



# Frequently Asked Questions (FAQ)

## City of Union City Residential Landlord and Tenant Relations Ordinance (the “Ordinance”)

**Ordinance Effective: May 10, 2017**  
**FAQ updated September 20, 2017**

This handout answers frequently asked questions to help landlords and tenants understand and comply with the law in Union City regarding evictions and anti-harassment. **This is a general guide and resource, and does not constitute legal advice, nor does it address every issue.** It may be updated from time to time, as deemed appropriate by the City. The full text of the Ordinance can be found at Chapter 5.50 of the [Union City Municipal Code](#), which is available on the [City’s website](#) or in the Office of the City Clerk at City Hall.

**Additional information is available at:** [www.unioncity.org/rent-requirements](http://www.unioncity.org/rent-requirements)

### **1. What do landlords need to tell tenants about the Ordinance?**

Answer: Landlords must provide all tenants with a notice of tenant rights in the three predominant languages spoken in the City, in accordance with Union City Municipal Code section 5.50.070(A). The City has prepared a Notice of Tenants Rights form that landlords may use to satisfy this requirement, which is available online at: [www.unioncity.org/rent-requirements](http://www.unioncity.org/rent-requirements)

### **2. When must landlords provide tenants with a notice of tenant rights?**

Answer: Landlords must provide a tenant with a notice of tenant rights in all of the following situations and each notice must include a proof of service:

- a) within sixty days of May 10, 2017, the effective date of the Ordinance;
- b) when entering into a new lease or rental agreement;
- c) when renewing a lease or rental agreement;
- d) when issuing a notice of termination; **and**
- e) at such other times as required by the City of Union City

### **3. Are landlords required to file copies of the proof of service with the City?**

Answer: No. However, landlords should retain the proof of service with their personal records. The City has prepared a Proof of Service form that landlords may use to satisfy the proof of service requirement, which is available online at: [www.unioncity.org/rent-requirements](http://www.unioncity.org/rent-requirements)

**4. Are landlords required to file copies of termination notices with the City?**

Answer: No

**5. Does the Ordinance prevent a landlord from raising a tenant’s rental amount?**

Answer: No. However, applicable state laws still apply.

**6. Is there a fee being charged to administer this Ordinance?**

Answer: **Effective November 1, 2017**, all property owners with rental units in Union City that are subject to the Eviction Protection Ordinance and/or the Rent Review Ordinance must pay the annual fees listed below. The fees are due at the time a property owner applies for a new residential rental business license or renews an existing business license. These fees are in addition to the existing requirement for all landlords to obtain and maintain a valid [Union City Business License](#) for every rental unit they operate in Union City.

- Rent Review Ordinance Fee - \$21.50 per rental unit
- Eviction Protection Ordinance Fee - \$10 per rental unit

For questions regarding the business license application/renewal process, please contact the City's Revenue Division.

**City of Union City – Revenue Division**

Phone: (510) 675-5312

Fax: (510) 489-5074

Email: Biz-License@UnionCity.Org

Website: [www.unioncity.org/departments/administrative-services/business-licenses](http://www.unioncity.org/departments/administrative-services/business-licenses)

**7. Does the Ordinance apply to single-family homes or condominiums?**

Answer: The Ordinance applies to all rental units in the City, unless the rental unit qualifies for an exception as provided in Union City Municipal Code section 5.50.030.

**8. What must a landlord do to terminate tenancy under the Ordinance?**

Answer: Please refer to Union City Municipal Code section 5.50.040 for more information. The Landlord must demonstrate all of the following:

- a) That the landlord possesses a valid Union City business license and has a properly registered rental unit (see answer to Question #5 for more information); **and**
- b) That the landlord has provided the tenant with a notice of tenant rights (see answer to Question # 1); **and**
- c) That the landlord served a notice of termination that contains the reason for termination of tenancy in accordance with Union City Municipal Code section 5.50.040(E) (see Union City Municipal Code section 5.50.060); **and**
- d) That the landlord has not accepted and will not accept rent or any other consideration in return for the continued use of the rental unit beyond the term of the terminated tenancy in compliance with California Civil Code Sections 1945, 1946 and 1946.1; **and**
- e) The existence of a qualifying ground for termination as permitted by Union City Municipal Code section 5.50.040(E)

**9. Does the landlord have to demonstrate compliance with one or all of the specific grounds for termination under Section 5.50.040(E)?**

Answer: The Landlord must only demonstrate compliance with one of the grounds for termination under Union City Municipal Code section 5.50.040(E).

**10. What is a right to return? If a landlord is required to offer a tenant a right to return, must the landlord offer the unit at the prior rental amount?**

Answer: For a termination of tenancy pursuant to Section 5.50.040(E) (6), (9) or (10) a tenant is entitled to the right to return. A landlord must notify the tenant upon termination of tenancy that the tenant is entitled to the right to return to the rental unit. The landlord must then offer the tenant the right to return to the rental unit if the unit is placed back on the residential rental market. A landlord is not required to offer the unit at the tenant's prior rental amount and only the landlord terminating tenancy is required to offer the right to return. Please refer to Union City Municipal Code sections 5.50.040(E) (6), (9), (10), and (F) for more information.

**11. Does the Ordinance limit a landlord's ability to sell his or her rental unit including his or her home?**

Answer: No. The Ordinance does not prohibit a landlord from selling his or her rental unit or home. If a landlord wishes to terminate a tenancy prior to selling his or her home, the landlord must comply with the requirements of the Residential Tenant and Landlord Relations Ordinance and applicable state law.

**12. What are the anti-harassment provisions of the Ordinance?**

Answer: The Ordinance prohibits landlords from engaging in certain activities in bad faith, with ulterior motive, or without honest intent. Please refer to Union City Municipal Code Section 5.50.050.