



TOWN OF FAIRFAX

STAFF REPORT

June 7, 2023

TO: Mayor and Town Council

FROM: Heather Abrams, Town Manager

SUBJECT: Receive Report, Discuss Options, Provide Direction to Staff following Workshop on Just Cause Evictions

RECOMMENDATION

Receive Report, Discuss Options, Provide Direction to staff following Workshop on Just Cause Evictions.

BACKGROUND

In 2019 the Town adopted a form of Just Cause Eviction and Rent Stabilization that relied on the right of private action through the court system and mandatory mediation with the District Attorney's office of Marin County. Throughout the pandemic the Town also enacted eviction moratoriums, including on June 15, 2022.

The Council discussed the current form of Just Cause Eviction and Rent Stabilization at the following noticed public meetings, which can be reviewed on the Town's Website:

- **March 2, 2022:** DSA Presentation
- **May 4, 2022:** Direct Town resources and select option for implementation resources
- **July 6, 2022:** Discussion of just cause eviction protections (continued to July 12)
- **July 12, 2022:** Discussion of just cause eviction protections
- **September 7, 2022:** Community forum to discuss proposed updates to the Town's then existing just cause evictions ordinance and proposed rent stabilization ordinance
- **September 21, 2022:** Introduction of Ordinances (Council requested revisions)
- **October 11, 2022:** Introduction of Ordinances amending Title 5 of Town Code Chapter 5.54, Just Cause Evictions, and Chapter 5.55, Mandatory Mediation for Rental Increases, with a Rent Stabilization Program
- **November 2, 2022:** Adopt Ordinance Amending Chapter 5.54 "Just Cause Evictions" of Title 5 of the Fairfax Town Code and Adopt Ordinance Amending Chapter 5.55 "Mandatory Mediation for Rental Increases" of Title 5 of the Fairfax Town Code
- **January 10, 2023:** Residents' Petition regarding Ordinance Nos. 870 and 871 heard at Council
- **February 1, 2023:** Residents' Petition regarding Ordinance Nos. 870 and 871 heard at Council

- **April 5, 2023:** Update on Workshop on Just Cause Eviction Ordinance to be held May 6, 2023, and Residents' Petition requesting repeal of Town Code Chapters 5.54 and 5.55, and direct staff as appropriate

Additional community input and education regarding the ordinances included:

- Town newsletter and website posts regarding the above meetings, plus approximately 12 newsletter and web posts on the topic, approximately 437 emails to and from the Council Members.
- "Town Hall" Style Meeting conducted by Legal Aid of Marin on November 29, 2022
- Informal resident survey conducted by the Town April 12-23, 2023 via survey monkey with 253 responses
- Just Cause Eviction Workshop sponsored through grant funding on May 6, 2023, which included digital comment cards, in Zoom polling, facilitated resident input from 115 people
- The Town's website has received 3,867 visits to pages related to rent stabilization and just cause eviction in the last 12 months as of May 26, 2023.

DISCUSSION

Staff requests that the Council receive the Workshop report from the facilitator.

As a next step in this meeting, staff requests that the Council discuss the policy objectives of the ordinances and determine whether the ordinances require amendments, and then select one of the following:

- Form a focus group of tenants, housing providers, Fairfax residents who are neither renters nor landlords, and two Council Members to propose amendments and or implementation of the ordinances
- Form a subcommittee of two Council Members to suggest possible amendments to the ordinances
- Form subcommittee of two Council Members to recommend next steps that could include implementation, amendment, or withdrawal of the ordinances
 - If implementation is selected, resources need to be budgeted and a timeline needs to be developed by staff. Some description of potential budget items are described on page 26 of the proposed Town budget.
- Discuss specific ordinance language to be amended as a full Council

Staff requests that the Council provide direction to staff regarding next steps beyond those listed above.

FISCAL IMPACT

To be determined.

ATTACHMENT

Facilitator's report from May 6, 2023 Workshop

Town of Fairfax
Just Cause Evictions Ordinance Outreach
Summary

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Executive Summary

This report contains a synthesis of public comments from the following forms of outreach:

1	Online survey sent out and publicized via the Town newsletter, Town website newspost and at Council meetings, which accepted responses from April 12-April 23, 2023 and received 253 responses
2	Online workshop hosted on Saturday, May 6th via Zoom with 115 participants.
3	Online comment card with 42 responses.

The synthesis is organized according to the following topic areas:

- Types of Units Covered
- Owner Move-In
- Right of Return
- Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenant
- Additional School Year Eviction Protections for Educators and Students
- Ellis Act Withdrawal Protections
- Relocation Payments
- Breach of Lease
- Failure to Pay Rent Qualifications
- Substantial Rehabilitation for Health and Safety
- Buy-Out Agreements

What follows are some recommended Next Steps for the Town Council based on the synthesis of these outreach efforts. The Appendix contains a detailed summary of each outreach activity, along with links to raw data.

Recommendations for Next Steps

- Share a comprehensive report of outreach efforts and outcomes completed to date on the Town of Fairfax website (potentially this report).
- CivicMakers will present findings and recommendations from this report at the June 7th Town Council Meeting.
- Town Council discusses options for next steps at the June 7th meeting.
- Identify representative stakeholders from both tenant and landlord side (e.g, individuals; community-based organizations; business and trade associations; real estate developers; tenant protection advocacy groups; etc.) who may be called to

discuss proposed changes with the subcommittee or other Town council members after the June 7th meeting.

Synthesis of Comments

Below is a high-level synthesis of comments received from 1) the **pre-workshop online survey** available from April 12 to April 23, 2023; 2) the **virtual community workshop** on May 6, 2023 (both chat and verbal); and 3) the **online comment card** issued during the virtual workshop and available until Saturday, May 13th.

Comments are categorized by ordinance topic area.

Types of Units Covered

- Exempt (Landlord Perspective):
 - Room rentals in owner-occupied single-family homes
 - ADU's and JADUs
 - Units that are offering below-market rate rents
- Include (Tenant perspective):
 - Duplexes - should definitely be included here
 - Does not specify deed restricted affordable housing, which is not covered in either ordinance nor AB 1482. This means the largest apartment complex in Fairfax is not covered by tenant protections. How will Fairfax cover them?
 - ADU's and rooms rented in a house: the landlord is benefiting from the exchange. So why should the burden of displacement for a renter fall entirely on the renter and not be shared by the income receiving landlord in at least some small way?

Key Quotes

"This is an unfair burden on property owners who are not organizations and large property management companies."

"If there's not an exemption for single-family owner-occupied homes, it's definitely going to constrain the number of affordable rooms that are available in the county."

Owner Move-In

- Landlord Perspective:
 - Concern that ordinance as written will result in housing providers feeling restricted in who and how they rent to Fairfax residents.
 - Expand family members allowed to move in -- grandchild, sibling, caretaker
- Tenant Perspective:
 - Concern for owner move-in being used to evict tenants without oversight.
 - Limit family members to immediate family of landlord
 - Family definitions for renters and landlords should be the same (*represents both tenant and landlord perspectives*)

Key Quotes

“...I think they need to show intent to stay long term...like not move in and then move out in a year and rent again. Maybe put a limit of time before it can go back as a rental.”

“I am a younger property owner, part of the point of this was to have the flexibility to move in elderly relatives in the future for caretaking purposes, and now that option is off the table and had I'd known this I would not have taken on the incredible expense of purchasing this place, and also the incredible expense of fixing it up so that it could be habitable for myself and tenants.”

“If the owner is not charging the person (or people) moving in to replace the tenant, the owner should have final say over who that person is. Families can be complex, these definitions are not sufficiently inclusive to account for potential scenarios.”

Right of Return

- Landlord Perspective:
 - Could impact a potential sale of property, if said property has a unit that a potential buyer will need to consider tenant Right of Return
 - Exempt “successor landlords”
 - Exempt owner-occupied single-family home
 - Clarify how landlords should contact tenants for Right to Return
 - Reduce current requirement of 5 years
- Tenant Perspective:

- Feels important to have this to prevent evictions and immediate upselling of unit
- Right of return is only for no-fault evictions, it enables tenants the opportunity to move back into their unit if and when it again becomes available after they've been evicted. Seems like common-sense fairness, please retain.
- Clarify timeline for tenant to accept right of return

Key Quotes

"I'm a resident and renter of Fairfax with my partner, and as an example, if the landlord puts in double pane windows, or insulates the property, and we have to move out during that process, I would like to have the opportunity to move back in. So that's one of the main kinds of common sense situations where a tenant would want to move back into the property."

"There's a huge loophole that landlords have been taking advantage of. Basically they'll say, we're gonna close down the property, you've done nothing wrong. At this point they just need to use it, for now, say, like the owner move-in, however, that rental will go right back on the market, and they will jack up the prices for the next tenant. So this is meant to prevent that, and it is extremely important to keep in there."

Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenant

- Landlord Perspective:
 - Change definition of elderly to 65+, 72+, 75+, 79+
 - Reduce notice period to 6, 3 months
- Tenant Perspective:
 - Increase notice to 18 months

Key Quotes

"This is a fundamental measure to avoid discrimination and evasion of legal obligations."

"I would increase the amount of notice, up to as much time as is remaining on the lease (or otherwise included in the notice period for lease renewals)."

"Make an exception when the rental is in a single-family home and the property owner is elderly, disabled, or terminally ill."

Additional School Year Eviction Protections for Educators and Students

- Landlord Perspective:
 - Further define student/teacher (e.g., full-time, classroom, adult educator etc.)
 - Is this just for schools located in Fairfax?
 - Only apply to low and very low-income tenants
- Tenant Perspective:
 - All teachers, students, and support staff need protection during the school year

Key Quotes

“Explore ways to encourage landlords to rent to these groups with incentives instead of rules and fees.”

Ellis Act Withdrawal Protections

- Landlord Perspective:
 - Successor property owners should not be liable.
 - Limit right to return to 3, 2, 1 years or less
 - Exempt rooms in single family homes, ADU's/JADUs?

Relocation Payments

- Landlord Perspective
 - Exceptions for cases where property damage due to a natural disaster has occurred.
 - Differentiate between permanent and temporary relocation.
 - Increases in relocation pay should not be tied to CPI, but should align with increases identified in the rent stabilization ordinance (60% of CPI)
 - Reduce relocation payment requirements and only allow for relocation payments after 12+ months
 - Do not apply to single family homes, ADUs/JADUs?, or owner-occupied homes
- Tenant Perspective:
 - Concern that this ordinance becomes valid after only a year of residency.

- General optimism about this being included, as some folks have had experiences of not being offered any assistance for relocation.
- Keep as is, the amount in the ordinance doesn't adequately cover expense of being relocations (sic)

Key Quotes

"I was asked to leave my duplex, after being an absolutely perfect paying tenant for 15 years with my small family, and when I was asked to leave, so that the owner could make repairs and make the apartment more expensive the duplex more expensive I wasn't given anything at all."

"There should absolutely be relocation payments for tenants who are evicted through no fault of their own. It's only fair."

"I don't really think relocation payments are reasonable, but I would be in favor of giving the last month's rent free so that the tenant could have a cushion while searching for housing. That's in the case of a no-fault eviction. It's nearly impossible to find and afford new housing in Fairfax!"

"I would cap temporary relocation benefits to that prorated amount paid by the tenant, or an equal decrease/credit toward rent upon return of the tenant."

"Like AAA renter insurance, there should be a stated dollar amount up to a limit. Otherwise, without clear limits, landlords who are not wealthy could themselves become bankrupt."

Breach of Lease

- Landlord Perspective:
 - Subleasing should be limited to replacing tenants, not allowing more and more to move in.
 - Tenant should be prevented from subleasing in order to make a profit by charging the sublease more than the tenant's cost of rent.
 - Under no circumstances should a tenant be able to sublet out a unit as an AirBNB type temporary rental without full disclosure to, and approval of Landlord.
 - Landlord should have more time to review request for subleasing, and no subleasing without written permission.
- Tenant Perspective:

- Family members should be able to move in unless health and safety standards are breached.
- 14 days to reply is an inadequate period of time.

Key Quotes

"I simply do not understand how any tenant can have unilateral Subleasing rights. That goes against the entire grain of personal property rights, or any doctrine of fairness, whatsoever. Tenants should be required to gain approval from a landlord, before being able to Sublease to anyone."

Failure to Pay Rent Qualifications

- Landlord Perspective:
 - Amend this section to exclude owner-occupied units
- Tenant Perspective:
 - Is source of income discrimination already against the law?
 - All dwellings must accept Section 8.

Substantial Rehabilitation for Health and Safety

- Landlord Perspective:
 - Exempt rooms in single-family homes and owner-occupied properties.

Buy-Out Agreements

- Landlord Perspective
 - Would like for there to be caps on buyout agreement amounts (1-12 months of rent).
 - Limit of buyout to the amount of time left on the lease; not applicable to month-to-month leases.
- Tenant Perspective
 - Language seems written more on the side of housing providers than protecting renters.

Key Quotes

"I've heard of some horrific stories about people being extorted for certain amounts of money for someone to leave."

"I am in favor of a tenant having up to 90 days notice right if they really need it (60 days notice preferred), before they have to move out, but that should be it."

"The section should be amended to require that the tenant may rescind the buy-out agreement for up to 45 days after the agreement is fully signed. Without some time period where the buy-out agreement is maintained as an option for a tenant to sign while the tenant consults with an attorney, the right for the tenant to consult with an attorney is reduced to a mere statement on paper with no meaningful guarantee that the tenant can actually exercise that right."

General Comments

- Overall Ordinance:
 - Request to include more protections for landlords from abusive tenants in their homes.
 - Request for more landlord friendly language being included i.e., Housing-Providers instead of landlords.
 - *"Repeal ordinances, define Fairfax specific issues and start anew with a representative group of stakeholders. The Town Council has lost our trust."*
 - *"In general, I think there needs to be more collaborative discussion between landlords and tenants to suss out all of this."*
 - *"These ordinances are not based in equity, diversity, inclusion, economics, sustainability, and data. Both renters and housing providers need protections. Many on both sides are marginalized. The solution needs to be balanced for all parties. Ultimately, it needs to involve creating more subsidized housing from the government, through taxes."*
 - *"Overall, the main amendment would be to include more protections for landlords from abusive tenants in their homes."*
- Accessibility:
 - Consider accessibility needs of a broad audience, please include all text on slides, materials in translation.
 - *"To be inclusive, the content needs to be accessible to a broad audience. While some people may understand this complex legal content, diversity, equity, and*

inclusion, and accessibility needs to be prioritized for all members of our community. This Zoom format is not easy for many people to understand, including people who are learning English as a Second Language and people with disabilities.”

- *“I don't have enough information about most of these questions to comment. I think that's part of the problem. Landlords feel they haven't been heard and as a renter, it's hard for me to understand what it's like being a landlord. The ridiculous vitriol at the town meeting underscored the need for more work on these ordinances. I'm not sure how these questions may relate to issues I think need to be addressed by landlords and tenants, alike.”*
- Staffing:
 - Request to have Town staff and experts that can answer questions about ordinance content.
- Engagement:
 - Request for more engagement with landlords on these ordinances and with the general community.

Appendix

Appendix A | Pre-Workshop Survey Synthesis

1. Rental Units Covers

Almost all comments agreed to amend to explicitly exclude the following:

- Rooms in homes

Differences of opinion about:

- Exempt Junior Accessory Dwelling Units (“attached ADUs”)
- Exempt Accessory Dwelling Units (ADUs) / Garage Apartments
- Exempt Single Family Homes
- Exempt Owner-Occupied Duplexes
- Exempt Duplexes
- Exempt Triplexes
- Exempt less than 10 units
- Exempt less than 20 units

Also

- Repeal
- No just cause eviction ordinances

2. Owner Move-In

- Limit family members to immediate family of landlord
- Expand family members allowed to move in -- grandchild, sibling, caretaker
- Expand definition to include brother/sister
- Need to include other types of family members such as siblings and nieces and nephews as well as non-spouse partners, including step-children
- Owner occupied units should have the ability to move family members in (e.g.,aging parents)
- Family definitions for renters and landlords should be the same

- Limit time before it can return to rental market after owner/family member move in:
“...I think they need to show intent to stay long term...like not move in and then move out in a year and rent again. Maybe put a limit if time before it can go back as a rental.”

Also

- Keep as is
- Repeal
- No just cause eviction protections

3. Right to Return

- Concerns with right to return at prior rate plus any lawful adjustments. (General confusion around this item)
- Limit Right to Return to 5 years
- Limit Right to Return to 3 years from 5 years
- Limit Right to Return to 1 year from 5 years
- Clarify how landlords should contact tenants for Right to Return
- Include notification by email.
- Clarify timeline/timeframe for tenant to accept right to return
- Exempt “successor landlords”

Also

- Keep as is; “this is a fundamental measure to avoid discrimination and evasion of legal obligations.”
- Repeal
- No just cause eviction protections
- Safety concerns related to right to return (for landlords)

4. Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenant

- Review definition of elderly
- Define elderly as 65 and above
- Define elderly as 72 and above
- Define elderly as 75 and above.
- Define elderly as 79 and above.
- Add emergency clause if unit is needed by landlord for elderly, disabled or terminally ill family member or caregiver,
- Increase notice to 18 months
- Maintain 12 months notice to allow someone time to find housing.

- Reduce notice period to 6 months
- Reduce notice period to 3 months
- Keep terminally ill, and remove other groups
- Remove additional protections for these groups

Also

- Keep as is; “this is a fundamental measure to avoid discrimination and evasion of legal obligations.”
- Repeal
- No just cause eviction protections
- Concerns about dissuading people from renting to elderly individuals.

5. Additional School Year Eviction Protections for Educators and Students

- Further define “family relationship” in the law.
- Further define student/teacher? Are they full time or part time? Is adult ed included?
- All teachers and students need protection during the school year.
- Apply to classroom educators only.
- Apply to public classroom teachers only.
- Do not apply to students.
- No not apply to support/admin staff.
- Apply to low income tenants only.
- Apply to very low-income tenants only.
- Are these only educators who work in local Fairfax public and private schools? What defines a school? Are protected "Students" of any school, or just Fairfax public schools? Are they online students? Homeschooled students?
- The definition of Educator is very broad. Some on the list are less skilled, lower income positions that don't necessarily affect the delivery of education, yet could be more impacted by an eviction.
- Change duration: Should be to finish out the school year. Not an entire year.

Also

- Keep as is
- Repeal
- No just cause eviction protections

6. Ellis Act Withdrawal Protections

- Reduce “treble damages” based on sliding scale for lower income property owners.
- Successor property owners should not be liable.
- Limit right to return to three years.
- Limit right to return to two years.
- Limit right to return to one year.
- Limit right to return to 3-6 months.
- Exempt landlords that own four or less units.
- Exempt rooms in homes and JADUs/ADUs

Also

- Keep as is
- Repeal
- No just cause eviction protections

7. Relocation Payments

- Increases in relocation pay should not be tied to CPI, but should align with increases identified in the rent stabilization ordinance (60% of CPI)
- Only allow for relocation payments after 12 months.
- Only allow for relocation payments after 36 months.
- Reduce relocation payments by 25%.
- Reduce relocation payments by 75%.
- Relocation payments should be tied to 2-3 months current monthly rent.
- Relocation payments should not apply to single family homes.
- Relocation payments should not apply to JADU/ ADU.
- Relocation payments should not apply to single room occupation.
- Relocation payments should not apply for duplexes and triplexes.
- Relocations payments should not apply for owner-occupied.

Also

- Keep as is
- Explore alternative frameworks
- Require renter/landlord insurance
- Repeal
- No just cause eviction protections

8. Relocation Payments for Temporary Displacement

- Short term relocation payments should not exceed the effective rent amount
- Exclude pet fees
- Desire to have natural disaster circumstances explained.
- “This should only apply to issues the owner is liable for (not natural disasters)
- Questions regarding landlord/homeowner insurance impact on these payments.
- Keep as is; “Amounts in ordinances just barely cover the expenses of being relocated.”
- Explore alternative frameworks
- Require renter/landlord insurance
- Repeal
- No just cause eviction protections

Also

- Keep as is
- Require renter/landlord insurance
- Repeal
- No just cause eviction protections

9. Breach of Lease Qualifications

- Subleasing should be limited to replacing tenants, not allowing more and more to move in.
- Family members should be able to move in unless health and safety standards are breached.
- Tenant should be prevented from subleasing in order to make a profit by charging the sublease more than the tenant's cost of rent.
- Under no circumstances should a tenant be able to sublet out a unit as an AirBNB type temporary rental without full disclosure to, and approval of Landlord.
- 14 days to reply is an inadequate period of time.
- Landlord should have 30 days to review request for subleasing.
- Landlord should have 45 days to review quest for subleasing.
- The "Protection for families" clause is over reach.
- Sublease for only 6 months to tenant's immediate family only
- Limit ability of tenant to sublease to immediate family.
- No subleasing without written permission.

- Ensure that a tenant's spouse, children, parents, grandparents, grandchildren, or sibling be able to move in, regardless of the number of occupants, as long as health and safety standards are observed.
- Only allow one person per bedroom unless children.

Also

- Keep as is
- Clarify subleasing.
- Please state clearly what the existing law is.
- Repeal
- No just cause eviction protections

10. Failure to Pay Rent Qualifications

- Questions regarding whether or not source of income discrimination is already a law?
- All dwellings must accept Section 8.
- Amend this section to exclude house shares.
- Amend this section to limit it to buildings with 5+ number of units and above.
- Exempt owner-occupied four-plexes.
- Require written agreement from landlord to accept other sources of income.

Also

- Keep as is
- Repeal
- No just cause eviction protections

11. Substantial Rehabilitation for Health and Safety

- Why should anyone be exempted from Health and Safety violations that result in a renter moving?
- Stricter definition of substantive rehabilitation needed.
- Exempt rooms in a home.
- Exempt owner-occupied units with 2 units.
- Exempt buildings under 3 units.
- Exempt buildings under 4 units.
- Exempt buildings under 5 units.
- Exempt buildings under 6 units.

Also

- Keep as is
- Repeal
- No just cause eviction protections

12. Buy-Out Agreements

- Cap on buyouts?
- Limit of buyout to 12 months of rent.
- Limit of buyout to 6 months of rent.
- Limit of buyout to 6 months of rent for landlords that own less than 3 units.
- Limit of buyout to 3 months of rent.
- Limit of buyout to 2 months of rent.
- Limit of buyout to 1 month of rent.
- Limit of buyout to the amount of time left on the lease; not applicable to month-to-month leases.
- Buyouts are a private agreement between a tenant and a landlord. Do not get involved.
- Exempt landlords that owner occupied duplex.

Also

- Keep as is
- Repeal
- No just cause eviction protections

Appendix B | Demographics from Online Survey

From online survey that was sent out by Town of Fairfax Staff:

- 227 lived in Fairfax
- 98 were landlords
- 70 renters
- 184 owners

From the draft Housing Element, March 2023¹

- Total residents: 7,399 (US Census 2020)
- Housing Stock: 73% Single-family, 26.6% Multi-family, 0.4% mobile homes
- Owner occupied: 63.1%
- Renter occupied: 36.3%
- Only 43 units have been built in the last decade
- Home values increased by 43.6% between 2009-2020
- Rents increased by 13% between 2009-2019
- 16% of homes are cost-burdened
- 22.6% of homes are severely cost-burdened
- Renters (48.7%) are more likely to experience cost burden compared to homeowners (32.6%)

¹ This information was shared at the beginning of the session and came directly from census data and information from the State Office of Housing and Community Development.

Appendix C | May 6th Workshop Summary

Online Workshop hosted on Saturday, May 6th

Number of participants: 115

From poll taken during workshop hosted on 5/6/23²

- **48** lived in Fairfax
- **29** identified as landlords
- **15** identified as renters

The workshop was held virtually via Zoom on Saturday, May 6th from 10-1pm. The goal of the meeting was to share the context and legal background of the Just Cause Evictions Ordinance and gather input from participants on what, if any, amendments should be made to components of the ordinance. The agenda is below:

- Welcome and Introductions
- Community Agreements and Zoom protocol
- Context Setting
- Facilitated Discussion
- Wrap Up & Next Steps

Context: After a welcome and introductions the consultant team gave a short presentation highlighting characteristics of the Fairfax housing market, the ordinance development and outreach process, and relevant California state laws. Following the presentation, the consultant team asked participants to prioritize 5 of the 9 ordinance components, see list below, with the highest prioritized in bold :

- **Types of Units Covered**
- Breach of Lease
- **Owner Move-In**
- Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenants
- **Buy-Out Agreements**
- **Right of Return**
- Additional Eviction Protections for Educators, Educational Staff, Students and Families
- **Relocation Payments**
- Temporary Relocation Payments

An online comment card was available to all participants that covered all 9 of the ordinance components, and was shared frequently throughout the 3-hour session. The comment card

² Polls were taken during the first section of the call when 100 participants were present. After participant limits were remedied, 115 total participants joined through the session's end at 1pm. Not all attendants who joined afterward were able to fill out the poll.

was available online until Saturday, May 13th, and was also shared with 72 participants who signed up through Eventbrite through a 'Thank You' message that was sent two days after the workshop. 42 participants completed the comment card.

Appendix D | Online Comment Card Synthesis

Link to raw data [here](#).

42 respondents filled out the online comment card. Below is a high level synthesis of responses. The raw data has been made available as an appendix in this report.

1. What changes would you make to the Types of Units Covered?

- Rescind ordinance **14**
- Exempt single family units **8**
- Exempt ADUs **4**
- Exempt owner-occupied **2**
- Use CA Law AB 1482 **2**

Key Quotes

"This is an unfair burden on property owners who are not organizations and large property management companies."

"Repeal ordinances, define Fairfax specific issues and start anew with a representative group of stakeholders. The Town Council has lost our trust."

"In general, I think there needs to be more collaborative discussion between landlords and tenants to suss out all of this."

"[The ordinance] is inappropriately harsh for small scale property owners, especially for properties where the owner lives."

2. What changes would you make to the Breach of Lease?

- Rescind ordinance **9**
- No changes **6**
- Use CA Law AB 1482 **3**

Key Quotes

“Owner-occupied housing providers should be able to determine whether subletting is allowed and under what circumstances.”

“I would require mediation or arbitration prior to eviction, and to require the least burdensome alternative penalty be pursued before resorting to eviction.”

“Any breach of the lease agreement should be good cause for landlord to give notice to tenant to move out.”

“If the contract is breached and the tenant wants to sublet, they should only sublet to the same amount of people as in contract except if they are adding family members.”

“Criminal acts and threats against the owner should be just cause, as they were in the previous local ordinance.”

3. What changes would you make to the Owner Move-In?

- No changes **11**
- Rescind ordinance **9**
- Exempt owner-occupied **3**
- Use CA Law AB 1482 **2**

Key Quotes

“If the owner is not charging the person (or people) moving in to replace the tenant, the owner should have final say over who that person is. Families can be complex, these definitions are not sufficiently inclusive to account for potential scenarios.”

“Owner occupied homes should be able to move in relatives.”

“Tenant should be able to occupy the unit until 2 weeks prior to the applicable Move-In. To that point, 5.54.030(C)(6)(d) should be changed from 90 days to 14 days. 5.54.030(C)(6)(e) should remain the same 90 period as a safe-harbor.”

“I don't have enough information about most of these questions to comment. I think that's part of the problem. Landlords feel they haven't been heard and as a renter, it's hard for me to understand what it's like being a landlord. The ridiculous vitriol at the town meeting underscored the need for more work on these ordinances. I'm not sure how these questions may relate to issues I think need to be addressed by landlords and tenants, alike.”

“I need to sell my property, and between the required 120 day notice, relocation payments, and limited window to evict a tenant who has school age children, and I am being severely financially compromised.”

4. What changes would you make to the Buy-out Agreements?

- No changes 11
- Rescind ordinance 9
- Cap agreements at a reasonable amount 4

Key Quotes

“Buy-out agreements should be allowed as a negotiating tool between a housing provider and tenant when the Owner needs to take back the property.”

“If an owner wants to sell their home, they should give 60 days notice to vacate the residence.”

“I am in favor of a tenant having up to 90 days notice right if they really need it (60 days notice preferred), before they have to move out, but that should be it.”

“The section should be amended to require that the tenant may rescind the buy-out agreement for up to 45 days after the agreement is fully signed. Without some time period where the buy-out agreement is maintained as an option for a tenant to sign while the tenant consults with an attorney, the right for the tenant to consult with an attorney is reduced to a mere statement on paper with no meaningful guarantee that the tenant can actually exercise that right.”

5. What would you like to see on the topic of Subleasing?

- No subletting covered in ordinances 9
- Include limits on subleasing 7
- Rescind ordinance 6
- Use CA Law AB 1482 1

Key Quotes

“A limited carve-out solely for Lodgers/Roommates, only when the lease agreement requires that any subleasing be subject to the consent of the landlord.”

“I simply do not understand how any tenant can have unilateral Subleasing rights. That goes against the entire grain of personal property rights, or any doctrine of fairness, whatsoever. Tenants should be required to gain approval from a landlord, before being able to Sublease to anyone.”

“Folks subletting a room in a house, duplex, apt should be exempt.”

“Please limit subleasing to replacing tenants who move out on a one-for-one basis, rather than allowing additional tenants to move in beyond the number agreed to in the lease. The exception to this rule would be for family members of the tenant, i.e., their spouse/domestic partner, parents, children, grandparents, grandchildren, or siblings.”

6. What changes would you make to the Additional Eviction Protections for Elderly, Disabled, or Terminally Ill Tenants?

- No changes **14**
- Rescind ordinance **7**
- Use CA Law AB 1482 **1**

Key Quotes

“I would increase the amount of notice, up to as much time as is remaining on the lease (or otherwise included in the notice period for lease renewals).”

“Make an exception when the rental is in a single-family home and the property owner is elderly, disabled, or terminally ill.”

“Increasing the potential liability for landlords who willfully violate these protections.”

“Of course, our most vulnerable need protections.”

“As long as rent is paid.”

“These additional protections make it very difficult for small Mom and Pop landlords who may need to move back into or sell their properties. Many times an Owner may need to move back into or sell their properties due to financial hardships, and the additional protections given to elderly, disabled, or terminally ill tenants may break an Owner financially.”

“Because tenants can move in with any members of their family, and their domestic partners, at will, any tenant comes with the risk of having such people as tenants. For a homeowner who needs to sell their home, a year's notice is absurd.”

“They get a 90 days eviction notice.”

7. What changes would you make to the Additional Eviction Protections for Educators, Educational Staff, Students and Families?

- No changes **15**
- Rescind ordinance **7**
- Use CA Law AB 1482 **1**

Key Quotes

“Explore ways to encourage landlords to rent to these groups with incentives instead of rules and fees.”

“Without clear limits this could be disastrous to the homeowner. There must be a compromise! I don't have enough information about this to comment.”

“They should not get special privileges. Same as everyone else. 60 days notice.”

8. What changes would you make to the Relocation Payments?

- No changes **12**
- No relocation payments **9**
- Rescind ordinance **8**
- Reasonable relocation payments **4**
- Use CA Law AB 1482 **2**

Key Quotes

“I would not allow relocation payments where notice is more than 60 days. For any relocation notice period less than that, I would cap the payments to the prorated amount of rent between those two periods (e.g., 14 days notice requires 46 days of prorated rent payment to the tenant as the upper limit).”

“They should be increased from two months' rent to three months' rent (one month of which may be the return in full of the security deposit).”

“If you want me to be responsible for covering a tenant's relocation expense, you can start covering my property taxes!”

“There should absolutely be relocation payments for tenants who are evicted through no fault of their own. It's only fair.”

“I don't really think relocation payments are reasonable, but I would be in favor of giving the last month's rent free so that the tenant could have a cushion while searching for housing. That's in the case of a no-fault eviction. It's nearly impossible to find and afford new housing in Fairfax!”

9. What changes would you make to the Temporary Relocation Payments?

- No changes **13**
- No temporary relocation payments **9**
- Use CA Law AB 1482 **2**

Key Quotes

“I would cap temporary relocation benefits to that prorated amount paid by the tenant, or an equal decrease/credit toward rent upon return of the tenant.”

“Like AAA renter insurance, there should be a stated dollar amount up to a limit. Otherwise, without clear limits, landlords who are not wealthy could themselves become bankrupt.”

“Increasing the potential liability for landlords who do not make timely relocation payments.”