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44 B. Available for Sale: The earliest implementation of any of the following actions: negotiating to enter  
45 into a purchase agreement that includes an affordable housing building, including like-kind property  
46 swaps such as a 1031 exchange, advertising the sale of an affordable housing building, entering into a  
47 listing agreement to sell an affordable housing building, or posting a sign that an affordable housing  
48 building is for sale.

49 C. Cause: The tenant or a member of the tenant's household materially violated a term of the lease or  
50 rental agreement, or violated an applicable federal, state, or local law or regulation.

51 D. Housing Building: A building with five or more rental units.

52 E. Housing Unit: A rental unit within a housing building.

53 F. Material Change: A change in the terms of a lease that significantly limits or restricts the tenants' use  
54 and enjoyment of a housing unit or the housing building.

55 G. Tenant Notification Period: The period that commences on the date when a written notice of the transfer  
56 of ownership of a housing building is sent to each housing unit tenant pursuant to Section 910.04 and ends  
57 on the last day of the third full calendar month following the date on which the notice was sent. In no  
58 case shall the tenant notification period be less than 90 days.

59 H. Transfer of Ownership: Any conveyance of title to an affordable housing building, whether legal or  
60 equitable, voluntary or involuntary, resulting in a transfer of control of the building, effective as of the  
61 earlier of the date of delivery of the instrument of conveyance or the date the new owner takes possession.

62 **910.03: Notice to the City of Proposed Sale**

63 A. Notice to the City: Any owner or representative of the owner who intends to make available for sale  
64 any affordable housing building shall notify the Community Development Director and Fire Chief of the  
65 proposed sale by providing the notice required in this Section. The notice shall be on a form prescribed  
66 by the City stating the owner's intent to make available for sale the affordable housing building and which  
67 may include, at the City's sole discretion, some or all of the following information:

- 68       1. Owner's name, phone number, and mailing address;  
69       2. Address of the affordable housing building that will be made available for sale;  
70       3. Total number of dwelling units in the building; and  
71       4. Number and type (e.g., efficiency, one bedroom, two bedrooms, etc.) of each of the affordable  
72       housing dwelling units in the building and the contract rent for every dwelling unit in the  
73       building.

74 B. Manner and Timing of Notice: The notice shall be mailed or hand delivered to the Community  
75 Development Director no later than 90 days prior to the affordable housing building being made available

76 for sale. The notice shall also be delivered directly to all affected tenants and include the following  
77 language requirement: “This is important information about your housing. If you do not understand it,  
78 have someone translate it for you now, or request a translation from your landlord.” This advisory must  
79 be stated in the notice in the following languages: English, Spanish, Somali, Karen, and Hmong. This  
80 notice shall be delivered to all affected tenants no later than 90 days prior to the affordable housing  
81 building being made available for sale. Upon request by the tenant, the owner must provide a written  
82 translation of the notice into the tenant’s preferred language if the language is listed above.  
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84 C. Exclusions: This notice of potential sale requirement shall not apply to the sale or transfer of title of an  
85 affordable housing building already subject to federal, state, or local rent or income restrictions that  
86 continue to remain in effect after the sale or transfer; or with respect to the sale or transfer of a residential  
87 rental building in which the buyer contracts with the City to maintain the property in compliance with the  
88 definition of an “affordable housing building” as defined in this Chapter, for a period of no less than 10  
89 years. This exclusion does not apply if local rent or income restrictions will increase yet remain in  
90 compliance with the definition of an “affordable housing building” as defined in this Chapter.

#### 91 **910.04: Post Sale Notice**

92 A. Notice to Tenants: Whenever title to property containing a housing building is conveyed or otherwise  
93 transferred, as a condition of receipt of a rental license, the new owner must within 30 days after the real  
94 estate closing, deliver written notice to each housing unit tenant that the housing building is under new  
95 ownership. The notice must include, at a minimum, the following information:

- 96 1. The name, mailing address, and telephone number of the new owner.
- 97 2. The following statement: “Roseville City Code provides for a three month tenant notification  
98 period to housing unit tenants when new ownership takes control of a property. A tenant may  
99 be entitled to relocation assistance from the new owner if, during the three month tenant  
100 notification period, the new owner:
  - 101 a. Terminates or does not renew the tenant’s rental agreement without cause;
  - 102 b. Raises the rent and the tenant terminates his or her rental agreement due to the rent increase;
  - 103 c. Requires existing tenants to be re-screened or comply with new screening criteria, and the  
104 owner or tenant terminates the tenant’s lease based on that re-screening or failure to meet  
105 those new screening criteria;
  - 106 d. Imposes a material change in the terms of the lease, and the owner or tenant terminates or  
107 does not renew the tenant’s lease because of those material changes; or
  - 108 e. Engages in construction activity at the property that would trigger federal, state, or local  
109 law regarding lead paint or asbestos safety.”
- 110 3. Whether there will be any rent increase within the three month tenant notification period and,  
111 if so, the amount of the rent increase and the date the rent increase will take effect.

- 112 4. Whether the new owner will require existing housing unit tenants to be re-screened or comply  
113 with new screening criteria during the three month tenant notification period and, if so, a copy  
114 of the applicable screening criteria.
- 115 5. Whether the new owner will, without the tenant’s consent, impose a material change in the  
116 terms of the lease during the three month tenant notification period and, if so, the language of  
117 the material change and explanation of its effect.
- 118 6. Whether the new owner will terminate or not renew rental agreements without cause during  
119 the three month tenant notification period and, if so, notice to the affected housing unit tenants  
120 whose rental agreements will terminate and the date the rental agreements will terminate.
- 121 7. Whether the new owner intends to increase rent, require existing tenants to be rescreened to  
122 determine compliance with existing or modified residency screening criteria, terminate or not  
123 renew housing unit rental agreements, or impose a material change in the terms of the lease  
124 without cause within 30 days immediately following the tenant notification period.
- 125 8. Whether the new owner intends to engage in construction activity at the property that would  
126 trigger federal, state, or local law regarding lead paint or asbestos safety.
- 127 9. The date that the tenant notification period will expire.

128 B. Language requirement: Each notice required by this Section shall contain an advisory that reads as  
129 follows: “This is important information about your housing. If you do not understand it, have someone  
130 translate it for you now, or request a translation from your landlord.” This advisory must be stated in the  
131 notice in the following languages: English, Spanish, Somali, Karen, and Hmong. Upon written request by  
132 a tenant that identifies the tenant’s native language, the owner must provide a written translation of the  
133 notice in that language.

134 C. Notice to the City: The new owner must deliver a copy of the notice required by this Section to the City  
135 of Roseville Community Development Department and City of Roseville Fire Department at the same  
136 time that the notice is delivered to tenants.

137 D. Required tenant notification period: The new owner of a housing building must not terminate or not  
138 renew a tenant’s rental agreement without cause, raise rent, re-screen existing tenants, or impose a material  
139 change to the terms of the lease during the tenant notification period without providing the notices required  
140 by this Section.

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142 **910.05: Relocation Assistance**

143 A. When Required: A new owner of a housing building must pay relocation assistance to housing unit  
144 tenants if, during the three month tenant notification period, the new owner:

- 145 1. Terminates or does not renew the tenant’s rental agreement without cause;
- 146 2. Raises the rent and the tenant terminates his or her rental agreement due to the rent increase;

147 3. Requires existing tenants to be re-screened or comply with new screening criteria and the  
148 owner or tenant terminates the tenant’s lease; or

149 4. Imposes a material change in the terms of the lease and the owner or tenant terminates or does  
150 not renew the tenant’s lease.

151 B. Amount: Relocation assistance shall be in an amount equal to three months of the monthly rent pursuant  
152 to the current lease.

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154 C. When Paid: The new owner shall, when required, pay relocation assistance to the tenant of a housing  
155 unit within 30 days after receiving tenant’s written notice of termination of the lease or within 30 days  
156 after the owner notifies the tenant that the lease will be terminated or not renewed.

157 **910.06: Tenant Complaints**

158 A tenant of a housing unit who believes the new owner has not provided the tenant the notifications  
159 required under this Chapter may submit a notice of violation to the City. The purpose of the notice is to  
160 inform the City of an alleged violation of this Chapter to assist the City in determining whether to impose  
161 an administrative penalty provided for in this Section. The City is not required to take any particular action  
162 in response to a notice of violation, and any enforcement action it does take shall be on behalf of the City,  
163 not the tenant. Filing a notice of violation does not prohibit the tenant from pursuing any remedy available  
164 to the tenant under law.

165 **910.07: Penalty**

166 A. Violations: A violation of this Chapter is an administrative offense that may be subject to an  
167 administrative citation and civil penalties as provided in Title 1 of the City Code. Notwithstanding any  
168 provision of Title 1 of the City Code, the penalty for a violation of Sections 910.04 or 910.05 shall be the  
169 sum of the applicable amount of relocation assistance plus \$500.

170 B. Number of Offenses: A violation of this Chapter shall constitute a separate offense for each dwelling  
171 unit affected.

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173 C. Transfer of Funds: Within 30 days after a person pays the penalty in Section 910.07.A to the City, the  
174 City shall pay to the displaced tenant of the housing unit in which the violation occurred an amount equal  
175 to the relocation assistance amount specified in Section 910.05.B.

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177 D. Additional Redress: In addition, any tenant aggrieved by a landlord’s noncompliance with this Chapter  
178 may seek redress in any court of competent jurisdiction to the extent permitted by law.

179 **Section Two. Effective Date.** This ordinance amendment to the City Code shall take effect upon passage  
180 and publication of the ordinance.

181  
182 Passed this \_\_\_ day of \_\_\_\_\_ 2022.