

ZONING / PERMIT PROCESSING
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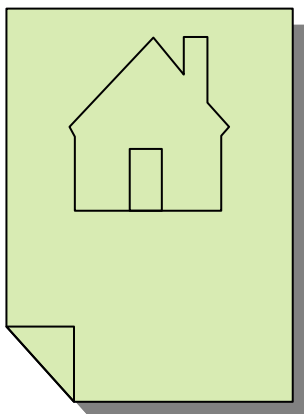


INSPECTION SERVICES
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PLANNING AND COMMUNITY DEVELOPMENT DEPARTMENT
809 Center Street • Room 206 • Santa Cruz, CA 95060 • www.cityofsantacruz.com
Lee Butler, Director, AICP, LEED, AP

Property Owner:

Housing Inspection and Relocation



Includes ordinance changes approved by City Council,
February 27, 2018

HOUSING CODE INSPECTION

Dear Property Owner:

The City of Santa Cruz has inspected rentals on this property. The inspector found that some aspect(s) of the unit(s) did not meet code. 1 The goal is to meet the minimum standards of the 2015 International Property Maintenance Code, 2016 California Residential Code, 2016 California Health and Safety Code, 1997 Uniform Housing Code and the City of Santa Cruz Municipal Code.

- Hazardous conditions / conditions not meeting code.
- Unpermitted construction or conversion (I.e. garage to dwelling unit).

What happens if the unit must be repaired?

If the City finds health safety problems, the inspector will decide how quickly repairs must be made based on the condition of the unit. Again, this will be noted on the list.

The City will take enforcement action if repairs are not made or they are not made in the time set by the City. The City may post the unit as "substandard" and order the dwelling unit to be "vacated." If the City orders a unit vacated, nobody will be allowed to live in the dwelling until it is repaired, or made safe.

If the inspector finds problems that are not an immediate hazard, he or she will set a time line by which the repairs must be made. Depending on the type of repairs¹ you may need permits. Please call the Building Department at (831) 420-5417 if you have building permit questions. Sometimes¹ repairs can be done while the tenant stays in the unit. However, some work can only be done if the living unit is vacant. If the tenant has to move out temporarily or permanently, please review the enclosed Relocation Ordinance•

The tenants have to leave the unit. Now what?

We enclosed Information about the City's Relocation Ordinance (Santa Cruz Municipal Code 21.03.010 through 21.03.050). Please read it carefully, the details are Important. You may wish to discuss this with your attorney. Please complete the attached form "Tenant Relocation Assistance- Proof of Compliance" for each affected unit and return it to the Code Compliance Specialist.

Once the unit is repaired, the owner must offer it to the tenant who lived in the unit before the City required the repair (right of first refusal).

Enclosed you will find information about the City's Relocation Ordinance

(Chapter 21.03). Please read It carefully, the details are Important. It will give you Information about the owner's and your own obligations.

Are there exceptions to the relocation assistance rules?

Yes, there are exceptions. The property owner does not pay relocation assistance if one of the following conditions applies:

- The tenant is not current with the rent. Exception1: The tenant withheld rent pursuant to state law for correction of unsafe or hazardous conditions.
- The tenant substantially caused the substandard housing conditions.
- The tenant needs to leave because the rental became unsafe or hazardous due to recent events "beyond the control of the property owner" (i.e. earthquake, flood or other disaster).

If you have questions about this letter or the ordinance, please call the City of Santa Cruz at (831)420-5111. The City has Spanish-speaking staff.

Sincerely,

Department of Planning and Community Development, Code Compliance Division

Enclosure: Chapter 21.03 Relocation Assistance for Displaced
Tenants
Relocation Worksheets
Tenants Fair Market Rent Schedule

Chapter 21.03
RELOCATION ASSISTANCE FOR DISPLACED TENANTS

21.03.010 INTENT AND PURPOSE

The city council finds that tenants, who are required to vacate structures rented for residential purposes due to unsafe or hazardous living conditions, or due to illegal use of the structure as a residence, oftentimes confront difficulties in finding temporary housing while said structure is being repaired, and/or difficulties in finding other permanent affordable housing. Further, said difficulties create a financial hardship for said tenants. The city council also finds that property owners who do not maintain rental properties and who sold structures to become unsafe or hazardous should bear responsibility for the hardship their actions create for said tenants. Therefore, the city council finds and declares it necessary to enact this chapter to protect the public health, safety and welfare. Nothing herein shall limit or preclude other remedies available to tenants under the law.

21.03.020 DEFINITIONS

For purposes of this chapter, the following words and phrases, whenever used, shall be construed as defined in this section:

- (a) "Relocation assistance" shall mean a relocation payment and the right of first refusal to reoccupy a residential structure, as defined in this section.
- (b) "Relocation payment" shall mean:
 - (1) The immediate payment of three months' fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development schedule of fair market rents, or three months of the tenant's actual rent at the time of relocation, whichever is greater, or other arrangements of equal benefit which are agreeable to the tenant as evidenced by a written agreement between the tenant and the property owner. Such agreement shall at a minimum contain each of the following components:
 - (A) The names of the current occupants of the unit being vacated, and an indication of who is considered the head of household therein;
 - (B) The address and the number of the unit from which the tenant is being displaced;
 - (C) A statement indicating the amount of relocation payment to which the tenant is entitled, according to the most current Federal Department of Housing and Urban Development schedule of fair market rent for the size of the subject unit;
 - (D) A statement that the tenant has waived the right to such relocation

payment, and describing what, if any, alternative arrangements of equal benefit the property owner has agreed to provide the tenant, which is acceptable to the tenant in lieu of relocation payment; and

(E) The address, if known, of the location to which the tenant plans to move.

(2) Where a tenant is required to vacate a structure with less than thirty days' notice, relocation payment shall also include the immediate payment of one additional month's fair market value rent for a unit of comparable size, as established by the most current Federal Department of Housing and Urban Development (HUD) schedule of fair market rents, or the provision of alternative, safe and legal housing for thirty days after the tenant vacates, whichever the tenant prefers.

(3) "Immediate payment" of any relocation payment shall mean payment delivered to the tenant within one week of the notice to vacate or prior to the time the tenant vacates the unit, whichever occurs first.

(4) A relocation payment shall be a separate requirement and obligation payable to a tenant in addition to the refund of any security deposit pursuant to California Civil Code Section 1950.5 or the payment of interest accrued on sold security deposit pursuant to Chapter 21.02 of this code.

(c) Right of first refusal.

Any tenant evicted or required to vacate any residential structure pursuant to the provisions of this chapter shall be given the right of first refusal to reoccupy a residential structure on the site once said structure becomes habitable, or once housing is developed on the site.

21.03.030 RELOCATION ASSISTANCE REQUIREMENTS

(a) Relocation Payment Due. The owner of any structure rented for residential purposes shall provide directly to each tenant a relocation payment as defined in Section 21.03.020 as follows: within one week of any notice of eviction or prior to the time the tenant vacates the unit, whichever occurs first, for any notice of eviction or other order requiring a tenant to vacate any structure rented for residential purposes due to unsafe or hazardous living conditions or due to illegal use of the structure as a residence.

(b) Proof of Compliance. In order to provide proof of compliance by the property owner with the relocation payment requirements of this code, a copy of the check or money order provided to the tenant, and a receipt signed by the tenant, or a copy of the written agreement executed by the property owner and the tenant providing for and describing alternative arrangements, shall be provided to the code compliance specialist of the city of Santa Cruz department of planning and community development, within five (5) days of the date that the unit is vacated by the tenant.

(c) Right of First Refusal. Any tenant evicted or required to vacate any residential structure pursuant to the provisions of this chapter shall be given the right of first refusal to reoccupy a residential structure on the site once said structure becomes habitable, or once housing is redeveloped on the site.

(1) The owner of sold structure shall, at the time the tenant vacates, provide written notice advising the tenant of the right of first refusal. Said notice shall include current address and telephone number which can be used by the tenant to contact the owner.

(2) It shall be the tenant's responsibility to provide the owner of said structure with contact information consisting of the tenant's current address and/or telephone number to be used for future notification, and to provide updated contact information to the owner upon change of said information.

(3) Thereafter, when sold structure, or redeveloped structure on the same site, becomes habitable, the property owner shall give written notice to the tenant advising sold tenant that the structure is ready for occupancy. Said written notice should be made by certified mail, return receipt requested.

(4) If the property owner cannot locate previous tenant after two attempts over a period of two weeks, the property owner shall be deemed to have complied with the right of first refusal provision of this chapter, and the tenant's right of first refusal shall thereafter be forfeited.

21.03.040 EXCEPTIONS

(a) Any tenant evicted or required to vacate as a result of unsafe or hazardous living conditions or illegal use, who is then in default of rent (except tenants withholding rent pursuant to state law for correction of unsafe or hazardous conditions), who refuses to vacate after the timely payment of the relocation payment, or who has caused or substantially contributed to the condition(s) giving rise to the abatement, shall not be entitled to receive relocation assistance from the property owner.

(b) Property owners are not required to provide relocation assistance to any tenant evicted or required to vacate a residential structure that becomes unsafe or hazardous due to recent events that are beyond the control of the property owner.

21.03.050 RENT INCREASES DURING REPAIRS

(a) In those cases where the owner has been issued a notice and order by the city to repair or remedy unsafe or hazardous living conditions or illegal use of residential rental property and where said repairs or remediation do not require the relocation of tenants, thereby allowing tenants to remain in residence while said repairs are undertaken, it shall be unlawful for a property owner to increase the amount of rent for any structure rented for residential purposes during the time that repairs are being made pursuant to the city notice and order requiring said repairs.

(b) No rent increase shall thereafter be levied until the city has issued a notice of correction verifying the fact that said repairs or remediation have been completed.


(c) In those cases where a notice and order has been issued to a property owner by the city to repair or remedy unsafe or hazardous living conditions or illegal use of residential rental property, and where said notice and order has been issued by the city within 90 days of a rent increase levied by the property owner upon the tenants of the property, and where said repairs or remediation do not require the relocation of the tenants, thereby allowing tenants to remain in residence while said repairs are undertaken, the property owner shall be required to roll back rents to the rates of rent charged by the property owner prior to the subject rent increase. In addition, all excess rents collected by the property owner between the date of the rent increase and the date of the notice and order shall be refunded to the tenants. Thereafter, it shall be unlawful for the property owner to increase the amount of rent during the time that said repairs and remediation are being made pursuant to the subject notice and order requiring said repairs and no rent increase shall be levied until the city has issued a notice of correction verifying the fact that said repairs or remediation have been completed.

21.03.060 VIOLATION AND PENALTY

Any violation of this chapter shall be deemed an infraction for the first offense. Any subsequent violation occurring within six months from the first offense shall be deemed a misdemeanor. In addition to any other available remedies and penalties, said offense(s) shall be subject to the remedies and penalties provided for in Title 4 of this code. In accordance with Section 4.12.030, an administrative civil penalty of up to \$2,500.00 per day may be assessed for each day during which a property owner, or manager fails to provide relocation assistance required by Section 21.03.030 following the issuance of a written order or notice of violation by the City. Nothing herein shall limit the right of a tenant to enforce the obligations provided herein by civil action or by any other legal remedy which may be available to said tenant.

21.03.070 PRIVATE RIGHT OF ACTION

Any person whose rights pursuant to this chapter have been violated shall have a right to file an action for injunctive relief and/or damages. Whoever is found to have violated this chapter shall be subject to appropriate injunctive relief and shall be liable for damages, costs and reasonable attorney's fees. Treble damages shall be awarded for willful failure to comply with the payment obligation established by this chapter. Any action pursuant to this section shall be a civil matter and adjudicated through civil court.

TENANT RELOCATION ASSISTANCE - PROOF OF COMPLIANCE Department of Planning & Community Development 809 Center Street, Room 206 Santa Cruz, CA 95060 www.cityofsantacruz.com (831) 420-5100 phone, (831) 420-5434 fax		DATE STAMP	CASE OR PERMIT #
			RECEIVED BY
			<input type="checkbox"/> CODE ENFORCEMENT <input type="checkbox"/> DEMOLITION <input type="checkbox"/> ZONING

NOTICE TO PROPERTY OWNER: 'Sec. 21.03.030 Relocation Assistance Requirements' and 'Sec. 24.08.1350 Relocation Assistance' of the Santa Cruz Municipal Code require this information. For questions, call (831) 420-5111. Please complete a separate form and provide documentation for each unit. Please fill out the following boxes:

- **RENTAL UNIT INFORMATION, *and***
- ***Either***
 - **PART 1 (No Tenant Relocation Assistance Due), or**
 - **PART 2 (Relocation Payment has been made by Check or Money Order), or**
 - **PART 3 (Relocation Assistance by Arrangement with Tenant of Equal Value),**
- ***And* DECLARATION.**

Return the form to:

Planning and Community Development Department, City of Santa Cruz, 809 Center Street, Room 107, Santa Cruz, CA 95060.

<u>RENTAL UNIT INFORMATION</u>	
Rental Unit Address: _____	Zip: _____
Property Owner: _____	Phone: _____
Mailing Address: _____	Zip: _____
Head of Household and Other Tenants: _____	
_____	Phone: _____
Tenant's old address, including unit number: _____	
Tenant's new address, including unit number: _____	

Please complete either Part 1, or Part 2, or Part 3.

<p><u>PART 1: NO TENANT RELOCATION ASSISTANCE DUE</u></p> <p>Please attach documentation that no tenant relocation assistance is due because: _</p> <p><input type="checkbox"/> Tenant was in default of rent (except tenants withholding rent pursuant to state law for correction of unsafe or hazardous conditions).</p> <p><input type="checkbox"/> Tenant has caused or substantially contributed to the condition(s) giving rise to the abatement. _</p> <p><input type="checkbox"/> Unit became unsafe or hazardous due to recent events that are beyond the control of the property owner (i.e. earthquake).</p>

PART 2: RELOCATION ASSISTANCE THROUGH CHECK OR MONEY ORDER

- Amount of relocation payment to the tenant per Federal Department of Housing and Urban Development schedule of fair market rent for the size of the unit or **three months** of tenant's actual rent at the time of relocation, whichever is greater: \$_____.
- Tenants required to vacate a unit with less than thirty (30) days' notice are entitled to immediate payment of one **additional months'** rent, at the rate set by the Federal Department of Housing and Urban Development or actual rent: \$_____.
- Copy of the check or money order provided to the tenant._
- Receipt signed by the tenant._
- Tenant was provided with right of first refusal information.
- Tenant has been paid required relocation payment but is not entitled to right of first refusal to reoccupy due to refusal to vacate after eviction.

PART 3: RELOCATION ASSISTANCE THROUGH ARRANGEMENTS OF EQUAL BENEFIT

- Amount of relocation payment to the tenant per Federal Department of Housing and Urban Development schedule of fair market rent for the size of the unit or **three months** of tenant's actual rent at the time of relocation, whichever is greater: \$_____.
- Tenants required to vacate a unit with less than thirty (30) days' notice are entitled to immediate payment of one **additional months'** rent, at the rate set by the Federal Department of Housing and Urban Development or actual rent: \$_____.
- Copy of written agreement between the tenant and the property owner for an arrangement of equal benefit, including tenant's approval.
- Statement that the tenant has waived the right to such relocation payment, and describing what, if any, alternative arrangements of equal benefit the landlord has agreed to provide the tenant in lieu of relocation payment.
- The tenant was provided with right of first refusal information.

DECLARATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Place (where signed)

Date_____

Property Owner Signature

Property Owner Name (please print)

Property Owner Address



FY 2018 FAIR MARKET RENT DOCUMENTATION SYSTEM

The Final FY 2018 FMRs for All Bedroom Sizes

Final FY 2018 FMRs By Unit Bedrooms

<u>Year</u>	<u>Efficiency</u>	<u>One-Bedroom</u>	<u>Two-Bedrooms</u>	<u>Three-Bedrooms</u>	<u>Four Bedrooms</u>
FY 2018 FMR	\$1,125	\$1,326	\$1,764	\$2,348	\$2,658
FY 2017 FMR	\$1,160	\$1,375	\$1,828	\$2,425	\$2,723

Santa Cruz County, California is part of the Santa Cruz-Watsonville, CA MSA, which consists of the following counties: Santa Cruz County, CA. All information here applies to the entirety of the Santa Cruz-Watsonville, CA MSA.

Rev. 3-28-18