

ADU TENANCY REQUIREMENT ACKNOWLEDGEMENT

Community Development
 701 Laurel St., Menlo Park, CA 94025
 tel 650-330-6702
 planning@menlopark.org



Purpose			
This form shall be signed and submitted prior to issuance of a building permit for a junior accessory dwelling unit. Photocopies or facsimiles are not acceptable			
Property owner information			
Legal name:	Permit application #:		
Phone #:	Email:		
Property address:	City:	State:	Zip:
Mailing address: (if different)	City:	State:	Zip:
Owner's acknowledgement			
<p>Per Section 16.79.100(a) of the City of Menlo Park's Zoning Ordinance, either the main dwelling unit or the junior accessory dwelling unit shall be occupied by the property owner when both units are occupied as dwellings.</p> <p>If a property owner does not occupy either the main or junior accessory dwelling unit, the property owner may apply for a non-tenancy status for a term of one (1) year through a registration process established by the community development director. Certain criteria must be met to be eligible for the registration process and in order for the non-tenancy status to be renewed annually, for a period of up to four years in total, subject to the review and approval of the community development director. Please see the attached excerpt of the Accessory Dwelling Unit Ordinance (Chapter 16.79) for more details.</p> <p>I (We) have read this acknowledgement and the regulations pertaining to accessory dwelling units, and hereby understand and agree to abide by the regulations established in Chapter 16.79 (Accessory Dwelling Units) of the Zoning Ordinance. The tenancy requirement remains effective so long as the tenancy requirement is codified and the accessory dwelling unit exists on the property, regardless of property ownership.</p> <p>I (We) hereby certify that the information stated on forms, plans, and other materials submitted herewith in support of the accessory dwelling unit application is true and correct to the best of my (our) knowledge. It is my (our) responsibility to inform the City of Menlo Park Planning Division of any changes to information represented in the application.</p> <p>Furthermore, I (we) hereby agree to hold the City harmless from all costs and expenses, including attorney's fees, incurred by the City, including but not limited to, all cost in the City's defense of its actions in any proceeding brought in any State or Federal Court challenging the City's actions with respect to my (our) project.</p>			

 Signature

 Date

 Printed name