherwise protected from eviction by Subsection (e) [8.22.360 A.9.e].
- g. A tenant who claims to be a member of one of the classes protected by Subsection 6(A)(9)(e) [8.22.360 A.9.e] must submit a statement, with supporting evidence, to the landlord. A landlord may challenge a tenant's claim of protected status by requesting a hearing with the Rent Board. In the Rent Board hearing, the tenant shall have the burden of proof to show protected status. No civil or criminal liability shall be imposed upon a landlord for challenging a tenant's claim of protected status. The Rent Board shall adopt rules and regulations to implement the hearing procedure.
- h. Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 6(A)(9) [8.22.360 A.9], no other current landlords may recover possession of

any other rental unit in the building under Subsection 6(A)(9) [8.22.360 A.9]. Only one specific unit per building may undergo a Subsection 6(A)(9) [8.22.360 A.9] eviction. Any future evictions taking place in the same building under Subsection 6(A)(9) [8.22.360 A.9] must be of that same unit, provided that a landlord may file a petition with the Rent Board or, at the landlord's option, commence eviction proceedings, claiming that disability or other similar hardship prevents him or her from occupying a unit which was previously the subject of a Subsection 6(A)(9) [8.22.360 A.9] eviction. The Rent Board shall adopt rules and regulations to implement the application procedure.

- i. A notice terminating tenancy under this Subsection must contain, in addition to the provisions required under Subsection 6(B)(5) [8.22.360 B.5]:
 - ii—[sic] i. A listing of all property owned by the intended future occupant(s).
 - iii—[sic] ii. The address of the real property, if any, on which the intended future occupant(s) claims a homeowner's property tax exemption.
 - iv—[sic] A statement informing tenant of his or her rights under Subsection 6(C) [8.22.360 C].*
10. The owner of record, after having obtained all necessary permits from the City of Oakland on or before the date upon which notice to vacate is given, seeks in good faith to undertake substantial repairs that cannot be completed while the unit is occupied, and that are necessary either to bring the property into compliance with applicable codes and laws affecting health and safety of tenants of the building, or under an outstanding notice of code violations affecting the health and safety of tenants of the building.
- a. Upon recovery of possession of the rental unit, owner of record shall proceed without unreasonable delay to effect the needed repairs. The tenant shall not be required to vacate pursuant to this section, for a period in excess of three months; provided, however, that such time period may be extended by the Rent Board upon application by the landlord. The Rent Board shall adopt rules and regulations to implement the application procedure.
 - b. Upon completion of the needed repairs, owner of record shall offer tenant the first right to return to the premises at the same rent and pursuant to a rental agreement of substantially the same terms, subject to the owner of record's right to obtain rent increase for capital improvements consistent with the terms of

the Oakland Residential Rent Arbitration Ordinance or any successor ordinance.

- c. A notice terminating tenancy under this Subsection 6(A)(10) [8.22.360 A.10] must include the following information:
 - i. A statement informing tenants as to their right to payment under the Oakland Relocation Ordinance.
 - ii. A statement that "When the needed repairs are completed on your unit, the landlord must offer you the opportunity to return to your unit with a rental agreement containing the same terms as your original one and with the same rent (although landlord may be able to obtain a rent increase under the Oakland Residential Rent Arbitration Ordinance [O.M.C. Chapter 8.22, Article I]."
 - iii. A statement informing tenant of his or her rights under Subsection 6(C) [8.22.360 C].* Reserved.
 - iv. An estimate of the time required to complete the repairs and the date upon which it is expected that the unit will be ready for habitation.
11. The owner of record seeks *in good faith, without ulterior reasons and with honest intent*, remove the property from the rental market in accordance with the terms of the Ellis Act (California Government Code Section 7060 et seq.).
- B. The following additional provisions shall apply to a landlord who seeks to recover a rental unit pursuant to Subsection 6(A) [8.22.360 A]:
1. The burden of proof shall be on the landlord in any eviction action to which this order is applicable to prove compliance with Section 6 [8.22.360].
 2. A landlord shall not endeavor to recover possession of a rental unit unless at least one of the grounds enumerated in Subsection 6(A) [8.22.360 A] above is stated in the notice and that ground is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession.
 3. Where a landlord seeks to evict a tenant under a just cause ground specified in Subsections 6(A)(7, 8, 9, 10, 11) [8.22.360 A.7, 8, 9, 10, 11], she or he must do so according to the process established in CCC § 1946 (or successor provisions providing for 30 day notice period); where a landlord seeks to evict a tenant for the grounds specified in Subsections 6(A)(1, 2, 3, 4, 5, 6) [8.22.360 A.1, 2, 3, 4, 5, 6], she or he must do so according to the process established in CCP § 1161 (or successor provisions providing for 3 day notice period).

4. Any written notice as described in Subsection 6(A)(2, 3, 4, 5, 7) [8.22.360 A.2, 3, 4, 7] shall be served by the landlord prior to a notice to terminate tenancy and shall include a provision informing tenant that a failure to cure may result in the initiation of eviction proceedings.
 5. Subsection 6(B)(3) [8.22.360 B.3] shall not be construed to obviate the need for a notice terminating tenancy to be stated in the alternative where so required under CCP § 1161.
 6. A notice terminating tenancy must additionally include the following:
 - a. A statement setting forth the basis for eviction, as described in Subsections 6(A)(1) [8.22.360 A.1] through 6(A)(11) [8.22.360 A.11];
 - b. A statement that advice regarding the notice terminating tenancy is available from the Rent Board.
 - c. Where an eviction is based on the ground specified in Subsection 6(A)(9) [8.22.360 A.9], the notice must additionally contain the provisions specified in Subsection 6(A)(9)(i) [8.22.360 A.9.i].
 - d. Where an eviction is based on the ground specified in Subsection 6(A)(10) [8.22.360 A.10], the notice must additionally contain the provisions specified in Subsection 6(A)(10)(c) [8.22.360 A.10].
 - e. Failure to include any of the required statements in the notice shall be a defense to any unlawful detainer action.
 7. Within ten (10) days of service of a notice terminating tenancy upon a tenant, a copy of the same notice and any accompanying materials must be filed with the Rent Board. Each notice shall be indexed by property address and by the name of the landlord. Such notices shall constitute public records of the City of Oakland, and shall be maintained by the Rent Board and made available for inspection during normal business hours. Failure to file the notice within ten (10) days of service shall be a defense to any unlawful detainer action.
- C. Reserved. *The following additional provisions shall apply to a landlord who seeks to recover a rental unit pursuant to Subsections 6(A)(9) [8.22.360 A.9] or (10) [8.22.360 A.10]:*
1. *Where the landlord owns any other residential rental units, and any such unit is available or will become available between the time of service of written notice terminating tenancy and the earlier of the surrender of possession of the premises or the execution of a writ of possession pursuant to the judgment of a court of competent jurisdiction, the landlord shall, as a condition of obtaining possession pursuant to Section 6 [8.22.360], notify tenant in writing of the existence and address of each such vacant unit and offer tenant the right to choose any available rental unit and at the tenant's option: i) to enter into a temporary rental agreement; or ii) to enter into a new rental agreement. The landlord shall offer that unit to the tenant at a rent based on the rent that the tenant is currently paying, with upward or downward adjustments allowed based upon the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for the replacement unit shall be determined by the Rent Board.**
 2. *The following shall be considered rebuttably presumptive violations of this chapter by the landlord:**
 - a. *Where the event which the landlord claims as grounds to recover possession under Subsection 6(A)(9) [8.22.360 A.9] or (10) [8.22.360 A.10] is not initiated within three (3) months after the tenant vacates the unit.**
 - b. *Where a landlord times the service of the notice, or the filing of an action to recover possession, so as to avoid offering a tenant a replacement unit.**
 - c. *Where the individual (a landlord or qualified relative) for whom the Subsection 6(A)(9) [8.22.360 A.9] eviction occurred does not occupy a unit for a minimum of thirty-six (36) consecutive months.*
- D. Substantive limitations on landlord's right to evict.
1. In any action to recover possession of a rental unit pursuant to Section 6 [8.22.360], a landlord must allege and prove the following:
 - a. the basis for eviction, as set forth in Subsection 6(A)(1) through 6(A)(11) [8.22.360 A.1 through 8.22.360 A.11] above, was set forth in the notice of termination of tenancy or notice to quit;
 - b. that the landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive;
 2. If landlord claims the unit is exempt from this ordinance, landlord must allege and prove that the unit is covered by one of the exceptions enumerated in Section 5 [8.22.350] of this chapter. Such allegations must appear both in the notice of termination of tenancy or notice to quit, and in the complaint to recover possession. Failure to make such allegations in the notice shall be a defense to any unlawful detainer action.

3. This subsection (D) [8.22.360 D] is intended as both a substantive and procedural limitation on a landlord's right to evict. A landlord's failure to comply with the obligations described in Subsections 7(D)(1) or (2) [sic] [8.22.360 D.1 or 8.22.360 D.2] shall be a defense to any action for possession of a rental unit.

E. In the event that new state or federal legislation confers a right upon landlords to evict tenants for a reason not stated herein, evictions proceeding under such legislation shall conform to the specifications set out in this chapter [O.M.C. Chapter 8.22, Article II].

F. The City Council is authorized to modify the Just Cause for Eviction Ordinance (Measure EE [O.M.C., Chapter 8, Article II (8.22.300, et seq.)]) for the purpose of adding limitations on a landlord's right to evict, but the City Council may not modify any exemption from this Ordinance contained in Section 5 [O.M.C. Section 8.22.350].

Section 3. Amendments to Section 9 of Measure EE [O.M.C. Section 8.22.390]. Added text is shown as double underlined type; deleted text is shown as ~~strikethrough~~ type.

Section 9 [8.22.390] - Partial invalidity.

A. If any provision of this chapter or application thereof is held to be invalid, this invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or applications, and to this end the provisions and applications of this chapter are severable.

B. If any provision of this Just Cause for Eviction Ordinance (Measure EE [O.M.C., Chapter 8, Article II (8.22.300, et seq.)]) is invalidated or required to be modified by a court decision or change in State or Federal law, the City Council is authorized to make such modifications to conform to the court decision or change in state law provided such modifications effectuate the purpose of the Just Cause for Eviction Ordinance and the original text.

Section 4. Applicability and Grandparenting.

A. Applicability to rental units. The amendments set out in Section 1 of this measure apply to all rental units that qualify for exemption prior to the effective date of this measure and to all rental units subsequent to the effective date.

B. Applicability to notices served prior to effective date of the measure. The amendments set out in Section 1 of this measure (1) do not apply to any valid notice terminating tenancy pursuant to Code of Civil Procedure 1161(2)-(4) served prior to the effective date of this measure; (2) apply to notices terminating tenancy pursuant to Civil Code 1946 or 1946.1 that have been served as of the effective

date of this measure, but where such rental unit has not been vacated or an unlawful detainer judgment has not been issued as of the effective date of this measure.

Section 5. This action is exempt from the California Environmental Quality Act ("CEQA") pursuant to, but not limited to, the following CEQA Guidelines: § 15378 (regulatory actions), § 15061(b)(3) (no significant environmental impact), and § 15183 (consistent with the general plan and zoning).

Section 6. Severability. If any section, subsection, sentence, clause or phrase of this Measure is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Measure. The voters hereby declare that it would have passed this Measure and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional. In lieu of severance, any section declared invalid or unconstitutional may be modified pursuant to Section 3 above, as appropriate.

Section 7. Effective Date. This Ordinance shall be effective only if approved by a majority of the voters voting thereon and shall go into effect ten (10) days after the vote is declared by the City Council.