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OFFICE OF THE CITY CLERK
OAKLAND

INTRODUCED BY COUNCILMEMBER

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APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

ORDINANCE NO. 12537 C.M.S.

REVISED

AN ORDINANCE CODIFYING MEASURE EE, THE JUST CAUSE FOR EVICTION ORDINANCE, ADOPTED BY THE ELECTORATE AT THE MUNICIPAL ELECTION ON NOVEMBER 5, 2002

Whereas, on November 5, 2002, the voters of Oakland adopted Measure EE, the Just Cause for Eviction Ordinance;

Whereas, pursuant to Section 215 of the Oakland City Charter, City Ordinances may be codified;

Whereas, to better integrate the Just Cause for Eviction Ordinance with the Rent Adjustment Ordinance (O.M.C. Chapter 8.22) and to make the Just Cause for Eviction Ordinance more usable and available to the public;

Whereas, for referencing purposes, the codification should include cross-referencing in brackets to the codified numbers of sections.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN THAT CHAPTER 8.22 OF THE OAKLAND MUNICIPAL CODE IS HEREBY AMENDED TO ADD ARTICLE II AS FOLLOWS:

CHAPTER 8.22

RESIDENTIAL RENT ADJUSTMENTS AND EVICTIONS

ARTICLE II

JUST CAUSE FOR EVICTION ORDINANCE (MEASURE EE)

8.22.300 Just Cause for Eviction Introductory Clauses.

Whereas, the laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords, and

Whereas, the right to occupancy of safe, decent, and sanitary housing is a human right, and

Whereas, the City of Oakland's prolonged affordable housing crisis disproportionately impacts low income and working class households, senior citizens, people of color, and people with disabilities, and thereby increases homelessness and crime, harms neighborhood stability and cohesion, and damages business prospects for small businesses, and

Whereas, recent state laws that eliminate limits on rent increases upon the vacation of rental units provide added economic incentive to evict tenants, such that the number of no cause evictions has increased markedly in recent years, and

Whereas, the absence of a local law prohibiting a landlord from evicting a tenant without good cause is a significant barrier to implementation and enforcement of the Oakland Residential Rent Arbitration Ordinance, and

Whereas, residential tenants, who constitute approximately 65% of the residents of Oakland, suffer great and serious hardship when forced to move from their homes, and

Whereas, basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without good, just, non-arbitrary, non-discriminatory reasons, and

Whereas, the good cause eviction protections enacted in San Francisco, Berkeley, Hayward, and other California cities, have aided community stability and reduced urban problems associated with arbitrary disruption of stable households, and

Whereas, the general welfare of all citizens of Oakland would be enhanced if no cause evictions were prohibited,

Therefore, the electorate of the City of Oakland hereby enacts this ordinance, prohibiting a landlord from terminating a tenancy without good or just cause:

8.22.310 Title. [Section 1]
This ordinance shall be known as the Just Cause for Eviction Ordinance.

8.22.320 Findings. [Section 2]

1. A public emergency exists in the City of Oakland due to the lack of adequate, safe, sanitary, and affordable housing. This emergency disproportionately impacts tenants of residential rental units, a majority of whom are people of color, working class families, the homeless, those of low income, and the elderly and disabled.
2. Just cause eviction protections would strengthen and effectuate existing rent control legislation in Oakland as landlords are able to use no cause evictions to evade the Oakland Residential Rent Arbitration Ordinance.
3. Oakland presently has no just cause protections for tenants. As a result, any residential tenant may be subjected to eviction at anytime and without reason.
4. Without just cause protections, many tenants are afraid to demand their right to a safe, inhabitable home.
5. Furthermore, Oakland is experiencing extreme housing market pressures from neighboring Santa Clara and San Francisco counties, resulting in a decrease in the vacancy rate and an increase in residential rental prices.
6. This situation has been exacerbated by the Costa-Hawkins law, which, by eliminating controls on rents upon the voluntary vacation of a rental unit, has provided added economic incentive to evict tenants. From January 1999 through December 2000, the effective date of full implementation of the Costa-Hawkins law, Sentinel Fair Housing has reported a 300% increase in the eviction of Oakland tenants. This trend has continued to date.
7. Without the institution of just cause protections, Oakland's housing emergency will continue, and will contribute to increases in homelessness, crime, neighborhood instability, and harm to small businesses.
8. Many municipal jurisdictions in California, including Berkeley, Hayward, and San

Francisco in the Bay Area, have effectively utilized just cause protections to preserve affordable housing. Such protections have helped abate the urban problems associated with neighborhood instability, homelessness, and illegal activity in vacant units, providing concrete benefits for both landowners and tenants.

9. Just cause eviction protections are consistent with the Housing Element of the Master Plan of the City of Oakland, which states that residents have the right to decent housing in pleasant neighborhoods at prices they can afford.

8.22.330 Purpose. [Section 3]

The purpose of this Ordinance is to defend and nurture the stability of housing and neighborhoods in the City of Oakland by protecting tenants against arbitrary, unreasonable, discriminatory, or retaliatory evictions, thereby maintaining diversity in Oakland neighborhoods and communities while recognizing the rights of rental property owners. This Ordinance is intended to address housing problems in the City of Oakland so as to preserve the public health, safety, and welfare, and to advance the housing policies of the City with regard to low and fixed income persons, people of color, students, and those needing special protections, such as long-term elderly and disabled tenants.

8.22.340 Definitions. [Section 4]

A. LANDLORD. An owner of record, or lessor or sublessor of an owner of record, or any other person or entity entitled either to receive rent for the use or occupancy of any rental unit or to maintain an action for possession of a rental unit, or an agent, representative, or successor of any of the foregoing.

B. OWNER OF RECORD. A natural person, who is an owner of record holding an interest equal to or greater than thirty three percent (33%) in the property at the time of giving a notice terminating tenancy and at all times thereafter, until and including the earlier of the tenant's surrender of possession of the premises or the execution of a writ of possession pursuant to the judgment of a court of competent jurisdiction; but not including any lessor, sublessor, or agent of the owner of record.

C. RENT. The consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in connection with, the use or occupancy of rental units and housing services. Such consideration shall include, but not be limited to, moneys and fair value of goods or services rendered to or for the benefit of the landlord under the rental agreement, or in exchange for a rental unit or housing services of any kind.

D. RENT BOARD. City of Oakland Housing, Residential Rent, and Relocation Board (HRRRB), aka Residential Rent Arbitration Board (RRAB), aka Rent Arbitration Board, aka Oakland Rent Board, aka Rent Board, established under Ordinance No. 9980 and subsequent amendments.

E. RENTAL AGREEMENT. An agreement, oral, written, or implied, between a landlord and a tenant for the use and/or occupancy of a rental unit.

F. RENTAL UNIT (aka UNIT, aka PREMISES). Any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or available for rent for residential use or occupancy (regardless of whether the unit is also used for other 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.

G. PROPERTY. A parcel of real property, located in the City of Oakland, that is assessed

and taxed as an undivided whole.

H. TENANT. Any renter, tenant, subtenant, lessee, or sublessee of a rental unit, or any group of renters, tenants, subtenants, lessees, sublessees of a rental unit, or any other person entitled to the use or occupancy of such rental unit, or any successor of any of the foregoing.

I. SKILLED NURSING FACILITY. A health facility or a distinct part of a hospital that provides, at a minimum, skilled nursing care and supportive care to patients whose primary medical need is the availability of skilled nursing care on an extended basis. Such facility must provide 24-hour inpatient care, an activity program, and medical, nursing, dietary, pharmaceutical services. Additionally, the facility must provide effective arrangements, confirmed in writing, through which services required by the patients but not regularly provided within the facility can be obtained promptly when needed.

J. HEALTH FACILITY. Any facility, place or building that is organized, maintained, and operated for the diagnosis, care, and treatment of human illness, physical or mental, including convalescence and rehabilitation, and including care during and after pregnancy, or for any one or more of these purposes.

K. MAXIMUM LAWFUL RENT. The maximum rent which may lawfully be charged for such unit under the terms of the Oakland Residential Rent Arbitration Ordinance or successor ordinances intended to limit or regulate rent charged for residential rental units within the City of Oakland.

L. BUSINESS TAX DECLARATION. The annual declaration required to be filed in connection with a landlord's obtaining or renewing a City of Oakland business license for rental units. Any failure by a landlord to file such a declaration, whether pursuant to an exemption or otherwise, shall not relieve a rental unit from being subject to the provisions of this ordinance.

M. CHILD/PARENT. A child/parent relationship is one in which a child is either a parent's biological child or adopted child, provided that such relationship was established prior to the child's eighteenth birthday and at least one year prior to the attempted eviction. At the time of attempted eviction, a child of an owner of record must be over the age of 18 or be emancipated.

N. TENANTS' RIGHTS ORGANIZATION. Any unincorporated tenant's association, incorporated tenants association, nonprofit housing and/or tenant's rights entity of any form.

8.22.350 Applicability. [Section 5]
The provisions of this Ordinance 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 Ordinance 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 Ordinance. However, Section 6 [8.22.060] and Section 7(A)-(E) [8.22.070 A through 8.22.070 E] of the Ordinance [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 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 (3) 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.

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. Newly constructed rental units which are completed and offered for rent for the first time after the effective date of the initial Oakland Residential Rent, Relocation, and Arbitration Ordinance, provided that such new units were not created as a result of rehabilitation, improvement or conversion as opposed to new construction.

8.22.360 Good Cause Required for Eviction. [Section 6]

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 (3) 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.

9. The owner of record seeks in good faith, without ulterior reasons and with honest intent, to recover possession for his or her own use and occupancy as his or her principal residence, or for the use and occupancy as a principal residence by the owner of record's spouse, domestic partner, child, parent, or grandparent.

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 Ordinance.

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.

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 5 years or more; and

(a) Is 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*] A listing of all property owned by the intended future occupant(s).

iii [*sic*}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)(I0) [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].

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, to 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 10 days of service shall be a defense to any unlawful detainer action.

C. 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 Ordinance 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 though 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 Ordinance. 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 D1 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 Ordinance [O.M.C. Chapter 8.22, Article II].

8.22.370 Remedies. [Section 7]

A. Remedies for violation of eviction controls.

1. A tenant who prevails in an action brought by a landlord for possession of the premises shall be entitled to bring an action against the landlord and shall be entitled to recover actual and punitive damages, costs, and reasonable attorney's fees.

2. Whenever a landlord or anyone assisting a landlord wrongfully endeavors to recover possession or recovers possession of a rental unit in violation of Subsection 6(A) [8.22.360 A], the tenant or Board may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages (including damages for mental or emotional distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of this Ordinance. The prevailing tenant shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

3. The remedies available in this section shall be in addition to any other existing remedies which may be available to the tenant.

B. Violation of the Ordinance.

Any violation of the provisions of this ordinance or application thereof shall entitle the aggrieved tenant to actual and punitive damages according to proof and costs and attorney's fees.

C. Authorization of City Attorney to enforce the Ordinance.

The City Attorney shall have the authority to enforce provisions of this Ordinance; to bring actions for injunctive relief on behalf of the City, or on behalf of tenants seeking compliance by landlords with the Ordinance.

D. It shall be unlawful for a landlord to refuse to rent or lease or otherwise deny to or withhold from any person any rental unit because the age of a prospective tenant would result in the tenant acquiring rights under this Ordinance [O.M.C. Chapter 8.22, Article II]. Any person who refuses to rent in violation of the Subsection shall, in addition to any other penalties provided by state or federal law, be guilty of a misdemeanor.

E. It shall be unlawful for a landlord or any other person who willfully assists the landlord to endeavor to recover possession or to evict a tenant except as provided in Subsection 6(A) [8.22.360 A].

8.22.380 Non-Waiverability. [Section 8]
The provisions of this ordinance may not be waived, and any term of any lease, contract, or other agreement which purports to waive or limit a tenant's substantive or procedural rights under this ordinance are contrary to public policy, unenforceable, and void.

8.22.390 Partial Invalidity. [Section 9]
If any provision of this ordinance 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 ordinance are severable.

IN COUNCIL, OAKLAND, CALIFORNIA, SEP 30 2003, 2003

PASSED BY THE FOLLOWING VOTE:

AYES- BROOKS, BRUNNER, CHANG, NADEL, QUAN, REID, WAN, AND PRESIDENT DE LA FUENTE

NOES- 0

ABSENT- 0

ABSTENTION- 0

Introduction Date: JUL 15 2003

ATTEST: Deborah Kirkel
for CEDA FLOYD
City Clerk and Clerk of the Council
of the City of Oakland, California