



## **Pre-Move Out Negotiations Disclosure Form Required by Tenant Move Out Agreement Ordinance**

The Oakland City Council passed the Tenant Move Out Agreement Ordinance (TMOO, O.M.C. 8.22.700 et seq.), effective May 1, 2018, which provides that owners must do the following if they wish to offer a tenant compensation to vacate their rental unit:

- The owner must file a Pre-Move Out Disclosure Certification Form with the Rent Adjustment Program prior to entering into Move Out Negotiations.
- The owner must give this Disclosure Notice to the tenant prior to entering into Move Out Negotiations. The owner must also file the executed Move Out Agreement with the Rent Adjustment Program within 45 days of the tenant and landlord signing the Move Out Agreement.

Under the Tenant Move Out Agreement Ordinance, a tenant has the following rights when considering a Move Out Agreement:

- **The right to not accept** - A tenant is not required to enter into a Move Out Agreement or engage in Move Out Negotiations, and the landlord may not retaliate against a tenant for not accepting the offer. Offering payments to a tenant to vacate more than once in six (6) months after the tenant has notified the owner in writing that the tenant refuses to enter into a Move Out Agreement or engage in Move Out Negotiations constitutes harassment under the Tenant Protection Ordinance (O.M.C. 8.22.600, et seq.)
- **The right to consult an attorney** - A tenant has the right to consult an attorney before entering into a Move Out Agreement or engaging in Move Out Negotiations.
- **The right to rescind** - A tenant may rescind the Move Out Agreement at any time during the twenty-five (25) days after the agreement has been signed by both the landlord and tenant, unless the parties agree in writing to a shorter period of no less than fifteen (15) days. During this period, the tenant may rescind the Agreement as long as the tenant has not moved out, and the decision to rescind is unanimous among the tenants who are parties to the Move Out Agreement.
- **Extended right to rescind if the Move Out Agreement does not comply with the Ordinance** - A Move Out Agreement can be rescinded within six months if it does not meet the specifications required under the Ordinance.



## **Additional Information**

**Relocation amounts for 2018-2019:** The Uniform Relocation Ordinance requires owners to provide tenants displaced by code compliance activities, owner or relative move-ins, the Ellis Act, and condominium conversions with relocation payments. The payment amount depends on the size of the unit and adjusts for inflation annually on July 1st. The base payment amounts until June 30, 2019 are:

- \$6,875.58 per studio/one bedroom unit
- \$8,462.25 per two bedroom unit
- \$10,445.60 per three or more bedroom unit

Tenant households in rental units that include lower income, elderly or disabled tenants, and/or minor children are entitled to a single additional relocation payment of two thousand five hundred dollars (\$2,500) per unit from the owner.

**Right to return:** Tenants have an option or right to return to their Rental Unit after certain no-fault evictions, such as code compliance evictions after the repairs are completed or Ellis evictions if the units are re-rented. Waiver of these rights, if applicable, may make a Move Out Agreement more valuable.

**Market rents may be much higher:** Market rate rents in the area may be significantly higher than your current rent and that you may wish to check rents for comparable rental units before entering into a Move Out Agreement, particularly a Move Out Agreement that waives any options or rights to return to the rental unit that you may have.

**Payments may be taxable:** Payments 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.

**Public records:** Move Out Agreements and documents related to Move Out Agreements that are submitted to the City may be public, but the City may redact personal information to the extent possible consistent with Oakland, state, and federal public records laws or policies. Parties to a potential Move Out Agreement should be advised that information a party believes to be private may be subject to public disclosure.

**For additional assistance:** You may find information regarding tenants' rights and contact information for tenants' assistance organizations at the City's Rent Adjustment Program office or on the Rent Adjustment Program website at <http://rapwp.oaklandnet.com>.



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612-0243

TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

**The following people will be conducting Move Out Negotiations on behalf of the owner. (If the owner is an entity, provide the names of all people within that entity who will be conducting the Move Out Negotiations.)**

1.	2.
Print Name	Print Name
3.	4.
Print Name	Print Name

**Each tenant must sign this three-page Pre-Move Out Negotiations Disclosure Form below and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner must also sign and write the date the owner provided the tenant with the disclosure form as required by TMOO. The owner is not required to file a copy of the Disclosure Form with the Rent Adjustment Program. The owner is required to retain a copy of each signed Disclosure Form for five years.**

Tenant's Name	Owner's Name
Tenant's Signature	Owner's Signature
Date the owner provided tenant with the disclosure form (Tenant)	Date the owner provided tenant with the disclosure form (Owner)

**For elderly, disabled, or catastrophically ill tenants. 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? (initial next to the appropriate line)**

Yes \_\_\_\_\_ No \_\_\_\_\_ I don't know \_\_\_\_\_ Prefer not to say \_\_\_\_\_