



**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243
(510) 238-3721
CA Relay Service 711
www.oaklandca.gov/RAP

**NOTICE TO TENANTS OF
MOVE-OUT NEGOTIATION RIGHTS**
(O.M.C. 8.22.730 Disclosure Form)

In Oakland, the Tenant Move-Out Agreement Ordinance (Oakland Municipal Code (O.M.C.) 8.22.700 et seq.) sets forth numerous requirements and tenant protections surrounding move-out agreements and move-out negotiations between property owners and tenants. If the owner of your rental unit wishes to negotiate a move-out agreement (meaning an agreement wherein you agree to permanently vacate your rental unit in exchange for money or other consideration), the owner must strictly comply with all requirements of the Ordinance. This Notice is intended to provide you with a summary of your rights and the property owner's obligations in the context of move-out agreements and negotiations. (O.M.C. 8.22.730.)

PROPERTY OWNER OBLIGATIONS

- **BEFORE AN OWNER CAN MAKE ANY OFFERS OR ENGAGE IN ANY DISCUSSIONS** regarding a potential move-out agreement, the owner must first to do the following:

- ✓ Provide you with a completed copy of this Notice, and
- ✓ File a certification form with the Rent Adjustment Program confirming that this Notice has been provided to you.

- If you indicate in writing that you do not wish to engage in move-out negotiations or enter into a move-out agreement, the owner cannot make any additional offers for at least six months. Doing so constitutes harassment under the Tenant Protection Ordinance (O.M.C. 8.22.640).

TO BE COMPLETED BY PROPERTY OWNER/AGENT

<i>The following people are authorized to conduct move-out negotiations and enter into move-out agreements on the owner's behalf (list all names):</i>	1.	
	2.	
	3.	
This Notice was provided on the following date: _____		
X _____		_____
Owner/agent signature		Date

YOUR RIGHTS AS A TENANT

If the owner of your rental unit (or their agent) is attempting to discuss a move-out agreement with you by offering you money or other consideration in exchange for your moving out of your unit, you have the following rights:

- **THE RIGHT TO SAY NO.** You do NOT have to agree to vacate your unit and you do NOT have to engage in move-out discussions if you do not want to. You may refuse to enter into a move-out agreement and decline to engage in move-out negotiations at any point. It is unlawful for the owner to retaliate against you for doing so.

Once you have notified the owner in writing that you do not wish to vacate your unit or receive any further offers of payment, it is unlawful for the owner to continue to make offers or attempt to discuss your moving out for at least six months. Continuing to do so constitutes harassment under Oakland's Tenant Protection Ordinance.

- **THE RIGHT TO CONSULT WITH AN ATTORNEY.** Entering into a move-out agreement is a significant decision, and you may be waiving important rights. You may choose to consult with an attorney before engaging in negotiations or agreeing to anything. Contact the Rent Adjustment Program for referrals to legal service organizations: (510) 238-3721 or RAP@oaklandca.gov.
- **THE RIGHT TO RESCIND.** You have 25 days after signing a move-out agreement to change your mind and cancel the agreement, unless both parties have agreed in writing to a shorter cancellation period of no less than 15 days. During this time, you may cancel the agreement so long as you have not already moved out and the decision is unanimous among all tenants who are parties to the agreement.

If the move-out agreement does not comply with all of the requirements of the Tenant Move-Out Agreement Ordinance, the agreement may be rescinded for up to six months.

- **THE RIGHT TO RETURN TO YOUR UNIT.** Normally, tenants who vacate so that repairs can be completed or because the unit is being withdrawn from the rental market (Ellis Act) have a right to return to the unit when repairs are completed or when the withdrawn unit is re-rented. Agreeing to waive your potential right to return to your unit may make your move-out agreement more valuable.
- **THE RIGHT TO RELOCATION PAYMENT.** In Oakland, owners are required to provide tenants with relocation payments in certain types of no-fault evictions, such as when tenants are required to vacate due to code violations, so that necessary repairs can be completed, because an owner or the owner's relative is moving in, and/or when the unit is being removed from the rental market (Ellis Act/condo conversion). If you would otherwise qualify for relocation payment under the Uniform Relocation Ordinance, your move-out agreement must

be for an amount that is greater than what you would otherwise be entitled to. The base payment amounts until July 31, 2022, are:

- \$ 7,669.78 per studio/one-bedroom unit
- \$ 9,439.73 per two-bedroom unit
- \$11,652.17 per three or more-bedroom unit

+ PLUS an additional \$2,500.00 for tenant households that include lower income, elderly or disabled tenants, and/or minor children.

ADDITIONAL THINGS TO CONSIDER

- **Market rents may be much higher:** Rental amounts for new units in the area may be significantly higher than what you currently pay, especially if you have lived in your unit for a long time. You may wish to check rents for comparable units before entering into a move-out agreement, particularly a move-out agreement that waives any options or rights you may have to return to the unit.
- **Payments may be taxable:** Payments made pursuant to a move-out agreement may be subject to federal and/or state taxation. You should consult taxing authorities or a tax professional for more information or advice on taxability.
- **Move-out agreements and related documents may be subject to public disclosure:** Owners are required to file copies of move-out agreements with the Rent Adjustment Program. Move-out agreements and documents related to move-out agreements that are submitted to the City are considered public records. The City may redact certain personal information to the extent possible consistent with Oakland, state, and federal public records laws or policies. Please be advised that information you believe to be private may be subject to public disclosure.

Owners who fail to comply with the requirements of Oakland's Tenant Move-Out Agreement Ordinance (O.M.C. 8.22.700, et seq.) may be subject to more significant penalties if the tenant is elderly, disabled, or catastrophically ill. As defined in the Ordinance, elderly tenants are sixty (60) years of age or older. Tenants are disabled if they are disabled under Section 12926 of the California Government Code. Tenants are catastrophically ill if they are both disabled under Section 12926 of the California Government Code and suffering from a life-threatening illness, as certified by their primary care physician.

Do you believe that you are elderly, disabled, or catastrophically ill as those terms are defined above?

Yes ___ No ___ I don't know ___ I prefer not to say ___

Date Notice received: _____

X _____

Tenant signature (*optional - tenants are not required to sign or do anything further with this Notice*)



Additional information on tenants' rights is available on the RAP website, or you may contact RAP for assistance by calling (510) 238-3721 or emailing RAP@oaklandca.gov.