

CITY OF SACRAMENTO



ADMINISTRATIVE PROCEDURES

Including Explanation of Ordinance Provisions and Landlord and Tenant Petition Hearings

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FOR CITY MANAGER HOWARD CHAN ON

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SECTION 1. GENERAL PROVISIONS

1.01 PURPOSE AND APPLICABILITY

The Tenant Protection Program (TPP) was created to assist residential tenants by establishing limits on annual rent increases and protection from unwarranted evictions. This program helps provide renters in the City of Sacramento with more stability when it comes to remaining in their rental units. The key provisions of this program are:

- Limiting annual rent increases to 5% plus the change in the Consumer Price Index, with a maximum increase of 10%.
- Limiting rent increases to only once in a 12-month period.
- Requiring landlords to renew leases once a tenant has resided in the unit for more than 12 months.
- Prohibiting evictions of tenants who have resided in a rental unit for more than 12 months without “just cause”.
- Establishing processes for landlords and tenants to submit petitions for hearings by an independent examiner related to challenging the basis for eviction or obtaining a higher rent increase.
- Establishing a rental housing registry.

These Administrative Procedures (“Procedures”) are adopted for the implementation of the City of Sacramento’s Tenant Protection and Relief Act, Ordinance No. 2019-0025, (the “Ordinance”) which is set forth as Chapter 5.156 of the Sacramento City Code (SCC). A copy of the Ordinance can be accessed from the City’s website at www.cityofsacramento.org/TPP. The Ordinance limits the amount and frequency of rent increases and the ability of landlord to terminate a rental housing agreement (i.e., a lease) and evict the tenant without “just cause.”

These Procedures are intended to interpret and supplement the provisions in the Ordinance and to set forth the matters within the hearing examiner's jurisdiction with regard to Landlord Fair Rate of Return and Tenant Eviction Protection hearings and appeals of administrative penalties imposed for violating the Ordinance. In case of a conflict between these Procedures and the SCC or applicable state law, the SCC or applicable state law controls.

1.02 LANDLORD - TENANT LAWS

The City’s Ordinance does not change landlords’ obligations or tenants’ rights under state law. Landlords must provide the proper written notices for rent increases and termination of a rental housing agreement (i.e., lease) as required under state law. The Ordinance does not provide for the City to enforce state laws. However, a landlord’s violation of state law (and the Ordinance provisions) can be considered by the hearing examiner with regard to Landlord Fair Rate of Return and Tenant Eviction Protection petitions and administrative penalties. Courts can also take judicial notice of the City’s Ordinance and enforce its provisions.

1.03 TENANT PROTECTION PROGRAM RENTAL HOUSING REGISTRY

In accordance with the Ordinance, the city manager must prepare a rental housing registry. The TPP Rental Registry is developed in coordination with the Rental Housing Inspection Program (RHIP) information all landlords are required to submit to the City. The Rental Housing Registry will include all rental units subject to the Ordinance. Landlord's must submit the registration form within thirty (30) days of receipt of the TPP registration packet. Landlords are required to file an amended registration form to update contact information or change of ownership. All of the TPP forms required may be submitted electronically or by mail.

1.04 TENANT PROTECTION PROGRAM FEE

All landlords with a rental unit subject to the Ordinance must pay the annual Tenant Protection Program fee as set by the City Council. The current amount of the fee is posted on the TPP website.

1.05 RENTAL HOUSING UNITS REGULATED UNDER THE ORDINANCE

Only rental housing units built on or before February 1, 1995 (based on the date of final inspection or certificate of occupancy) are subject to the Ordinance, and single-family dwellings, condominiums, and stock cooperatives are exempt. This is based on the limitations in state law for local "rent control" ordinances known as the Costa-Hawkins Act (CA Civil Code section 1954.50 et seq.). If a tenant shares a bathroom or a kitchen with the property owner, that rental housing unit is also exempt. Institutional facilities and group homes are also exempt. Mobile homes that are rented (not the space where the mobile home is located) are also subject to the Ordinance if the mobile home was built/manufactured on or before February 1, 1995. Please refer to the Ordinance posted on the TPP website for a list of all of the exemptions.

1.06 TENANT PROTECTIONS FROM EVICTION

Only tenants who have lived in the rental unit for more than 12 months (i.e., 12 months and one day) with the landlord's consent are eligible for protection from eviction unless the landlord has what is known as "just cause" This term includes both "for cause" and "no fault" reasons to terminate a rental housing agreement as set forth in the Ordinance and summarized below:

- Failure to Pay Rent.
- Breach of Rental Housing Agreement.
- Criminal and Nuisance Activity.
- Failure to Give Access.
- Necessary and Substantial Repairs Requiring Temporary Vacancy.
- Owner or Immediate Family Move-in.
- Withdrawal of Rental Unit from the Rental Market.

The term "tenant" includes anyone who is residing in the rental housing unit with the permission of the landlord, not only those persons listed in the written rental housing agreement. As long as any one tenant has resided in the rental unit for more than 12 months,

that tenant becomes a “qualified tenant” for eviction protection, even if that tenant is not listed on the rental housing agreement, as long as the landlord was aware of that tenant’s occupancy of the rental unit.

If a landlord provides notice to the tenant in accordance with state law or terms of the agreement, whichever period is longer, that the rental housing agreement will not be renewed, then even if the tenant holds over after the lease expires that holdover period is not counted towards the “more than 12 months” occupancy period. A “holdover tenant” is not considered to be a “qualified tenant” under the Ordinance unless the landlord agreed to extend the term of the rental housing agreement. Acceptance of a rent payment from a tenant who fails to vacate the rental unit while the landlord seeks an unlawful detainer order is not considered a renewal or extension of the rental housing agreement.

A rental housing agreement may be written, oral or implied. “Oral” means the landlord informed the tenant of his or her consent to rent the unit even if there isn’t a written lease. “Implied” means that the landlord had actual notice as to who was residing in the rental housing unit, such as when a tenant informs the landlord that the tenant has agreed to allow someone else to live with them. The term “landlord” includes their property manager or other authorized agent. Once a person (who is not the landlord’s immediate family) has resided in a rental housing unit for longer than 30 days, they become a tenant under state law and the Ordinance.

1.07 “FOR CAUSE” TERMINATION OF RENTAL HOUSING AGREEMENT

A landlord can terminate a rental housing agreement if the tenant violates any material terms of the agreement. The landlord has to provide notice of the violation as required under state law and the agreement terms. Under the Ordinance, if the tenant has resided in the rental unit for more than 12 months, the landlord is required to first allow the tenant to cure the violation before the landlord can evict the tenant. However, there is no prior notice to cure required if the tenant violates a local, state or federal criminal law.

1.08 “NO FAULT” TERMINATION OF A RENTAL HOUSING AGREEMENT

A landlord can terminate a rental housing agreement, even if the qualified tenant has not violated the agreement, under certain circumstances as set forth in the Ordinance. They include necessary and substantial repairs requiring temporary vacancy which make the rental unit uninhabitable for at least 30 days, owner move-in to the rental unit which includes the owner’s immediate family, and withdrawal of the rental unit and all of the units in the same building from the rental market for at least 12 months.

Owner Move-In. The owner (a natural person) or the owner’s immediate family can elect to move into the rental unit. The term “immediate family” is limited to a spouse, domestic partner, parent, grandparent, brother, sister, child and grandchild. Note that in-laws are not included unless the owner’s spouse is also the owner of the property.

An owner terminating a rental housing agreement to allow for an “owner move-in” is required to provide 120 days’ advance written notice to the tenant. The owner must file with TPP a “Landlord Notice of Intent for Owner Move-In” along with a copy of the rental housing agreement termination notice served on the tenant within thirty (30) calendar days of the date of the termination notice. [Documents may be submitted electronically or by mail.]

The owner or immediate family must move into the rental unit after the tenant vacates, but the owner can take reasonable time to remodel the unit before the move-in. The owner must file with TPP the “Owner Move-In Initial Declaration of Occupancy” within 120 days of moving into the unit. The owner or immediate family must reside in the rental unit for at least 12 months. The City may conduct an inspection to verify occupancy and the occupant’s relationship to the owner. After this 12-month period, if an owner relets the rental unit, the must file a Rental Housing Inspection Program (RHIP) registration form prior to occupancy by a new tenant. The owner must also submit the Rental Housing Registry form thirty (30) days of receipt of the TPP registration packet. [Documents may be submitted electronically or by mail.]

If the tenant moves out during the 120-day notice period and the owner later decides not to exercise the owner move-in right, the owner must notify TPP and endeavor to notify the prior tenant to inform the tenant that they can move back into the rental unit at the same rental rate in effect as of the date they moved out.

An owner cannot use the owner move-in option as a means of terminating the tenant’s right to occupy the rental unit so that the unit is vacant and the owner can adjust the rent to market level for a new tenant. If the owner uses this just cause exemption to require a qualified tenant to move out but thereafter decides not to move in (or immediate family does not move in), or the owner or immediate family does not occupy the unit for the minimum 12-month period; the owner can be subject to administrative penalties and the tenant can sue the owner for its damages for violation of the Ordinance.

Necessary and Substantial Repairs Requiring Temporary Vacancy. An owner undertaking necessary and substantial repairs must provide the tenant with 120 days’ advance written notice to vacate the rental unit. The owner must file with TPP a “Notice of Substantial Repairs,” along with supporting documentation and a copy of the rental housing agreement termination notice served on the tenant within thirty (30) calendar days of the date of the termination notice. [Documents may be submitted electronically or by mail.]

The “necessary and substantial repairs” must be necessary to bring the rental unit in compliance with applicable local and state codes and laws affecting the health and safety of tenants. Typically, the owner has been issued a “Notice and Order” by the City to repair the rental unit for violation of the Building Code or Health and Safety Code, or the building has been severely damaged by an unforeseen event or has an unknown structural defect or other condition which endangers the health and safety of the occupants. Remodeling or expanding the rental unit is not considered “necessary and substantial repairs.”

The owner is required to offer the tenant the right to elect to either rent a comparable unit at the same rental rate if the owner has a vacant and comparable rental unit to offer, or to reoccupy the rental unit upon completion of the repairs at the rental rate that would have been in effect if the tenant had not been required to vacate. If the comparable rental unit is subject to the Ordinance based on the age of the building, the owner can only increase the rent for that tenant based on the Annual Rent Adjustment and only once during a 12-month period.

Before the owner may relet the rental unit, the owner must notify the City in writing of the date when the rental unit has been repaired, which may be made by registering the rental unit under the City's Rental Housing Inspection Program. The owner must also submit the Rental Housing Registry form thirty (30) days of receipt of the TPP registration packet. [Documents may be submitted electronically or by mail.]

If the owner uses this just cause exemption to require a qualified tenant to move out but thereafter does not promptly undertake the repairs, or does not offer the tenant a comparable unit or allow the tenant to move back into the rental unit; the owner can be subject to administrative penalties for violation of the Ordinance.

Withdrawal of Units from the Rental Market. An owner may withdrawal rental units from the rental market if all of the units in the building and all the buildings on the property (based on assessor parcel) are vacated and withdrawn from the rental market for a minimum period of 12 months, commencing on the date when all of the units have been vacated.

An owner who withdraws property from the rental market must first file with TPP a "Notice of Intent to Withdraw Rental Units". An owner is required to provide 120-days' advance written notice of termination of the rental housing agreement to the tenants after filing of the Notice of Intent to Withdraw Rental Units. Owners must send a copy of the rental housing agreement termination notice served on the tenant to TPP within thirty (30) calendar days from the date of the notice. Thereafter, owners are to send notice to TPP of the date when the last rental unit was vacated in order to track the 12-month period. [Documents may be submitted electronically or by mail.]

Prior to the effective date of the withdrawal when all of the rental units are vacated, the owner must file with TPP for recording with the County Recorder a "Memorandum of Notice Regarding Withdrawal of Rental Units from the Rental Market" which states the time period during which the units may not be rented and that this restriction applies to any successors in interest in ownership of the property. This form requires the property owner's signature to be attested by a notary and the original must be mailed to TPP.

During the minimum 12-month period, the units may only be occupied by the owner and his or her immediate family (defined above) if no rent is charged. Before the owner may relet the rental units, the owner must notify TPP in writing of the date when one or more of the rental units will be relet, which may be made by registering the rental unit under the City's Rental Housing Inspection Program. The owner must also submit the Rental Housing Registry form thirty (30) days of receipt of the TPP registration packet. [Documents may be submitted

electronically or by mail.] The owner can be subject to administrative penalties for violation of the Ordinance if the owner rents the units before the 12-month period expires.

Permits. A demolition permit is required before a building can be demolished. Per state law (Government Code Section 66300) there are limitations on demolishing residential dwellings unless they are replaced, and the tenant cannot be evicted any sooner than six months before the start of construction. If the building is determined to be historic, the demolition permit request may be denied. A building permit is required before a property owner commences construction of repairs or improvements to the rental unit.

1.09 TENANT PETITIONS

If a qualified tenant receives a Notice to Pay Rent or Quit, Notice to Cease, or otherwise receives written notice of violation of a rental housing agreement, or the landlord terminates a rental housing agreement for “no fault” as described above, and the tenant believes that he or she has not violated the rental housing agreement; the tenant(s) can file a “Tenant Petition for Pre-Eviction Hearing” form with TPP to seek an independent review of the merits of the landlord’s claims.

As set forth in the Ordinance and noted above, there are certain types of tenant violations which justify eviction and in some cases the landlord must give the tenant the opportunity to correct the violation if its curable. Unless the hearing examiner finds that the landlord had just cause to terminate the rental housing agreement, under the Ordinance the landlord cannot evict the tenant. The timeframes for this hearing are short to avoid impeding the eviction process. There is no fee imposed for such hearings.

Claims of landlord discrimination or retaliation, landlord’s failure to comply with state housing laws, or the condition of the rental unit are not subject matters for an administrative hearing under the Ordinance. There are other avenues to address such complaints as noted on the hearing petition form.

1.10 BASE RENT AND RENT ADJUSTMENTS

Under the Ordinance, for existing tenants, the landlord cannot increase the existing monthly rent amount by more than the Annual Rent Adjustment and cannot increase the rent more frequently than once every 12 months. For new tenants, the landlord can set the rent amount but thereafter rent increases are limited to the Annual Rent Adjustment and only once every 12 months.

The annual Rent Adjustment is limited to 5% plus the Consumer Price Index (CPI) increase over the prior year, but not to exceed 10%. The CPI for the prior year is set as of April 1st as published by the CA Department of Industrial Relations for the California Consumer Price Index for All Urban Consumer for All Items. The new index is published seven weeks later. Therefore, the new CPI rate is effective July 1st. The City will post the applicable CPI annually on the TPP website as soon as the new rate is available.

The prior year is considered the “base year.” The initial “base rent” is the monthly rent in effect on July 1, 2019. For tenancies commencing after July 1, 2019, the initial base rent is the monthly rent set forth in the rental housing agreement, or if there is no rental housing agreement, the amount charged by the landlord upon initial occupancy. Rents may only be increased once every 12 months. As the time passes and rent is increased, the Annual Rent Adjustment is measured against the rent charged for the prior 12-month period (the new “base year”), and that amount becomes the new “base rent.”

If housing services are provided to a tenant and the costs are included in the amount charged to the tenant monthly, such as parking fees and utility pass-through, the amount of “rent” includes the housing service costs. If the housing service charge fluctuates, the average amount charged over the prior 12-month period is part of the base rent.

Tenants cannot waive the Ordinance limitations on the Annual Rent Adjustment and the frequency of rent increases. If a landlord retaliates against a tenant because the tenant does not agree to a higher or more frequent rent adjustment, the owner can be subject to administrative penalties for violation of the Ordinance.

1.11 LANDLORD’S FAIR RATE OF RETURN PETITION

If the landlord has or will incur costs for the maintenance and operation of the rental unit, for capital improvements required for health and safety, or for housing services, and the rent proceeds, including the Annual Rent Adjustment amount, are insufficient to reasonably cover such costs; a landlord can file a “Landlord Petition for Rent Increase Hearing” under the Fair Rate of Return provisions of the Ordinance. There is no fee imposed for such hearings. However, the landlord must have paid the annual Tenant Protection Program Fee and registered the property under the Rental Housing Inspection Program to be entitled to an administrative hearing for its petition.

1.12 AB 1482, STATEWIDE TENANT PROTECTION ACT OF 2019

The State Legislature enacted the Tenant Protection Act of 2019 after the City adopted its Ordinance. This new law allows for cities to continue to enforce their local “rent control” ordinances and landlords are subject to either the state law or the City’s Ordinance, not both. In general, the state law applies to units that are 15 to 25 years old (i.e., built after February 1, 1995) and the City’s Ordinance applies to the older rental units (25 plus years of age). The Annual Rent Adjustment in the City’s Ordinance is the same as state law. There are some differences between these two laws with regard to the rental units exempted and the frequency of rent increase. The “just cause” reasons for terminating a rental housing agreement are substantially the same. However, rental units regulated under the state law requires relocation assistance payment for tenants for “no fault” termination of rental housing agreements. The state law does not provide for Termination of Tenancy administrative hearings nor allows for Fair Rate or Return hearing for higher rent increases. The City does not enforce the state law; rather the unlawful detainer courts enforce the rights of tenants under state law.

SECTION 2.0. HEARING EXAMINERS

2.01 HEARING EXAMINER'S JURISDICTION

The hearing examiner has jurisdiction to hear and decide Landlord Fair Rate of Return and Tenant Pre-Eviction Petitions and appeals of administrative penalties issued by the City. The hearing examiner is appointed by the City Council and the Ordinance establishes the hearing examiner's authority. The hearing examiner's decisions are final, and the only recourse is to seek a writ of mandate from the Superior Court.

2.02 INTERPRETATION OF PROCEDURES FOR HEARINGS

The hearing examiner is authorized to interpret these Procedures and determine their application for hearings within the examiner's jurisdiction. When questions of practice or procedure arise that are not addressed by these Procedures, the hearing examiner shall determine the practice or procedure most appropriate and consistent with providing fair treatment and due process. The hearing examiner may refer to the California Procedures of Civil Procedure and Civil Procedures of Court for guidance.

2.03 COMPUTATION OF TIME

The time in which any act provided by law is to be done is computed by excluding the first day and including the last unless the last day is a holiday and then it is also excluded.

2.04 FILING AND SERVICE OF DOCUMENTS

Wherever these Procedures provide for submitting petitions or appeals for hearings, the documents must be filed either by electronic mail or by US mail or delivery as follows:

Electronic Mail: tpp@citypfsacramento.org

Regular Mail or Delivery: City of Sacramento
Community Development Department
Attn: Tenant Protection Program
300 Richards Blvd, 3rd Floor
Sacramento CA 95811

Facsimile: (916) 288-9957

2.05 REPRESENTATION

Parties may represent themselves or be represented by any person of their choice.

SECTION 3: PROCESSES FOR FILING HEARING PETITIONS

3.01 TENANT PRE-EVICTION HEARING PETITION PROCESS

The Ordinance provides tenants who have resided in the rental unit for more than 12 months with a right to a hearing to challenge the landlord's basis for eviction. Any member of a tenant household may submit a "Tenant Petition for Pre-Eviction Hearing" form to TPP to contest the landlord's termination of a rental housing agreement and eviction notice. Due to the need to address the merits of the eviction by a hearing examiner before the date of the superior court unlawful detainer hearing, the timeframe for the tenant to submit a pre-eviction hearing petition is short.

A. The completed "Tenant Petition for Pre-Eviction Hearing" form and a copy of the eviction notice issued by the landlord must be submitted to TPP within seven (7) calendar days of the date tenant received the eviction notice. [Documents may be submitted electronically or by mail.]

B. TPP staff will review the petition for completeness. If a petition is deemed incomplete, TPP staff will send the tenant a "Notice of Incomplete Petition" describing what additional information is required. The tenant must provide the required documentation as set forth in the "Notice of Incomplete Petition" form within five (5) calendar days from the date the tenant received the form. The maximum period for receipt is three calendar (3) days from the date of the notice if mailed to the tenant. **If the tenant does not provide the required information listed in the Notice of Incomplete Petition form by the deadline the tenant will not be entitled to a hearing.**

C. Upon receipt of the completed and timely resubmission of the petition, TPP staff will schedule a hearing. The hearing notice will be mailed to the tenant and landlord at least 10 days before the hearing date. A copy of the Tenant Petition for Pre-Eviction Hearing petition will also be mailed to the landlord. The landlord can file a response and submit supporting documentation either before or at the hearing. If the response and supporting documentation are provided at the hearing, landlord must provide three (3) complete copies, one for the tenant, one for the hearing examiner, and one for TPP files. A tenant may also submit additional supporting documentation at the hearing and must submit three (3) complete copies, one for the landlord, one for the hearing examiner, and one for TPP files.

D. After the hearing examiner has heard testimony from the tenant and landlord, the hearing examiner will render a decision or advise the parties that additional review is needed prior to rendering a decision. If the petition is upheld, the landlord shall not proceed with the eviction. If the petition is not upheld, the landlord may proceed with the eviction. TPP staff will mail the written decision of the hearing examiner to the landlord and tenant if the hearing examiner does not issue the decision at the hearing.

E. At the hearing, if the landlord and tenant reach an alternative agreement regarding the terms that the tenant and landlord agree to which allows the tenant to remain in the rental unit, the hearing examiner will issue a written decision setting forth those terms which shall be

binding on the tenant and the landlord. If a landlord violates the provisions in such agreement, the landlord may be subject to administrative penalties.

3.02 LANDLORD FAIR RATE OF RETURN HEARING PETITION PROCESS

The Ordinance provided landlords with an option to seek a higher Annual Rent Adjustment rate based on certain factors, referred to as a “Fair Rate of Return Hearing” as set forth in these Procedures. A landlord or an authorized representative of the landlord may file a petition with the TPP. Prior to submitting the petition, the rental property must be registered with TPP and RHIP and related program fees must be paid. If property is not properly registered with both TPP and RHIP and related program fees are not paid, the petition hearing request will be denied. The landlord can submit a petition after the property is registered with both TPP and RHIP and related program fees are paid.

A. To request authorization for a rent increase that is higher than the Annual Rent Adjustment, a landlord must file a “Landlord Petition for Rent Increase Hearing” form with TPP. The petition will be reviewed for completeness. The petition must include all the information as required on the form. If a petition is deemed incomplete, TPP staff will mail to the landlord a “Notice to Landlord of Incomplete Petition” and outline in the notice what information is missing. The landlord must provide the required documentation to TPP within fourteen (14) calendar days from the date the landlord received the notice. The maximum period for receipt is three calendar (3) days from the date of the notice if mailed to the landlord. **If the landlord does not provide TPP staff with the required information listed in the Notice of Incomplete Petition form by the deadline, the landlord will not be entitled to a hearing.**

B. Upon verification that the petition is complete, TPP staff will send the tenant a copy of the “Notice of Receipt of Fair Rate of Return Petition” with instructions. If the tenant objects to the proposed rent increase, the tenant may provide supporting documentation within fourteen (14) calendar days from the date the tenant received the notice. The maximum period for receipt is three calendar (3) days from the date of the notice if mailed to the tenant. TPP will schedule a hearing date and mail to landlord and tenant a written notice of hearing at least 10 days prior to the hearing date.

C. The landlord and tenant may also submit additional supporting documentation at the hearing and must submit three (3) complete copies, one for the other party, one for the hearing examiner, and one for TPP files. After hearing testimony from tenant and landlord, the hearing examiner will render a decision or advise parties that additional review is needed prior to rendering a decision. The hearing examiner will render a written decision within 30 days of the hearing date. If the written decision supports landlord’s rate request, the hearing examiner will establish the effective date and the end date of the rent adjustment. If the hearing examiner denies the landlord’s rate request, the landlord may not increase the rent above the maximum allowable Annual Rent Adjustment.

SECTION 4: FILING AN APPEAL OF ADMINISTRATIVE PENALTIES

4.01 ISSUANCE OF ADMINISTRATIVE PENALTIES.

In addition to any other remedy allowed by law, any person who violates a provision of the Ordinance is subject to criminal sanctions, civil actions, and administrative penalties pursuant to chapter 1.28. The administrative penalties imposed are up to \$25,000 per violation and for repeated violations. These violations include compliance with the just cause eviction provisions set forth above and the following provisions of the Ordinance as set forth in the Sacramento City Code (SCC):

SCC 5.156.040:

- Increasing the rent for a tenancy in an amount that exceeds the Annual Rent Adjustment unless authorized by a Hearing Examiner.
- Increasing the rent more than once in a 12-month period.

SCC 5.156.070:

- Failure to register the rental unit with the Tenant Protection Program.

SCC 5.156.080:

- Failure to pay the Tenant Protection Program fee.

SCC 5.156.090:

- Failure to renew a rental housing agreement once a tenant has resided in a rental unit for more than 12 months unless at least one of the “just cause” for eviction conditions exists.
- Failure to provide 120 days’ advance written notice to the tenant when required under the Ordinance.

4.02 NOTICE OF APPEAL

Appeals of administrative penalties may be filed and processed in accordance with chapter 1.28 of the Sacramento City Code.

A. A landlord that is issued administrative penalty may file an appeal by filing a written notice of appeal within 20 calendar days of the date of personal service of the administrative penalty order, or within 25 calendar days of the mailed service of the administrative penalty order. A landlord will be denied a hearing if they fail to file a notice of appeal by this deadline without good cause as determined by the hearing examiner. A landlord appealing the imposition of an administrative penalty is required to pay an appeal fee at the time the written notice of appeal is filed.

B. A notice of appeal must be in writing and contain the following:

1. Identification of the matter being appealed, including the number of the Administrative Penalty, the appellant’s name, and the property address;

2. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;
 3. A brief statement, in ordinary and concise language, of the material facts which the appellant claims support his, her or its contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and
 4. An address at which the appellant agrees notice of the date of the hearing and any additional proceeding or an order relating to the imposition of the administrative penalty may be received by first class mail.
- C. An appellant is not limited by the brief statement in the notice of appeal with regard to the scope of evidence that may be introduced at the hearing to support his, her or its contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted.

SECTION 5: ADMINISTRATIVE HEARING PROCEDURES

5.01 DISCLOSURE OF EVIDENCE TO BE ENTERED INTO THE HEARING RECORD

The procedures for submittal of documents for landlord or tenant petitions is set forth in Section 3. These are additional procedures which apply once the hearing date has been set.

For appeal of administrative penalties, the appeal form and a copy of all documents to be entered into the record of the hearing should be filed no later than five (5) business days prior to the hearing date during regular business hours. However, documents may be submitted at the time of the hearing. Please bring at least three copies of all documents to the hearing so they can be examined by the interested parties and one copy can be retained by the City as part of the hearing record. The City does not make copies of original documents, so if an appellant fails to bring copies to the hearing, the City will retain the original document and a copy can be obtained by filing a Public Records Request.

5.02 SUBPOENAS

A. The hearing examiner has the authority to issue subpoenas compelling witnesses to appear and provide testimony or subpoena duces tecum compelling witnesses to produce documents. The hearing examiner will issue a subpoena only upon a showing of reasonable necessity by the requesting party. Failure of either party to comply with any subpoena may be considered by the hearing examiner in making his/her decision regarding the petition or the imposition of administrative penalties.

B. A request for a subpoena or a subpoena duces tecum must be filed at least 20 days before the scheduled hearing unless a shorter period is necessary and can be accommodated. The hearing may need to be continued if the person cannot appear or the documents can't be produced by the hearing date.

C. The request a subpoena or a subpoena duces tecum shall include, at a minimum, the name and address of the person upon whom it will be served, the scope of the requested order, and the reasonable necessity of the subpoena.

5.03 INSPECTION OF PREMISES

A. In the case of a claim that the tenant is being evicted for damaging the rental unit or the property in violation of the rental housing agreement and the tenant disputes that claim and files a “Tenant Petition for Pre-Eviction Hearing” form, the hearing examiner may inspect the property prior to, during, or after the hearing, provided that:

1. Notice of the inspection shall be given to the parties before the inspection is made;
2. The parties’ consent and are given an opportunity to be present during the inspection; and
3. Upon completion of the inspection, the hearing examiner shall state for the record during the hearing or file a written statement after the hearing for inclusion in the hearing record, the material facts observed, and the conclusion drawn therefrom.

B. Each party then shall have a right to rebut or explain the matters so stated by the hearing examiner either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record.

C. Notice to the parties and the owner’s consent to inspect the property are not required if the property can be inspected from areas to which the general public.

5.04 CONTINUANCES

A. If a continuance of the hearing date is required due to an unforeseen event, the tenant or landlord as applicable must inform TPP and the other party no later than 48 hours prior to the scheduled hearing. The request shall be served on both the TPP and the other party by e-mail or in person. A hearing may also be continued by TPP and notice of the hearing cancellation will be provided within 48 hours prior to the hearing if feasible. Otherwise, once the agenda for a hearing has been published, the hearing examiner may, upon request of the petitioner, appellant, or the City, or upon his or her own motion, grant continuances from time to time for good cause shown or by mutual agreement of the parties. The hearing examiner shall weigh the request, the opposition (if any), the number of circumstances of previous continuances (if any), and any other relevant information, to determine whether good cause is shown.

B. Good cause for the request for a continuance includes accident, illness, or other unforeseen circumstance preventing the appearance of the petitioner or appellant, his or her representative, City staff, or a material witness. Mere inconvenience, avoidable scheduling conflicts, or difficulty in appearing shall not constitute “good cause.” Since this is an administrative matter for which an attorney is not required, a continuance will not be granted based solely on an attorney’s scheduling conflict with another client’s matter; in such cases, the

attorney should either withdraw from the case, or arrange for another attorney or paralegal to attend the scheduled hearing and represent the appellant.

C. Either before a hearing date has been set or before the hearing agenda has been published, a request for rescheduling of the hearing by a landlord or tenant can be submitted by filing the request in writing with supporting documentation with TPP no later than five (5) business days prior to the hearing date.

D. If a continuance is granted by the hearing examiner or the hearing is rescheduled by TPP, the notice of the date, time, and place of the hearing will be sent to each party.

5.05 RECORDING

A. All proceedings before the hearing examiner are electronically recorded by TPP. The recordings of hearings are part of the official administrative record. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense. However, the proceedings shall not be delayed or impeded to accommodate a shorthand reporter.

B. Except as provided in subsection A, all other photographic and recording equipment is prohibited at hearings without the prior approval of the hearing examiner. The hearing examiner may deny or condition use of such equipment as he or she deems necessary to avoid disruption to the proceedings or prejudice to any party.

SECTION 6: HEARING EXAMINER'S DECISION

6.01 ISSUANCE OF DECISION

The written decision of the hearing examiner shall be issued either at the hearing or immediately thereafter for a Tenant Pre-Eviction Hearing Petition or within 30 days of the hearing for a Landlord Fair Rate or Return Hearing Petition and administrative penalty appeals, unless there are circumstances beyond the control of the hearing examiner that delays issuance. Upon issuance of the decision a copy shall be sent by first class mail to the address provided by petitioners and appellant in the petition or written notice of appeal, as applicable. The hearing examiner's decision shall be deemed served two days after the date it is mailed to the address provided by the petitioner or appellant.

6.02 CONTENTS OF THE DECISION

A. For landlord petitions, the hearing examiner may either reject or authorize the request for higher rent adjustment. For tenant petitions, the hearing examiner may find that the landlord's termination of the rental housing agreement was either based on just cause or that there was insufficient evidence to find that the tenant engaged in improper conduct or violated the provisions of the rental housing agreement. If the hearing examiner does not find that there was just cause to terminate the rental housing agreement, the landlord is then prohibited from proceeding with eviction of the tenant. If the landlord fails to comply with the hearing

examiner's decision, the City may issue administrative penalties against the landlord or property owner.

SECTION 7: JUDICIAL REVIEW

7.01 REVIEW OF THE HEARING EXAMINER'S DECISION

Any judicial action taken to set aside, annul or vacate the decision of the hearing examiner shall be filed in the manner and within the time provided in sections 1094.5 and 1094.6 of the California Code of Civil Procedure (no later than the 90th day following the date of the decision) and section 53069.4 of California Government Code (no later than the 20th day following the date of service the decision).

7.02 CERTIFIED RECORD OF PROCEEDINGS

- A. Anyone desiring a certified transcript of a hearing shall submit a written request to the City Clerk and submit payment to the City Clerk for the transcript requested.

- B. Anyone desiring a full certified administrative record of the hearing shall submit a written request to the City Clerk and submit payment to the City Clerk for the record requested.

- C. The administrative record shall include all documents submitted with the notice of appeal, prehearing submissions, evidence and testimony presented at the hearing, the hearing examiner's record of decision, and the transcript of the hearing.

SECTION 8: REMOTE HEARINGS

8.01 BACKGROUND INFORMATION

To protect the public and hearing staff from COVID-19, administrative hearings may be held remotely until the COVID-19 state of emergency order is lifted. Conducting hearings remotely could include the use of video, audio, and telephonic means for remote appearances, the electronic exchange of evidence by sending documents via e-mail (or uploading to a shared drive if the file size is too large for the e-mail system), and an electronic recording of the hearing (video and audio) to become the official transcript of the proceeding. Participants will need to have a computer (or other electronic device) with internet access for the remote hearing. A participant can request an accommodation and use a City computer in a room in a City building set-up for petitioners and appellants. Request must be submitted two business days prior to the hearing.

8.02 REMOTE HEARING PROCEDURES

Administrative hearing notice will include hearing date and time and information on how the remote hearing will be conducted. The computer software used will allow all participants to be seen and heard, documents to be uploaded and shared on the screen for reference, and the hearing video and audio recording to be saved.

The hearing secretary (or assistant) will manage the remote hearing by allowing each participant to speak when it is his or her turn to testify. The hearing secretary will mute all of the participants' audio feed until it is their time to speak, so that only one person at a time speaks to ensure clarity of the testimony and proceedings. There is a "raise your hand" feature to notify the hearing secretary that you are requesting to speak because you have a question that needs to be addressed before your turn to present your case.

8.03 HEARING ACCESS AND SCHEDULE

The hearing secretary will send out the meeting information with the hearing notice. Participants will not be allowed into the remote hearing until the appointed time of their case or shortly thereafter if the prior hearing item takes longer than expected to complete. Participants must check-in five minutes before their hearing time and complete an on-line speaker form for all who will testify. If the petitioner or appellant has not joined the hearing within five (5) minutes after the scheduled start time for his or her case, the hearing examiner may proceed to hear the matter and will consider the written appeal petition and any documents submitted prior to the hearing before rendering a decision. Cases will not be continued due to lack of an appearance by a petitioner or appellant.

8.04 INTRODUCTION OF DOCUMENTS AS EVIDENCE

It is important to exchange the documents to be considered by the hearing examiner before the hearing date so they can be shared electronically with all hearing participants and can be reviewed before the hearing in order to expedite the proceedings. The documents, including any pictures, are required to be sent to the hearing secretary (mail or electronically) by the specified deadline. If a participant does not have internet access to receive documents electronically, they will need to pick up their copy of the documents from the City office as listed in the hearing notice.

8.05 PRESENTING YOUR CASE

In order for the hearing examiner to see all of the participants, participants will need to use a computer or other electronic device that has a camera feature. Audio feed can be via the computer or by calling into the hearing. The call-in number will be provided in the hearing notice.

8.06 ACCOMMODATION FOR PARTICIPANTS WITHOUT ELECTRONIC ACCESS

If a participant does not have a computer or other electronic device with a camera feature, or without access to the internet, the City will make an accommodation by providing a room at a City building with a computer for their use at the time their case is to be heard. The participant will must contact the hearing secretary to request the accommodation two business days prior to the hearing. All hearing participants that enter a City building must comply with all applicable COVID-19 requirements and procedures including but not limited to wearing a mask, being screened before entering the building, and maintaining social distancing. If a participant is unwilling to comply with these requirements, they will only be able to participate telephonically by calling into the hearing.

APPENDIX: COMMUNITY RESOURCES

Sacramento Self-Help Housing – (916) 917-4984 to obtain supplemental information regarding the moratorium on rents and evictions, including COVID-19, State of California eviction protection laws (AB 1482, AB 3088, and SB 91), and housing resources.

Renters Helpline – (916) 389-7877 or visit its website at www.rentershelpline.org, for help with discrimination and tenant education.

Legal Services of Northern California - 916-551-2150 or <https://lsnc.net/office/sacramento>

City of Sacramento Customer Service Help Center (24 hours/7 days a week)

To report habitability or dangerous building issues, call 311 or (916) 264-5011.

Mediation Services

Sacramento Mediation Services – sacramentocovidrelief.org or call (916) 850 9010.

Superior Court of California County of Sacramento

Unlawful Detainer Division – (916) 875-7746