

**Oxnard Housing Authority
Housing Choice Voucher Program**

1470 Colonia Road
Oxnard, CA 93030
(805) 385-8097
Fax (805) 385-7961



Rent Increases

Contract rent increases are approved once in a 12-month period. Before a request can be honored, a rent reasonable study must be conducted to determine that the rent requested is fair and reasonable. In addition, we must have a current passed Housing Quality Standard (HQS) inspection on file.

To request consideration for a rent increase, please follow these steps:

Sixty (60) days **prior** to the effective date, submit to the Section 8 office: 1). A copy of the notice of rent increase served to the program participant and 2). A completed Rent Increase-Amenities form (attached)

For your convenience, you may submit your request by one of the following methods:

E-mail: section8@oxnard.org

Fax: (805) 385-7961 Attention: Rent Increases

Mail: Oxnard Housing Authority, 1470 Colonia Road, Oxnard, CA 93030

The Oxnard Housing Authority will determine whether the requested increase is reasonable within 3-4 weeks of receiving the request. Landlords will be notified of the determination in writing.

PLEASE NOTE: Incomplete rent increase requests will not be processed.

For any questions please call our Section 8 office at (805)385-8097

Oxnard Housing Authority
Section 8 Rental Assistance Program

1470 Colonia Road, Oxnard, California 93030



Rent Increase-Amenities Form

Instructions: Complete the following information. Attach copy of your original rent increase request. Rent increase must be received 60 days prior to effective date. The tenant must receive a copy of the rent increase request. These factors will be considered in determining if the requested rent is reasonable.

Family Name: _____

Contract Number: _____

LANDLORD CONTACT INFORMATION

PROPERTY LOCATION

| | |
|---|----------------------------|
| *First Name: _____ | *Address: _____ |
| *Last Name: _____ | *Unit Number: _____ |
| Company: _____ | *City: _____ *State: _____ |
| *Email: _____ | *Zip Code: _____ |
| *Primary Telephone Number: (____) _____ | County: _____ |

PROPERTY INFORMATION

| | | | | | |
|---|-------------------------------------|-----------------------------------|------------------------------------|---------------------------|--|
| *Current Rent Amount: \$ _____ | *Requested Rent Amount: \$ _____ | *Bedrooms: _____ *Baths: _____ | *Effective Date: ____/____/____ | *Square Footage: _____ | Pets Allowed: <input type="checkbox"/> Yes <input type="checkbox"/> No Lot Size: _____ |
| *Property Type: (check one) <input type="checkbox"/> House <input type="checkbox"/> Townhouse/Villa <input type="checkbox"/> Apartment <input type="checkbox"/> Condo <input type="checkbox"/> Mobile Home <input type="checkbox"/> Duplex | | | | | |

AMENITIES AND ACCESSIBILITY

| | | | | | |
|--|---|---|--|---|--|
| Indoor: <input type="checkbox"/> Ceiling Fans <input type="checkbox"/> Furnished <input type="checkbox"/> Fireplace <input type="checkbox"/> Cable Included <input type="checkbox"/> Security System | Laundry Type: <input type="checkbox"/> W/D Hook-ups <input type="checkbox"/> Washer (Provided) <input type="checkbox"/> Dryer (Provided) <input type="checkbox"/> Onsite Laundry | Heat Type: <input type="checkbox"/> Baseboard <input type="checkbox"/> Space <input type="checkbox"/> Boiler <input type="checkbox"/> Central <input type="checkbox"/> Heat Pump <input type="checkbox"/> None <input type="checkbox"/> Radiator <input type="checkbox"/> Window/Wall | Kitchen: <input type="checkbox"/> Dishwasher <input type="checkbox"/> Stove <input type="checkbox"/> Garbage Disposal <input type="checkbox"/> Refrigerator <input type="checkbox"/> Microwave | Outdoor: <input type="checkbox"/> Swimming Pool <input type="checkbox"/> Gated Community <input type="checkbox"/> Lawn Care Included <input type="checkbox"/> Trash Removal Included <input type="checkbox"/> Fenced Yard | |
| Parking: <input type="checkbox"/> 1 Car Carport <input type="checkbox"/> Unassigned <input type="checkbox"/> 1 Car Garage <input type="checkbox"/> Assigned <input type="checkbox"/> 2 Car Garage <input type="checkbox"/> Driveway <input type="checkbox"/> 3 Car Garage <input type="checkbox"/> Street <input type="checkbox"/> _____ <input type="checkbox"/> None | Exterior: <input type="checkbox"/> Balcony <input type="checkbox"/> Deck <input type="checkbox"/> Patio <input type="checkbox"/> Porch <input type="checkbox"/> Yard | Other: <input type="checkbox"/> Age Restricted (Senior Complex) <input type="checkbox"/> Pest Control Included | Utilities: (Electric Paid By) <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Heating Fuel: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane | Heating Fuel Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Owner |
| Water Type: <input type="checkbox"/> Well Water <input type="checkbox"/> City Water | Water Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Hot Water Fuel Type: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane | Hot Water Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Cooking Fuel Type: <input type="checkbox"/> Gas <input type="checkbox"/> Electric <input type="checkbox"/> Propane | Cooking Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner |
| Sewer Type: <input type="checkbox"/> Septic Tank <input type="checkbox"/> Public Sewer | Sewer Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | Cooling Type: <input type="checkbox"/> Central <input type="checkbox"/> None <input type="checkbox"/> Window/Wall | Cooling Paid By: <input type="checkbox"/> Tenant <input type="checkbox"/> Owner | ♿ Accessibility: <input type="checkbox"/> Yes <input type="checkbox"/> No Description: _____ _____ | |

Section 35 (A) of the United States Criminal Code makes it a criminal offense, punishable by a maximum of ten (10) years imprisonment, \$10,000 fine or both to make a false statement or representation to any department or agency of the United States as to any matter within their jurisdiction. The information given above was requested by the Housing Authority of the City of Oxnard in its capacity as a city, state and federal agency.

I declare under penalty of perjury that the foregoing is true and correct.

Owner/Agent Signature: _____

Date: _____



Dear Owner,

As the owner of one or more residential rental units subject to a Housing Choice Voucher Program (Section 8) contract, you are probably aware of your and your tenants' rights and responsibilities under that contract. You might not be aware that your and your tenants' rights and responsibilities are also affected by local law. I am writing to you to explain how local law may affect your Section 8 tenancies.

Section 8 tenancies in buildings issued a certificate of occupancy before February 1, 1995 are subject to the City of Oxnard Rent Stabilization Ordinance.

With limited exceptions, all residential rental units in the City of Oxnard, other than units first issued a certificate of occupancy on or after February 1, 1995, are subject to the City's rent stabilization ordinance. That ordinance limits rent increases for ongoing tenancies to one increase of no more than 4% annually. Therefore, if any of your Section 8 tenancies are in properties subject to the ordinance, you may increase their rents no more than once in any 12-month period, and never by more than 4%.

One of the exceptions to coverage by the rent stabilization ordinance is for "Housing...subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income..." (City Code Section 27-24(B)(1)) An initial reading of that exception might seem to suggest that this exemption from the rent stabilization ordinance applies to Section 8 tenancies.

But City Code Section 27-24(B) states that the exception is made "Pursuant to the Tenant Protection Act of 2019," and in fact, it follows the language of that statute verbatim. By letter dated June 29, 2023, the Attorney General has informed us that the exception applies only to project-based subsidized developments and to units designated as "affordable housing." I have enclosed a copy of the Attorney General's communication with this letter. As the Attorney General's communication makes clear, the Tenant Protection Act's exemption, incorporated into local law, does not apply to individual Section 8 tenancies, as those tenancies are not in units designated as affordable, but are merely subsidies for tenancies in units otherwise available at market-level rents.

Because the Attorney General's clarification on this point is recent, the City does not intend to take enforcement action against any owner who, before September 1, 2023 of this year, increased the rent for a Section 8 tenancy in excess of 4% under the mistaken belief that the unit was exempt from the rent stabilization ordinance. Any owner who, after September 1, 2023 attempts to increase the rent for a Section 8 tenancy in violation of local law will be subject to an enforcement action.

Under the City of Oxnard Just Cause for Eviction ordinance, a Section 8 tenancy may not be terminated without just cause.

Section 8 tenancies have been subject to the City's just cause ordinance since its enactment last year. Under that ordinance, tenancies, including Section 8 tenancies, may be terminated only because the tenant has committed a material lease violation or for one of a limited number of no-fault reasons. This limitation applies regardless of when the property comprising the Section 8 unit was built or issued its first certificate of occupancy.

The complete list of reasons for which a tenancy may lawfully be terminated may be found in Oxnard City Code Sections 27-3 and 27-4.

Finally, please note that you may not terminate a Section 8 contract without having just cause to terminate a Section 8 tenancy under local law.

Electronic copies of the Rent stabilization and Just Cause Ordinances are posted on the City of Oxnard's website at <https://www.oxnard.org/city-department/housing/rso/>. And, as always, Housing Department staff are here to answer your questions in person at our office, by email at rent.stabilization@oxnard.org, or by telephone at (805) 385-7899.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Emilio Ramirez', is positioned above the typed name.

Emilio Ramirez
City of Oxnard Housing Director



State of California
Office of the Attorney General

ROB BONTA
ATTORNEY GENERAL

June 29, 2023

Housing Authority of the City of Oxnard
435 South D Street
Oxnard, CA 93030

Re: Application of California's Tenant Protection Act to Recipients of Section 8 Housing Choice Vouchers

Dear Colleague:

Californians are facing a housing crisis of epic proportion, made worse by the lingering impacts of the COVID-19 pandemic and ongoing economic challenges. Renters, in particular, are navigating housing shortages and skyrocketing costs, which too often make it hard to keep a roof over their heads. Against this backdrop, local housing authorities provide critical support to some of the most vulnerable Californians through administration of the Section 8 Housing Choice Voucher program. I greatly appreciate the work your agencies do to keep Californians housed, and I am writing to ask for your help in ensuring that all tenants – including Section 8 Housing Choice Voucher recipients – receive the benefits of California's tenant protection laws.

In the last several years, as urgency over our state's housing crisis has grown, the California legislature passed a series of new laws aimed at increasing protections for California renters. One such law is the Tenant Protection Act of 2019 (AB 1482). In addition to imposing new limits on evictions for most tenants who have been living in their units for at least a year, the Tenant Protection Act caps rent increases for most tenants in California. Under the law, landlords cannot raise rent annually more than 5% plus inflation according to the regional Consumer Price Index, or 10%, whichever is lower. (Civ. Code, § 1947.12.)

I write to confirm that the Tenant Protection Act applies to recipients of Section 8 Housing Choice Vouchers, and similar vouchers, and to request your assistance in ensuring that landlords participating in the Section 8 program do not impose unlawful rent increases on their tenants. Given that your agencies must approve any rent increases for tenants with Section 8 vouchers, local housing authorities play an important role in protecting those tenants who, as their participation in the Section 8 program signals, can least afford to pay unlawful rent increases. Indeed, HUD regulations and case law make clear that a housing

authority's rent reasonableness determinations should be consistent with state and local rent control laws. (24 C.F.R. § 982.509; see also *Barrientos v. 1801-1825 Morton LLC* (9th Cir. 2009) 583 F.3d 1197, 1209 [holding that "HUD regulation expressly subjects section 8 rent reasonableness determinations to local rent control"].) Unfortunately, my office has learned that some local housing authorities have approved rent increases that violate the Tenant Protection Act, leading landlords to believe, wrongly, that they are in compliance with state law. I ask that you carefully scrutinize future rent increase requests to ensure that they comply with the Tenant Protection Act and any other applicable state or local laws.

Contrary to arguments advanced by some landlords, the narrow exception in the Tenant Protection Act for housing that is restricted as affordable housing by deed, government agency agreement, or other recorded document, or that is subject to an agreement that provides housing subsidies for affordable housing, does not also exempt Section 8 Housing Choice Voucher recipients. (Civ. Code, § 1946.2, subd. (e)(9).) As you know, Section 8 Housing Choice Vouchers help tenants pay for market-rate housing that landlords offer to the general public at market-rate rents. These market-rate units do not constitute "affordable housing" as that term is used in the Tenant Protection Act. Section 8 Housing Choice Vouchers also apply to specific tenancies, not to the housing itself. Market-rate tenancies assisted by Section 8 Housing Choice Vouchers, and other similar voucher programs, are therefore not exempt from the Act's protections.

This is clear from the Tenant Protection Act's language, and also from the fact that carving out Section 8 Housing Choice Voucher recipients from the Act's protections would lead to counterintuitive and unfair results. Consider a large apartment building where two long-term residents – one a Section 8 voucher holder and one not – both receive notices that their rent is increasing from \$1,000 to \$1,500. Clearly, this \$500 increase would be unlawful as applied to the non-Section 8 tenant, since it far exceeds the Tenant Protection Act's absolute cap of 10%. At most, this tenant could be forced to pay a \$100 (or 10%) monthly rent increase. Absent the Tenant Protection Act's rent cap protections, however, a housing authority evaluating the Section 8 tenant's increase might deem the new rent "reasonable" if newer tenants were paying at or near \$1,500. And if the housing authority was already paying the maximum subsidy based on the payment standard, the Section 8 tenant could potentially be forced to bear the entire \$500 increase. This result – a tenant with no voucher paying an additional \$100 per month while their Section 8 neighbor absorbs a \$500 monthly increase - is incongruous and plainly wrong. By declining to certify rent increases of this magnitude, housing authorities will give proper effect to the Tenant Protection Act, and will ensure that vulnerable Section 8 tenants receive protections equivalent to those enjoyed by their otherwise similarly situated neighbors.

Some local housing authorities have already issued public guidance clarifying that the Tenant Protection Act applies to Section 8 voucher recipients. (See, e.g., [Housing Authority of the City of Los Angeles, Section 8 Landlord Newsletter \(March 2020\)](#) ("The Housing Authority has determined that the Tenant Protection Act of 2019 does apply to units that receive tenant based rental assistance.")) In addition to monitoring future rent increases, I encourage all local housing authorities to take similar steps to make clear to landlords that participating in the

Housing Authority of the City of Oxnard

June 29, 2023

Page 3

Section 8 program does not give them a free pass to ignore state laws, including but not limited to the Tenant Protection Act, or local tenant protections.

Again, I commend your agencies for your daily efforts to ensure that Californians have access to safe and secure housing. Please do not hesitate to contact my office to discuss this letter or any other matter impacting California renters.

Sincerely,



ROB BONTA
Attorney General