



## Article 2 Tenant and Landlord Petitions

### I. Explanation of Key Terms.

- A. The Rent Stabilization Ordinance defines certain key terms, such as “Rental Unit” (§ 11-1.02); “Housing Services,” “Landlord,” and “Rent” (§ 11-1.03); “Rent Reduction Petition” (§ 11-1.06); and “Fair Return Petition” (§ 11-1.07). This section explains and interprets—but does not change—those definitions.
- B. “Rent” is any thing of value that a Landlord demands, accepts, or retains in exchange for the use or occupancy of a Rental Unit. “Rent” is also any thing of value that is demanded, accepted, or retained by a Landlord in exchange for Housing Services. In addition to monetary payments, Rent may include a tangible good, or a service, that is provided to, or received by, a Landlord, or that is provided for the benefit of the Landlord. When Rent includes goods or services, the value is the fair market value of the goods or services.
- C. A “Housing Service” is any amenities and service that is provided by a Landlord and that is related to the use or occupancy of a Rental Unit. Any common area provided by a Landlord is also a “Housing Service.”
- D. A “Rental Unit” is a building or part of a building that is used for residence and that is rented to a tenant as a dwelling place and that is not exempt from regulation by Section 11-1.08 of the Rent Stabilization Ordinance. The term “Rental Unit” refers only to units that are regulated by the Rent Stabilization Ordinance.
- E. For the purpose of these Regulations, “Tenant” means one or more tenants of a tenancy. Where there is a single agreement with a Landlord for the occupancy of a Rental Unit, all occupants share one tenancy. Where occupants of a Rental Unit have separate agreements with a Landlord, regardless of the form of the agreement, for the occupancy of the Rental Unit, each agreement permitting occupancy is a tenancy.
- F. “Landlord” means an owner of record, lessor, sublessor or any other person, entity, or nonnatural person entitled to receive Rent for the use or occupancy of a Rental Unit. “Landlord” also means any agent,

representative, affiliate, member, shareholder, trustee, or successor thereof. If an owner of a Rental Unit is an entity other than a single natural person, then all entities and persons that share ownership and/or control (direct or indirect) of a Rental Unit are considered one and the same Landlord.

## II. Tenant Petition for Rent Reduction.

### A. Applicability.

1. *Increase Limit.* Section 11-1.04, subdivision (A) of the Rent Stabilization Ordinance limits the amount and frequency of Rent increases for all Rental Units.

(a) Rent cannot be increased more than one time every (12) twelve months, and the amount of the Rent increase cannot exceed the maximum amount permitted by § 11-1.04. The maximum amount permitted depends on the most recent 12-month increase in the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics (“CPI”):

(1) If the CPI is five percent (5%) or higher, the maximum Rent increase amount is three percent (3%) of current Rent.

(2) If the CPI is less than five percent (5%), the maximum Rent increase percentage is sixty percent (60%) of CPI, applied to the current Rent.

(b) Unless the City has granted the Landlord a Fair Return Petition (see Section IV, below), a Landlord violates § 11-1.04 when the Landlord increases Rent sooner than twelve (12) months after the last Rent increase or more than the amount permitted by § 11-1.04.

(c) Increases in Rent on residential real property in the City may not exceed the lesser of three percent (3%) or sixty percent (60%) of the CPI. Only one Rent increase in any twelve (12) month period is permitted. A reduction in Housing Services is an increase in Rent.

### 2. *Administrative Remedies.*

(a) A decision on a Tenant Petition for Rent Reduction, or Rent Reduction Petition, determines whether the amount of Rent charged, collected, or both exceeds the amount permitted by the Rent Stabilization Ordinance.

(b) If a Hearing Officer determines that the amount of Rent exceeds the amount authorized, the Hearing Officer may determine the maximum

amount of Rent permitted by the Rent Stabilization Ordinance and order a Landlord to cease charging more than the permitted amount of Rent.

(c) The Hearing Officer may also determine the amount of overcharge paid by the Tenant and order the Landlord to further reduce the Rent charged until the overcharge is fully credited to the Tenant.

(d) The Hearing Officer may also refer the overcharge violation to City enforcement officers for further action if the overcharge amount is not refunded to the Tenant.

B. Who May File. A Tenant who reasonably believes the Tenant's Landlord has charged Rent in excess of the Rent permitted by the Rent Stabilization Ordinance may petition the City for a reduction of rent by filing a Rent Reduction Petition. For the purposes of these Regulations, a Landlord "charges" Rent when the Landlord demands, accepts, or retains Rent. See Section I of this Regulation for an explanation of the term "Rent."

C. How to File.

1. Read these Regulations and § 11-1.06 of the Rent Stabilization Ordinance carefully, and contact the City if you have questions. The City may refuse to accept any Rent Reduction Petition that does not comply with the Rent Stabilization Ordinance and these Regulations.
2. Identify and assemble records or other evidence that a rent reduction is necessary. The Tenant bears the burden of establishing that the Landlord has charged Rent in excess of the Rent permitted by the Rent Stabilization Ordinance.
3. Complete the Rent Reduction Petition form, which is available on the Rent Program website. Copies of this form are also available from the City.
4. Submit the Rent Reduction Petition form and copies of any supporting documentation to the City. Supporting documentation should include evidence of the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges. There is no fee to file a Rent Reduction Petition at this time. However, the City may adopt and implement a filing fee at a future date in accordance with applicable law.

*Note: Make two copies of the signed Rent Reduction Petition form. One copy is for the Tenant's records, and the other is for the Landlord as described below. The Tenant may submit the original or a copy of the Rent Reduction Petition form. Tenant should submit only copies of other original documents unless otherwise requested by the City.*

5. Serve a copy of the Rent Reduction Petition form and supporting documents on the Landlord.
6. Submit a completed and signed Proof of Service form to the City.

*Note: "Serve" or "service" in this context is delivery of the documents using a permitted method. A "proof of service" is a signed affidavit describing the date and method of delivery. The permitted methods of delivery are described in Section V, below. The Proof of Service must be submitted to the City using the form available on the Rent Program website. Copies of the Proof of Service form are also available from the City.*

- D. How to Respond (Landlord). The Landlord will have thirty (30) days from the date of service of the Rent Reduction Petition form and supporting documents to provide a response and/or additional materials to the City. The Landlord must serve copy of the response and/or additional materials on the Tenant and submit a Proof of Service to the City. (See Section V, below.)
- E. Petition Deemed Complete; Extension.
  1. The City will not process a Rent Reduction Petition that is illegible, incomprehensible, or erroneously completed, or that is not signed by the petitioner, or that is missing required information or materials.
  2. A Rent Reduction Petition that complies with these Regulations and the Rent Stabilization Ordinance will be deemed complete thirty (30) days after the Tenant serves a copy of the Rent Reduction Petition form and supporting documents on the Landlord and delivers a Proof of Service to the City. This period of time may be extended upon notice to the City of a mutual agreement of the Tenant and Landlord.
- F. Former Tenants. A Rent Reduction Petition must be filed no later than three (3) years after the Tenant vacated the applicable Rental Unit.
- G. Burden of Proof; Factors Considered.
  1. The Tenant bears the burden of establishing by a preponderance of evidence that a rent reduction is necessary. The Tenant should provide information evidencing the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges.
  2. In deciding a Rent Reduction Petition, the Hearing Officer may consider any matters related to the Landlord's compliance or noncompliance with the Rent Stabilization Ordinance, including the reduction of Housing Services, or any matters otherwise permitted and described by these Regulations.

H. Final Decision.

1. A Rent Reduction Petition will be decided by the Hearing Officer within sixty (60) calendar days of the date that the Petition has been deemed complete, unless extended by mutual agreement of the Tenant and Landlord and consent of the Hearing Officer.
2. A Hearing Officer may issue any decision or order authorized by the Rent Stabilization Ordinance and applicable law, including the following:
  - (a) A determination of the maximum amount of Rent permitted by the Rent Stabilization Ordinance;
  - (b) A determination as to whether the amount of Rent charged, collected, or both exceeds the amount permitted by the Rent Stabilization Ordinance;
  - (c) A determination of the amount of overcharge paid by the Tenant;
  - (d) An order that the Landlord cease charging more than the permitted amount of Rent;
  - (e) An order that the Landlord further reduce Rent charged until the overcharge is fully credited to the Tenant;
  - (f) An order referring the overcharge violation to City enforcement officers for further action if the overcharge amount is not refunded to the Tenant.

**III. Compliance Determination Petition**

A. Applicability.

1. *Increase Not Effective.* Section 11-1.09 of the Rent Stabilization Ordinance provides that a Rent increase is not effective if any of the following conditions exist (“Violating Conditions”):
  - (a) The Landlord has not delivered a Notice of Tenant Rights—New Tenancy Unit to the Tenant, which must be in the form required by the City and in the language (such as English or Spanish) that was primarily used in the lease;
  - (b) The Landlord has not delivered a Notice Tenant Rights—Regulated Rent Increase to the Tenant, which must be delivered with any notice of increased Rent and be in the form required by the City and in the language (such as English or Spanish) that was primarily used in the lease;

- (c) After February 1, 2023, the Landlord has not registered the Rental Unit;
- (d) The Landlord has not maintained the Rental Unit in compliance with California Civil Code Sections 1941.1 et seq. and California Health and Safety Code sections 17920.3 and 17920.10;
- (e) The Landlord failed to make repairs ordered the City or a court; or
- (f) The Landlord has not substantially complied with any other provision of the Rent Stabilization Ordinance and these Regulations.

2. *Administrative Remedies.* A decision on a Petition to Determine Compliance (“Compliance Determination Petition”) determines whether a Violating Condition exists. If a Hearing Officer determines that a Violating Condition exists, the Hearing Officer may declare that a Rent increase will not be effective until the Violating Condition is removed or resolved. After the Violating Condition is removed or resolved, a Landlord may be authorized to implement a Rent increase in accordance with the Rent Stabilization Ordinance.

B. Who May File. A Tenant who reasonably believes the Tenant’s Landlord has increased Rent in violation of § 11-1.09, which deems Rent increases ineffective in certain conditions, may file a Petition to Determine Compliance.

C. How to File.

1. Read these Regulations and the Rent Stabilization Ordinance carefully, and contact the City if you have questions. The City may refuse to accept any Rent Reduction Petition that does not comply with the Rent Stabilization Ordinance and these Regulations.
2. Identify and assemble records or other evidence that one or more Violating Conditions exist.
3. Complete the Compliance Determination Petition form, which is available on the Rent Program website. Copies of this form are also available from the City.
4. Submit the Compliance Determination Petition form and copies of any supporting documentation to the City. Supporting documentation should include evidence of the asserted Violating Condition(s).

*Note: Make two copies of the signed Compliance Determination Petition form. One copy is for the Tenant’s records, and the other is for the Landlord as described below. The Tenant may submit the original or a copy of the Rent*

*Reduction Petition form. Tenant should submit only copies of other original documents unless otherwise requested by the City.*

5. Serve a copy of the Compliance Determination Petition form and supporting documents on the Landlord and submit a Proof of Service to the City. (See Section V, below.)
- D. How to Respond (Landlord). The Landlord will have thirty (30) days from the date of service of the Compliance Determination Petition form and supporting documents to provide a response and/or additional materials to the City. The Landlord must serve copy of the response and/or additional materials on the Tenant as described in Section V, below.
- E. Petition Deemed Complete; Extension. A Rent Reduction Petition that complies with these Regulations and the Rent Stabilization Ordinance will be deemed complete thirty (30) days after the Tenant serves a copy of the Rent Reduction Petition form and supporting documents on the Landlord and delivers a Proof of Service to the City. This period of time may be extended upon notice to the City of a mutual agreement of the Tenant and Landlord.
- F. Burden of Proof; Factors Considered.
1. The Tenant bears the burden of establishing by a preponderance of evidence that a condition exists that renders any Rent increase ineffective pursuant to § 11-1.09 of the Rent Stabilization Ordinance. The Tenant should provide information evidencing the type of dwelling, dates of tenancy, dates of rent increases, amount of rent increases, dates of charges, and amounts of charges. The Tenant should also provide information evidencing the Violating Condition(s) asserted in the Compliance Determination Petition.
  2. In deciding a Compliance Determination Petition, the Hearing Officer may consider any matters related to the asserted Violating Condition or any matters otherwise permitted and described by these Regulations.
- G. Final Decision. A Compliance Determination Petition will be decided by the Hearing Officer within sixty (60) calendar days of the date that the application has been deemed complete, unless extended by mutual agreement of the Tenant and Landlord and consent of the Hearing Officer.

#### **IV. Landlord Fair Return Petition.**

A. Applicability.

1. *Fair Return.* Section § 11-1.05 of the Rent Stabilization Ordinance establishes a rebuttable presumption that an annual adjustment of residential real property rent of up to the lesser of 3% or 60% of the

Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward Area published by the Bureau of Labor Statistics pursuant, as established by § 11-1.04, provides a just and reasonable return on a Landlord's property.

2. *Administrative Remedies.* A decision on a Petition for Additional Rent Increase, or Fair Return Petition, determines whether a Rent increase in addition to the increase permitted by § 11-1.04 is necessary to provide a Landlord a fair and reasonable return on the property. A Hearing Officer may determine whether violations of the Rent Stabilization Ordinance or other applicable law justify a denial or delay of any increase in Rent. A Hearing Officer may determine the amount and implementation schedule of additional Rent increase. These Regulations should be interpreted and applied in a manner that is consistent with the California Constitution and U.S. Constitution.

B. Who May File. A Landlord who reasonably believes the Rent increase permitted by the Rent Stabilization Ordinance will not maintain a fair rate of return on the Landlord's property investment may petition for an additional Rent increase by filing a Petition for Additional Rent Increase, also known as a Fair Return Petition.

C. How to File.

1. Complete the Fair Return Petition form, which is available on the Rent Program website. Copies of this form are also available from the City.
2. Submit the Fair Return Petition form and copies of supporting documentation to the City. The Landlord must provide all information required by the Fair Return Petition form at the time such form is submitted.

*Note: There is no fee to file a Rent Reduction Petition at this time. However, the City may adopt and implement a filing fee at a future date in accordance with applicable law, and Landlords are required to pay actual costs of reviewing and determining the Fair Return Petition.*

3. Serve a copy of the Fair Return Petition form and supporting documents on each Tenant who would be subject to the requested increase. The permitted methods of service are described in Section V, below.
4. Submit a completed and signed Proof of Service form to the City. The Proof of Service must be submitted to the City using the form available on the Rent Program website. Copies of the Proof of Service form are also available from the City.
5. Deliver deposit payment of the estimated cost of the Fair Return Petition proceeding, as determined by the Hearing Officer pursuant to Section



IV.E, below, and § 11-1.07, subdivision (A)(4) of the Rent Stabilization Ordinance.

- D. How to Respond (Tenant). Each Tenant will have thirty (30) days from the date of service of the Fair Return Petition form and supporting documents to provide a response and/or additional materials to the City. The Tenant must serve copy of the response and/or additional materials to the Landlord and submit a Proof of Service to the City. (See Section V, below.)
- E. Petition Deemed Complete; Extension.
1. The City will not process Fair Return Petitions that are illegible, incomprehensible, or erroneously completed, or that are not signed by the petitioner, or that are missing required information or materials.
  2. A Fair Return Petition that complies with these Regulations and the Rent Stabilization Ordinance will be deemed complete thirty (30) days after the Landlord serves a copy of the Fair Return Petition form and supporting documents on each Tenant who would be subject to the requested increase, delivers a Proof of Service to the City, and delivers the deposit payment of the estimated cost of the Fair Return Petition proceeding, as determined by the Hearing Officer. This period of time may be extended upon notice to the City of a mutual agreement of the Tenant and Landlord.
- F. Cost of Proceeding.
1. The Landlord is responsible for all costs associated with the City's review and determination of the Fair Return Petition. The City will notify the Landlord within fourteen (14) days of the estimated costs of the proceeding, as determined by the Hearing Officer. If the Hearing Officer determines it will be necessary to employ expert(s) to analyze the Fair Return Petition, the anticipated costs of employing such expert(s) will be included with the estimate of costs provided by the City. The Fair Return Petition is not complete until the Landlord provides the City with a deposit payment of the estimated costs.
  2. Prior to the issuance of the Final Decision, the City will provide an invoice to the Landlord of actual costs incurred during the City's review and determination of the Fair Return Petition. Any unused portion of the deposit payment will be refunded to the Landlord at the time the invoice is delivered. In the event the actual costs of the proceeding exceeds the deposit payment, the Landlord must pay the balance within thirty (30) days of the invoice. The Final Decision will not be issued until all costs for review and determination of the proceeding are paid in full.
- G. Registration Required. Beginning January 1, 2023, a Landlord may not file a Fair Return Petition until fifteen (15) days after registration of the

applicable Rental Unit(s) pursuant to Section 11-1.12 of the Rent Stabilization Ordinance and delivery of all notices required by Section 11-1.10 of the Rent Stabilization Ordinance, whichever is later.

- H. Repeat Petition. The City may refuse to process or consider a Fair Return Petition filed within twelve (12) months of the issuance of a Final Decision on a Fair Return Petition that sought the same type of relief for the same Rental Unit.
- I. Burden of Proof; Factors Considered.
  - 1. The Landlord bears the burden of establishing by a preponderance of evidence that a Rent increase in excess of that provided in Section 11-1.04 of the Rent Stabilization Ordinance is necessary to provide the Landlord with a fair and reasonable return on the property. To this end, the Landlord must provide an independent financial report and verified financial data demonstrating that the Landlord will not realize a fair and reasonable return on the property.
  - 2. In deciding a Fair Return Petition, the Hearing Officer may consider any matters related to the income, operating expenses, and net operating income of the property at any time relevant to the Fair Return Petition. The Hearing Officer may also consider any factor listed in Section 11-1.07 of the Rent Stabilization or any matters otherwise permitted and described by these Regulations.
- J. Final Decision. A Fair Return Petition will be decided by the Hearing Officer within ninety (90) calendar days of the date that the Petition has been deemed complete, unless extended by mutual agreement of the Tenant and Landlord and consent of the Hearing Officer or unless the Landlord has failed to pay additional costs incurred during the review and determination of the Petition.

## **V. General Requirements.**

- A. Forms Required. Petitioners must use forms provided by the City.
- B. Parties to Proceeding; Designated Representative.
  - 1. The parties to a petition proceeding are the Landlord and the Tenant of the affected Rental Unit. A Tenant Petition may name any individual or entity constituting a Landlord, as that term is defined by the Rent Stabilization Ordinance and these Regulations, of the Tenant's Rental Unit.
  - 2. A Landlord may designate a different Landlord for the purposes of the Petition by providing written notice to the Tenant and City within fifteen (15) days of the date a Petition was served on any Landlord. Such

designation will not extend the period of time in which the Landlord may respond to the Petition or provide additional materials.

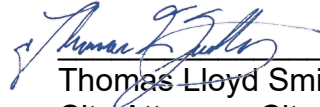
Each party may designate a representative to communicate, provide information, submit written materials, and serve documents on behalf of a Tenant or Landlord. The designation must be in writing using the form provided by the City, signed by the designating party and the representative, and delivered to the other party and the City. A designation may be terminated by the designating party or the representative by written notice to the other party and the City. The terms Tenant and Landlord, as used in these Regulations, include the properly designated representative of the Tenant or Landlord.

C. Manner of Notice; Proof of Service.

1. When a party is required to deliver notice to, or serve documents on, the other party, the notice or documents must be delivered by first-class or certified mail, or by personal service on the party or the party's representative of record. Personal service must be performed in the manner required by state law. A courtesy copy by email may be provided in addition to at least one of these authorized methods of service.
2. The party providing notice or documents to the other party must deliver a Proof of Service to the City using the form provided by the City. The Proof of Service is a written declaration of the person serving the notice or documents that is signed under penalty of perjury.
3. Notice and other documents to the City may be delivered by email, mail and personal delivery, except that a party delivery materials by email is responsible for confirming receipt by the City.
4. Confidentiality of Documents. Documents that are filed in connection with a petition authorized under these Regulations are public records except where the City determines the document in question is exempt under the California Public Records Act (Government Code Section 6250 et seq) or that the public interest served by not making the document public clearly outweighs the public interest served by disclosure of the document. Parties are encouraged to redact sensitive personal information that is not relevant to the relief requested prior to submission to the City.
5. Duty to Supplement Information. Persons who provide information and other materials to the City pursuant to these Regulations are required to notify the City as soon as possible whenever circumstances arise or events occur that render the information or materials incomplete, incorrect, or misleading.

- D. Repeat Petition. The City may refuse to process or consider a Rent Reduction Petition that is filed within twelve (12) months of the issuance of a Final Decision on a Rent Reduction Petition that sought the same type of relief for the same Rental Unit.
- E. Final Decision. The City will serve the Final Decision of the Hearing Officer on the Tenant and Landlord by first class mail or certified mail. The City will also email a courtesy copy of the Final Decision and Proof of Service. The Final Decision of the Hearing Officer is final and not appealable to the City.

Adopted this 30<sup>th</sup> day of November, 2022 pursuant to sections 1-6.01, 11-1.09, and 11-1.13 of the Antioch Municipal Code. This Regulation shall take effect upon adoption and publication on the City of Antioch website.

  
\_\_\_\_\_  
Thomas Lloyd Smith  
City Attorney, City of Antioch