



## Tenant Attachment B

### **Excess Rent Based on Overpayment Due to the Conditions of the Rental Unit; Reduction in Rent Due to Decrease in Space/Services; Substantial Deterioration; Failure to Provide Adequate Services; Failure to Comply with Codes, the Warranty of Habitability or the Rental Agreement**

#### **Reduction in Rent and/or Overpayment of Rent Due to the Conditions of the Rental Unit.**

Excess Rent may result from a reduction of the Maximum Allowable Rent if the substandard conditions of the rental unit were communicated to the Landlord and no (or inadequate) repairs were made. The Excess Rent may be for the period that the conditions were not repaired by or on behalf of the Landlord.

#### **Has your Landlord denied you services in one of the following ways?**

##### **Taken Away Some of Your Living Space or the Benefits of Your Rental Agreement (Housing Services).**

The Rent shall be reduced where a Landlord takes away housing services or living space that you had when you first moved in to the rental unit. The amount of the rent decrease will depend on the amount of space or housing services taken away and on how long ago it was taken. The Hearing Examiner may take into consideration past decreases as well as the replacement cost of the space or service in question. The decrease in rent will not be required if the reason for the taking of space or housing services is the result of an intentional act by the Tenant.

##### **Provided Inadequate Housing Services or Ignored that the Rental Unit Needs Substantial Repair.**

The Rent shall be reduced where a Landlord needs to perform substantial repairs in a Rental Unit and/or the benefits of the lease agreement (Housing Services) have been denied. Substantial deterioration means a noticeable decline in the physical quality of the Rental Unit resulting from a failure to perform reasonable or timely maintenance. The Landlord has failed to make reasonable repairs, which is noticeable, and the housing services no longer allow the tenants to live in a clean, safe and sanitary rental unit. The amount of the rent decrease shall be based on a determination of the inability of the tenants to enjoy the rental unit due to its poor condition.

#### **Code Violations and Poor Living Conditions**

(A) Where the condition of the Rental Unit threatens the health or safety of the people living there, the rent may be reduced in an amount that reflects the reduced value of the Rental Unit due to the unsafe or unhealthy conditions.

(B) The defective conditions of the Rental Unit rise to the level of a violation of the guarantee of a clean, safe and sanitary place to live. The Rent shall be decreased by no less than 10% for certain defects and no less than 20% for more significant defects until the problems with the Rental Unit are corrected.

(C) The rent decrease that is approved will be doubled if the Landlord fails to correct the issues at the Rental Unit and if proof of repair is not submitted to the Rent Program within thirty-five (35) calendar days of mailing of the Hearing Examiner's decision unless the Landlord establishes that the violation cannot be corrected within that time due to circumstances beyond the Landlord's control.

(D) No rent shall be charged for a period in which the Landlord is found to be in violation of California Civil Code Section 1942.4 for pursuing an eviction when there are code violations that have not been repaired.

(E) If the Rental Unit needs repairs for conditions that affect health and safety, the Landlord has broken their obligations to the Tenant(s). Temporary relocation may be appropriate. If the needed repairs are less serious and do not interfere with the normal living needs of the Tenants, the Landlord has not necessarily broken their obligations.

Check each that apply:  Tenant is requesting Excess Rent due to the conditions of the Rental Unit to date.

Tenant is requesting a Reduction in Rent due to conditions of the Rental Unit until repaired.

440 Civic Center Plaza Suite 200, Richmond, CA 94804-1630

Telephone: 510-234-RENT (7368) Fax: (510) 307-8149 Email: [rent@ci.richmond.ca.us](mailto:rent@ci.richmond.ca.us) [www.richmondrent.org](http://www.richmondrent.org)

**Grounds for Filing Petition**  
(Check each that applies)

- Landlord [or Master Tenant] Has Taken Away Some of Your Living Space or the Benefits of Your Rental Agreement
- Landlord [or Master Tenant] Has Provided Inadequate Housing Services
- Landlord [or Master Tenant] Has Ignored that the Rental Unit Needs Substantial Repair
- Landlord Has Code Violations and Poor Living Conditions

**Unit Information**

Date you first rented this Rental Unit: \_\_\_\_\_

Monthly rent at that time you first paid rent: \_\_\_\_\_

List all the rooms in the unit and any other spaces (e.g., patio, garage) that are part of the rental:

\_\_\_\_\_

**Rental Housing Inspection**

Have you previously requested a Housing Inspection?:  Yes  No

If so, please list the date of the Housing Inspection (mm/dd/yy): \_\_\_\_\_

Please describe the outcome of the Housing Inspection, if known (What did the Landlord do?): \_\_\_\_\_

\_\_\_\_\_

If you have not requested a Housing Inspection and would like to request one, please contact the Residential Rental Inspection Program.

**Contact Information:**

Residential Rental Inspection Program  
450 Civic Center Plaza, 2nd Floor Richmond, CA 94804  
(510) 690-8260 Or via email at [cityofrichmond@outsourcetitnc.com](mailto:cityofrichmond@outsourcetitnc.com)

**Condition of the Rental Unit**

	List Each Condition (eg. defective plumbing)	Date Condition Started	Date Landlord Notified	Date Repairs Completed
1.		/ /	/ /	/ /
2.		/ /	/ /	/ /
3.		/ /	/ /	/ /
4.		/ /	/ /	/ /
5.		/ /	/ /	/ /
6.		/ /	/ /	/ /

Describe each problem and the resulting hardship; state the date the problem began or the date you first became aware of it, the date you first notified the landlord or manager of the problem, and the date it was corrected, if applicable. Copy this table and attach additional sheets, if necessary. Attach copies of notices to the landlord, inspection reports or other evidence to support your claim.

<b>Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.</b>	Date Problem Began	/	/
	Date you notified the Landlord	/	/
	Date Repairs Completed	/	/

**Problem:**

**How you were affected:**

<b>Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.</b>	Date Problem Began	/	/
	Date you notified the Landlord	/	/
	Date Repairs Completed	/	/

**Problem:**

**How you were affected:**

Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.	Date Problem Began	/	/
	Date you notified the Landlord	/	/
	Date Repairs Completed	/	/

**Problem:**

**How you were affected:**

Describe Problem in Detail (e.g. the heater does not work, heat is inadequate, etc.). For each problem, describe how it impaired your use of and benefit from the unit.	Date Problem Began	/	/
	Date you notified the Landlord	/	/
	Date Repairs Completed	/	/

**Problem:**

**How you were affected:**

**Declaration:**

**I (we) declare under penalty of perjury under the laws of the State of California that the foregoing and all attached pages, including attached documentation, are true and correct and to the best of my knowledge.**

Print Name:

Signature:

Date

---

Print Name:

Signature:

Date

---

**Please attach copies, as available, of your lease or rental agreement, notices of rent increases, cancelled checks, rent receipts, building inspection reports, or other evidence to support your claim for overcharges. If these documents are unavailable, please explain:**
