



REGULAR MEETING AGENDA

Date: 9/3/2025
Time: 6:30 p.m.
Location: [Zoom.us/join](https://zoom.us/join) – ID# 865 4847 4804 and
Arrillaga Recreation Center, Oak Room
700 Alma St., Menlo Park, CA 94025

Members of the public can listen to the meeting and participate using the following methods.

How to participate in the meeting

- Access the meeting, in-person, at the Arrillaga Recreation Center, Oak Room
- Access the meeting real-time online at:
[Zoom.us/join](https://zoom.us/join) –Meeting ID# 865 4847 4804
- Access the meeting real-time via telephone at:
(669) 900-6833
Meeting ID# 865 4847 4804
Press *9 to raise hand to speak

Subject to change: The format of this meeting may be altered or the meeting may be canceled. You may check on the status of the meeting by visiting the city website menlopark.gov. The instructions for logging on to the webinar and/or the access code is subject to change. If you have difficulty accessing the webinar, please check the latest online edition of the posted agenda for updated information (menlopark.gov/agendas).

Regular Session

A. Call To Order

B. Roll Call

C. Public Comment

Under “Public Comment,” the public may address the Commission on any subject not listed on the agenda. Each speaker may address the Commission once under public comment for a limit of three minutes. You are not required to provide your name or City of residence, but it is helpful. The Commission cannot act on items not listed on the agenda and, therefore, the Commission cannot respond to non-agenda issues brought up under public comment other than to provide general information.

D. Regular Business

- D1. Consider and make a recommendation to the Planning Commission to approve a below market rate housing agreement with Ardi Onsori and Amir Hossein Jalali for a residential development at 985 Santa Cruz Ave. ([Attachment](#))
- D2. Review and provide feedback on the draft Anti-displacement Plan recommendations ([Attachment](#))

E. Reports and Announcements

- E1. Commissioner updates
- E2. Community Engagement Ad Hoc Committee report out
- E3. Future agenda items
- E4. Staff updates and announcements

F. Adjournment

At every Regular Meeting of the Commission, in addition to the Public Comment period where the public shall have the right to address the Commission on any matters of public interest not listed on the agenda, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during the Commission's consideration of the item.

At every Special Meeting of the Commission, members of the public have the right to directly address the Commission on any item listed on the agenda at a time designated by the Chair, either before or during consideration of the item.

For appeal hearings, appellant and applicant shall each have 10 minutes for presentations.

If you challenge any of the items listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Menlo Park at, or prior to, the public hearing.

Any writing that is distributed to a majority of the Commission by any person in connection with an agenda item is a public record (subject to any exemption under the Public Records Act) and is available by request by emailing the city clerk at jaherren@menlopark.gov. Persons with disabilities, who require auxiliary aids or services in attending or participating in Commission meetings, may call the City Clerk's Office at 650-330-6620.

Agendas are posted in accordance with Cal. Gov. Code §54954.2(a) or §54956. Members of the public can view electronic agendas and staff reports by accessing the city website at menlopark.gov/agendas and can receive notification of agenda postings by subscribing at menlopark.gov/subscribe. Agendas and staff reports may also be obtained by contacting the City Clerk at 650-330-6620. (Posted: 8/29/2025)



STAFF REPORT

Housing Commission

Meeting Date:

9/3/2025

Staff Report Number:

25-011-HC

Regular Business:

Consider and make a recommendation to the Planning Commission to approve a Below Market Rate Housing Agreement with Ardi Onsori and Amir Hossein Jalali for a residential development at 985 Santa Cruz Avenue

Recommendation

Staff recommends that the Housing Commission review and recommend approval to the Planning Commission of the draft Below Market Rate (“BMR”) Housing Agreement and Declaration of Restrictive Covenants (“Agreement”) for one on-site BMR rental unit as part of a proposed three-story, seven-unit housing development project, located at 985 Santa Cruz Avenue (“Project”) as described in the draft Agreement (Attachment A).

Policy Issues

Each BMR Housing Agreement is considered individually. The Housing Commission should consider whether the BMR Housing proposal is in compliance with the requirements of the City’s BMR Housing Program (Menlo Park Municipal Code (“MPMC”) Chapter 16.96, referred to as the “BMR Ordinance”) and the BMR Housing Program Guidelines (“BMR Guidelines”) adopted by the City Council to implement the BMR Ordinance.

As part of HCD’s 2023 statewide determination summary, Senate Bill (SB) 35 (Streamlined, Ministerial Housing Development Approvals) streamlines permit processing when cities do not meet certain affordable housing criteria. Menlo Park is one of only 42 jurisdictions in California that met its pro-rated lower (very low- and low-) and above moderate-income Regional Housing Needs Allocation (RHNA) for the previous reporting period. As one of few jurisdictions that have produced sufficient amounts of housing annually to meet its housing targets since SB 35 became effective in January 2018, the SB 35 permit streamlining requirements do not apply.

Background

Site location

The project site is a 0.24-acre, Apartment (“R-3”) zoned parcel located in the Downtown area of the City, at 985 Santa Cruz Avenue. For purposes of this staff report, Santa Cruz Avenue is considered to have an east-west orientation, and all compass directions referenced will use this orientation. The Project site is located two properties to the west of Fremont Park and the intersection of Santa Cruz Avenue and University Drive.

The parcels to the west of the project site and south of Santa Cruz Avenue are developed with multi-family residential uses and are located in the R-3 (Apartment) zoning district, and parcels to the north of Santa Cruz Avenue are generally developed with lower density residential uses and are located in the R-E

(Residential Estate) zoning district. Menlo Church, located at 950 Santa Cruz Avenue, is located to the north of the subject property. To the east of Fremont Park, parcels are located within the SP-ECR/D (El Camino Real/Downtown Specific Plan) zoning district and are generally commercial uses, including restaurants and retail uses, offices, personal services, financial services, and schools. A location map is included as Attachment B.

Analysis

Project description

The applicant is proposing to comprehensively redevelop the 0.24-acre site, demolish one existing two-story, two-unit building, one existing one-story, two-unit building, and one detached accessory building, and build a three-story, seven-unit multi-family rental apartment building, with associated open space, ground floor parking, and infrastructure improvements. All units are two-bedroom units.

The Project requires the following actions and approvals:

- Use permit for the construction of the apartment building on a substandard lot with regard to minimum lot width,
- Architectural control for the design of the multi-family apartment building,
- Heritage tree removal permit to remove two on-site heritage trees, and
- BMR Housing Agreement.

The Planning Commission is the final decision-making body on all requested entitlements for the proposed project, unless appealed to the City Council. The applicant's project description letter and select sheets from the project plans are included as Attachments C and D, respectively.

With the provisions of the R-3 zoning district, the project is entitled to a maximum density of 28.8 dwelling units per acre (du/acre), based on the minimum land area allowed for R-3 zoned properties adjacent to the El Camino Real/Downtown Specific Plan area, which is 1,452 square feet per unit. The total project would have a residential floor area ratio (FAR) of approximately 65.4 percent to accommodate the proposed residential density. The applicant is proposing to provide a total of 11 parking spaces, which is permissible due the provisions of Assembly Bill (AB) 2097. AB 2097 allows for properties located within a one-half mile radius of public transit, specifically a major transit stop as defined as Section 21155 of the Public Resources Code, to not be subject to parking requirements imposed by jurisdictions. The Menlo Park Caltrain Station meets the standard of a major transit stop, and with the subject property located within the one-half mile radius, the subject property can utilize the parking provisions of AB 2097 to establish their own parking standard.

BMR Housing Program and related requirements

The applicant is required to comply with the City's BMR Ordinance and BMR Guidelines adopted by the City Council. Projects in the R-3 zoning district are required to design and construct on-site inclusionary affordable housing as part of the project, unless otherwise approved by the City Council. For developments comprising five to nine units, the City's BMR Ordinance requires one unit to be provided at below market rate to low-income households in compliance with the BMR Guidelines. The BMR Ordinance requires the applicant to submit a BMR housing proposal for review by the Housing Commission. The applicant's BMR proposal letter, which is included within their broader project description letter, is attached herein as Attachment C.

Table 1 provides a breakdown of the maximum dwelling units per acre, units and associated BMR units allowed.

Table 1: Allowable number of units and BMR units			
	R-3 Minimum	R-3 Maximum	Project Proposal
Dwelling units per acre	16.5	28.8	28.8
Number of dwelling units allowed	4	7	7
Total number of BMR units	1	1	1

Table 2 below provides a breakdown of the unit type and size of the BMR units for the project.

Table 2: Unit breakdown						
Unit type	Average unit size sq. ft.	Average MR unit size sq. ft.	Average BMR unit size sq. ft.	Total unit count by type	Low BMR count	Market Rate Unit count
Two-bedroom	890.5	892.7	877.5	7	1	6
Total Apartment Count	-	-	-	7	1	6

Select plan sheets that include a site plan with project data illustrating the size of the units, and floor plans and elevation drawings of the proposed multi-family apartment building are provided in Attachment D. As shown on the proposed elevations, the exterior of the BMR units would be indistinguishable from those of the market-rate units with the same architectural style. Specifically, the design would contain a mostly stucco exterior with horizontal wood siding for accent, and the windows, railing, and fascia along the roofline would be metal. Similarly, all units would contain two bedrooms, including the BMR unit. The floor plans identify which of the units within the apartment building would be initially designated as the BMR unit, with Unit #2 on the second floor designated as the BMR unit. The BMR units may float thereafter based on availability.

At this time, staff believes that the proposed number of BMR units, unit design, and affordability levels proposed for the rental apartment building meet the requirements of the BMR Guidelines.

Applicant outreach efforts

As of the writing of the staff report, the applicant has not provided details regarding their outreach efforts.

Correspondence

At the time of the preparation of this staff report, staff has not received any correspondence regarding the draft BMR Housing proposal.

Conclusion

Staff evaluated the applicant's proposal of one on-site BMR unit and believes that it meets the purposes of the BMR Housing Guidelines and the Housing Element. The proposed BMR unit would be included as part of single BMR Agreement, which complies with the BMR Housing Program requirements.

Staff recommends that the Housing Commission consider the applicant's proposal, and provide a recommendation of approval to the Planning Commission on the draft BMR Agreement for the one on-site BMR unit, under the terms stated in the proposed BMR Agreement.

Impact on City Resources

The project sponsor is required to pay Planning, Building, and Public Works permit fees, based on the City's Master Fee Schedule, to fully cover the cost of staff time spent on the review of the project.

Environmental Review

The proposed project will be evaluated with respect to compliance with the California Environmental Quality Act (CEQA) as part of the Planning Commission final action. BMR direction is not a project under CEQA so environmental review is not required by the Housing Commission.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. 985 Santa Cruz Avenue Draft Below Market Rate (BMR) Housing Agreement and Declaration of Restrictive Covenants with Ardi Onson and Amir Hossein Jalali
- B. Location Map
- C. Applicant's project description letter
- D. Excerpts of project plans

Disclaimer

Attached are reduced versions of maps and diagrams submitted by the applicants. The accuracy of the information in these drawings is the responsibility of the applicants, and verification of the accuracy by City Staff is not always possible. The original full-scale maps, drawings, and exhibits are available for public viewing at the Community Development Department.

Exhibits to be provided at Meeting

None

Report prepared by:
Matt Pruter, Associate Planner

Report reviewed by:
Tim Wong, Housing Manager

This document is recorded for the benefit of the City of Menlo Park and is entitled to be recorded free of charge in accordance with Sections 6103 and 27383 of the Government Code.

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Menlo Park
Attn: City Clerk
701 Laurel Street
Menlo Park, CA 94025

**BELOW MARKET RATE HOUSING AGREEMENT
AND DECLARATION OF RESTRICTIVE COVENANTS**

(XXXX Project)

This **BELOW MARKET RATE HOUSING AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS** (“**Agreement**”) is entered into as of _____, 2025 (“**Effective Date**”), by and between the City of Menlo Park, a California municipal corporation (“**City**”), and _____, a [California limited liability company] (“**Owner**”). City and Owner may be referred to individually as a “**Party**” or collectively as the “**Parties**.”

RECITALS

A. Owner is the owner of that certain real property located at _____ in the City of Menlo Park, California (“**Property**”), as more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference, which is the parcel subject to the terms of this Agreement. The Property is approximately _____ acres.

B. Owner applied to demolish two existing, two-unit residential buildings, totaling approximately 3,432 square feet, and to redevelop the Property with a new multifamily residential apartment building with seven rental units, along with related landscaping and parking (“**Project**”).

C. The Property is zoned Apartment (“**R-3**”), which allows a density of up to 28.8 dwelling units per acre, resulting in a total of 66 units for the Project. The Project proposes to provide:

(i) ten percent (10%) of the total units (i.e., one unit) as affordable units for the for purposes of complying with the City’s Below Market Rate Housing Program (“**Inclusionary Unit**”). This one BMR Program Unit shall be provided at a level affordable to low income households.

D. The City’s Below Market Rate Housing Program is governed by Chapter 16.96 of the Menlo Park Municipal Code (“**BMR Program**”). The BMR Program is administered under

the City's Below Market Rate Housing Program Guidelines ("**BMR Guidelines**"). The BMR Program and BMR Guidelines require the Owner to provide fifteen percent (15%) of the Project's Base Density units at below market rates to very low, low and/or moderate-income households. To satisfy these BMR requirements, the Owner has proposed to provide one Unit, which would be offered at low-income levels.

NOW, THEREFORE, the Parties hereto agree as follows. The above Recitals are specifically incorporated into this Agreement by this reference.

1. CONSTRUCTION OF THE PROJECT

1.1 Construction of the Project. Owner agrees to construct the Project in accordance with the Project Approvals, the Menlo Park Municipal Code, and all other applicable state and local building codes, development standards, ordinances, and zoning ordinances.

1.2 City and Other Governmental Permits. Before commencement of the Project, Owner shall secure or cause its contractor to secure any and all permits which may be required by the City or any other governmental agency affected by such construction, including without limitation building permits. Owner shall pay all necessary fees and timely submit to the City final drawings with final corrections to obtain such permits; City staff will, without incurring liability or expense therefore, process applications in the ordinary course of business for the issuance of building permits and certificates of occupancy for construction that meet the requirements of the Menlo Park Municipal Code and all other applicable laws and regulations.

1.3 Compliance with Laws. Owner shall carry out the design, construction, and operation of the Project in conformity with all applicable laws, including all applicable state labor standards, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all other provisions of the Menlo Park Municipal Code, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*

2. OPERATION OF THE BMR RENTAL UNITS

2.1 Affordability Period. The Property, provided that the Project remains on the Property, shall be subject to the requirements of this Agreement from the date that the City issues a last final certificate of occupancy for the Project until the 55th anniversary of such date. The duration of this requirement shall be referred to in this Agreement as the "**Affordability Period.**"

2.2 Location of BMR Rental Unit. The BMR Rental Unit shall be located as set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. Thereafter, the location of the BMR Rental Unit may float to account for the next available unit requirement set forth below and as otherwise necessary for the professional maintenance and operation of the Project, provided that the BMR Rental Unit are reasonably disbursed throughout the Project and the City's Director of Community Development ("**Director**"), or the Director's designee, shall be notified of any change or relocation of BMR Rental Unit by the Owner.

2.3 BMR Program Requirements. The BMR Rental Unit is subject to the requirements of the BMR Program and BMR Guidelines. To the extent this Agreement and the BMR Guidelines conflict, the specific requirements of this Agreement shall control. The BMR Rental Unit shall generally be of the same proportionate size (number of bedrooms) as the market rate units, though some variation in size is permitted consistent with the Project Approvals. The BMR Rental Unit should be generally distributed throughout the development and should be indistinguishable from the exterior. BMR Rental Unit shall contain standard appliances common to new units, but need not have luxury accessories, such as Jacuzzi tubs. The design and materials used in construction of the BMR Rental Unit shall be of a quality comparable to the other new residential rental units in the Project but need not be of luxury quality.

2.4 Maintenance. Owner shall comply with every condition of the Project Approvals and shall, at all times, maintain the Project and the Property in good repair and working order, reasonable wear and tear excepted, and in a safe and sanitary condition, and from time to time shall make all necessary and proper repairs, renewals, and replacements to maintain the Project and the Property in a good, clean, safe, and sanitary condition.

2.5 Monitoring and Recordkeeping. Throughout the Affordability Period, Owner shall comply with all applicable recordkeeping and monitoring requirements set forth in the BMR Guidelines. City shall have the right to inspect the books and records of Owner and its rental agent or bookkeeper upon reasonable notice during normal business hours. Representatives of the City shall be entitled to enter the Property, upon at least 48-hour prior written notice, which can be provided via email, to monitor compliance with this Agreement, to inspect the records of the Project with respect to the BMR Rental Unit, and to conduct, or cause to be conducted, an independent audit or inspection of such records. Owner agrees to cooperate with the City in making the Property available for such inspection or audit. Owner agrees to maintain records in a businesslike manner and to maintain such records for the duration of the Affordability Period.

2.6 Non-Discrimination Covenants. Owner covenants by and for itself, its successors and assigns, and all persons claiming under or through them that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, religion, sex, marital status, familial status, disability, national origin, or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Property, nor shall any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Property be established or permitted. Owner shall include such provision in all deeds, leases, contracts, and other instruments executed by Owner with respect to the Property, and Owner shall enforce the same diligently and in good faith.

a. In deeds, the following language shall appear:

(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section

12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property herein conveyed, nor shall the grantee or any person claiming under or through the grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and/or 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

b. In leases, the following language shall appear:

(1) The lessee herein covenants by and for the lessee and lessee's heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry, or disability in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the property herein leased, nor shall the lessee or any person claiming under or through the lessee establish or permit any such practice or practices of discrimination of segregation with reference to the selection, location, number, use, or occupancy of tenants, lessees, sublessees, subtenants, or vendees in the property herein leased.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and/or 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

c. In contracts pertaining to management of the Project, the following language, or substantially similar language prohibiting discrimination and segregation, shall appear:

(1) There shall be no discrimination against or segregation of any person or group of persons on account of any basis listed in subdivision (a)

or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the property, nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use, or occupancy of tenants, lessee, subtenants, sublessees, or vendees of the land.

(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11, and/or 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).

2.7 Subordination. This Agreement shall be recorded in the Official Records of the County of San Mateo and shall run with the land. The City agrees that the City will not withhold consent to reasonable requests for subordination of this Agreement for the benefit of lenders providing financing for the Project, provided that the instruments effecting such subordination include reasonable protections to the City in the event of default, including without limitation extended notice and cure rights.

3. AFFORDABILITY REQUIREMENTS

3.1 BMR Rental Unit. Owner agrees to make available, restrict occupancy to, and lease not less than _____ BMR Rental Unit at levels affordable to low income households, to Qualifying Households, as hereinafter defined, at an affordable rent, pursuant to the terms below.

3.2 Qualifying Households. For purposes of this Agreement, “**Qualifying Households**” shall mean those households with incomes as follows:

- a. “**Low Income Unit**”: means units restricted to households with incomes of not more than eighty percent (80%) of AMI. “**AMI**” means the median income for San Mateo County, California, adjusted for Actual Household Size, as published from time to time by the State of California Department of Housing and Community Development in Section 6932 of Title 25 of the California Code of Regulations or successor provision. Qualifying Households shall continue to qualify unless at the time of recertification, the household’s income exceeds the Low Income Unit eligibility requirements, in which case the household shall no longer be qualified. Upon Owner’s determination that any such household is no longer qualified, the unit shall no longer be deemed a Low Income Unit, and the Owner shall notify the household that the household no longer is eligible

for the Low Income Unit, and that the household's rent will be increased to a market rate upon the later of sixty (60) days' notice or the renewal of the household's lease. The Owner shall either make the next available unit, which is comparable in terms of size, features, and number of bedrooms, a Low Income Unit, or take other actions as may be necessary to ensure that the total required number of Low Income Unit are rented to Qualifying Households, as defined herein. The Owner shall notify the City annually if Owner substitutes a different unit for one of the designated Low Income Unit pursuant to this paragraph.

3.3 Income Verification and Annual Report. On or before July 1 of each year, commencing with the calendar year that the first residential unit in the Project is rented to a tenant, and annually thereafter, Owner shall obtain from each household occupying a BMR Rental Unit, and submit to the City, an income computation and certification form, completed by a tenant of such unit, which also shall certify that the income of each Qualifying Household is truthfully set forth in the form, in a form proposed by the Owner and approved by the Director or the Director's designee ("**Annual Report**"). Owner shall make a good faith effort to verify that each household leasing a BMR Rental Unit meets the income and eligibility restrictions for the BMR Rental Unit by taking the following steps as a part of the verification process: (a) obtaining a minimum of the three (3) most current pay stubs for all adults age eighteen (18) or older; (b) obtaining an income tax return for the most recent tax year; (c) conducting a credit agency or similar search; (d) obtaining the three (3) most current savings and checking account bank statements; (e) obtaining an income verification form from the applicant's current employer; (f) obtaining an income verification form from the Social Security Administration and/or the California Department of Social Services, if the applicant receives assistance from either of such agencies; or (g) if the applicant is unemployed and has no such tax return, obtaining another form of independent verification. Copies of tenant income certifications shall be made available to the City upon request. The Annual Report shall, at a minimum, include the following information for each BMR Rental Unit: the unit number, number of bedrooms, current rent and other charges, number of people residing in the unit, total household Gross Income, and lease commencement and termination dates. The Annual Report also shall provide a statement of the Owner's management policies, communications with the tenants, and maintenance of the BMR Rental Unit, including a statement of planned repairs to be made and the dates for the repairs. The Annual Report also shall include a list of any BMR Rental Unit that were vacant at any point during the reporting period, including the date any such unit was vacated and the date each such unit, as applicable, was once again occupied by a new Qualifying Household, as defined herein.

3.4 Affordable Rent. The maximum monthly rent, as defined below, chargeable for the BMR Rental Unit to Qualifying Households and paid shall be as follows:

- a. **"Monthly Rent for a Low Income Household"**: shall be 1/12th of 30 percent of not to exceed 80 percent of the AMI. The Monthly Rent for a Low Income Unit rented to a Qualifying Household and paid by that household shall be based on an assumed occupancy of one (1) person per studio unit, two (2) persons for a one-bedroom unit, three (3) persons for a two-bedroom unit, and four (4) persons for a three-bedroom unit, unless

otherwise approved by the Director or the Director's designee for an unusually large unit with a maximum of two persons per bedroom, plus one.

For purposes of this Agreement, "**Monthly Rent**" means the total of monthly payments actually made by the household for (a) use and occupancy of each BMR Rental Unit and land and facilities associated therewith, (b) any separately charged fees or service charges assessed by Owner which are required of all tenants, other than security deposits, (c) a reasonable allowance for an adequate level of service of utilities not included in (a) or (b) above, and which are not paid directly by Owner, including garbage collection, sewer, water, electricity, gas and other heating, cooking and refrigeration fuels, but not including telephone or internet service, which reasonable allowance for utilities is set forth in the County of San Mateo's Utility Allowance Schedule for detached homes, apartments, condominiums, and duplexes, and (d) possessory interest, taxes or other fees or charges assessed for use of the land and facilities associated therewith by a public or private entity other than Owner.

Pursuant to the Guidelines, in no case shall the Monthly Rent for a BMR Unit exceed seventy-five percent (75%) of comparable market rate rents in the Project.

3.5 Agreement to Limitation on Rents. Owner hereby agrees to limit the Monthly Rent charged to Qualifying Households as provided in this Agreement in consideration of Owner's receipt of the assistance and further agrees that any limitations on Monthly Rents imposed on the BMR Rental Unit are in conformance with the Costa-Hawkins Act. Owner further warrants and covenants that the terms of this Agreement are fully enforceable.

3.6 Lease Requirements. No later than 180 days prior to the initial lease up of the BMR Rental Unit, Owner shall submit a standard lease form to the City for approval by the Director or the Director's designee. The City shall reasonably approve such lease form upon finding that such lease form is consistent with this Agreement and contains all of the provisions required pursuant to the BMR Guidelines. A failure by the City to respond to Owner's request for approval of the standard lease form within thirty (30) business days of City's receipt of such lease shall be deemed to constitute the City's approval of such lease form. Owner shall enter into a written lease, in the form approved by the City, with each new tenant of a BMR Rental Unit prior to a tenant or tenant household's occupancy of a BMR Rental Unit. Each lease shall be for an initial term of not less than one year, which may be renewed pursuant to applicable local and state laws, and shall not contain any provisions which are prohibited pursuant to the BMR Guidelines, local, state, and/or federal laws.

3.7 Marketing Plan. Not fewer than 180 days prior to the initial lease up of the BMR Rental Unit, Owner shall submit for City review and approval a plan for marketing the BMR Rental Unit (the "**Marketing Plan**"). The Marketing Plan shall address, (i) plans for compliance with fair housing laws and this Agreement, (ii) Owner's tenant selection criteria, (iii) preparation of clear and accurate marketing information regarding the BMR Rental Unit to be distributed to eligible households included on any City maintained affordable housing waiting list (preferably in English, Spanish and other languages representative of eligible households in the area), and (iv) placement of advertisements regarding the availability of the BMR Rental Unit online or in other media during the applicable marketing period (preferably in English, Spanish and other languages representative of eligible households in the area). Upon receipt of the Marketing Plan, the City

shall promptly review the Plan and shall approve or disapprove it within thirty (30) days after submission. A failure by the City to respond to Owner's request for approval of the Marketing Plan within thirty (30) business days of City's receipt of the same shall be deemed to constitute the City's approval of the Marketing Plan. Owner shall abide by the terms of the Marketing Plan in marketing and leasing the BMR Rental Unit throughout the Term of this Agreement and shall submit proposed material modifications to City for review and approval as described herein.

3.8 Selection of Tenants. Each BMR Rental Unit shall be leased to tenant(s) selected by Owner who meet all of the requirements provided herein and, to the extent permitted by law, with priority given to eligible households who either live or work in the City of Menlo Park or who meet one of the other preferences identified in the most recently adopted BMR Guidelines. The City's BMR Administrator, on behalf of the City, will provide to Owner the names of persons who have expressed interest in renting BMR Rental Unit for the purposes of adding such interested persons to Owner's waiting list, to be processed in accordance with Owner's customary policies. Owner shall not refuse to lease to a holder of a certificate or a rental voucher under the Section 8 program or other tenant-based assistance program who is otherwise qualified to be a tenant in accordance with the approved tenant selection criteria.

4. DEFAULT AND REMEDIES

4.1 Events of Default. The following shall constitute an "Event of Default" by Owner under this Agreement: there shall be a material breach of any condition, covenant, warranty, promise or representation contained in this Agreement, and such breach shall continue for a period of thirty (30) days after written notice thereof to the Owner without the Owner curing such breach, or if such breach cannot reasonably be cured within such 30-day period, commencing the cure of such breach within such 30-day period and thereafter diligently proceeding to cure such breach; provided, however, that if a different period or notice requirement is specified for any particular breach under any other paragraph of this Section 4 of this Agreement, the specific provision shall control.

4.2 Remedies. The occurrence of any Event of Default under Section 4.1 shall give the City the right to proceed with an action in equity to require the Owner to specifically perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement, and the right to terminate this Agreement.

4.3 Obligations Personal to Owner. The liability of Owner under this Agreement to any person or entity is limited to Owner's interest in the Project, and the City and any other such persons and entities shall look exclusively thereto for the satisfaction of obligations arising out of this Agreement or any other agreement securing the obligations of Owner under this Agreement. From and after the Effective Date, no deficiency or other personal judgment, nor any order or decree of specific performance (other than pertaining to this Agreement, any agreement pertaining to the Project, or any other agreement securing Owner's obligations under this Agreement), shall be rendered against Owner, the assets of Owner (other than Owner's interest in the Project), its partners, members, successors, transferees or assigns and each of their respective officers, directors, employees, partners, agents, heirs and personal representatives, as the case may be, in

any action or proceeding arising out of this Agreement or any agreement securing the obligations of Owner under this Agreement, or any judgment, order or decree rendered pursuant to any such action or proceeding. No subsequent Owner of the Project shall be liable or obligated for the breach or default of any obligations of Owner under this Agreement on the part of any prior Owner. Such obligations are personal to the person who was the Owner at the time the default or breach was alleged to have occurred, and such person shall remain liable for any and all damages occasioned thereby even after such person ceases to be the Owner. Each Owner shall comply with and be fully liable for all obligations of the Owner hereunder during its period of ownership of the Project.

4.4 Force Majeure. Subject to the Party's compliance with the notice requirements as set forth below in this Section 4.4, performance by either Party hereunder shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, as described immediately below, where delays or defaults are due to causes beyond the control and without the fault of the Party claiming an extension of time to perform, which may include, without limitation, the following: war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, assaults, acts of God, acts of the public enemy, epidemics, quarantine restrictions, freight embargoes, lack of transportation, governmental restrictions or priority, litigation, unusually severe weather, inability to secure necessary labor, materials or tools, acts or omissions of the other Party, or acts or failures to act of any public or governmental entity (except that the City's acts or failure to act shall not excuse performance of the City hereunder). An extension of the time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the Party claiming such extension is sent to the other Party within thirty (30) days of the commencement of the cause of such extension.

4.5 Attorneys' Fees. In addition to any other remedies provided hereunder or available pursuant to law, if either Party brings an action or proceeding to enforce, protect, or establish any right or remedy hereunder, the prevailing Party shall be entitled to recover from the other Party its costs of suit and reasonable attorneys' fees. This Section 4.5 shall be interpreted in accordance with California Civil Code Section 1717 and judicial decisions interpreting that statute.

4.6 Remedies Cumulative. No right, power, or remedy given by the terms of this Agreement is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given by the terms of any such instrument, or by any statute or otherwise.

4.7 Waiver of Terms and Conditions. The City may, in its sole discretion, waive in writing any of the terms and conditions of this Agreement. Waivers of any covenant, term, or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition, unless otherwise specified by the City in its sole discretion.

4.8 Non-Liability of City Officials and Employees. No member, official, employee, or agent of the City shall be personally liable to Owner or any occupant of any BMR Rental Unit, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Owner or its successors, or on any obligations under the terms of this Agreement.

4.9 Cure Rights. Notwithstanding anything to the contrary contained herein, City hereby agrees that any cure of any default made or tendered by Owner's mortgage lender, shall be deemed to be a cure by Owner and shall be accepted or rejected on the same basis as if made or tendered by Owner.

5. GENERAL PROVISIONS

5.1 BMR Guidelines. This Agreement incorporates by reference the City's BMR Guidelines as of the date that the Owner submitted a complete Preliminary Application, as that process is described in Government Code Section 65941.1 and, at the election of the Owner, any later amended provisions of the BMR Guidelines, as those BMR Guidelines may be amended from time to time. In the event of any conflict or ambiguity between this Agreement, the requirements of state and/or federal fair housing laws, and/or the BMR Guidelines, the terms and conditions of this Agreement and the requirements of state and federal fair housing laws shall control.

5.2 Time. Time is of the essence in this Agreement.

5.3 Notices. Unless otherwise indicated in this Agreement, any notice requirement set forth herein shall be deemed to be satisfied three (3) days after mailing of the notice first class United States certified mail, postage prepaid, or by personal delivery, addressed to the appropriate party as follows:

Owner: XXX

With a copy to:

XXX

City : City of Menlo Park
701 Laurel Street
Menlo Park, California 94025-3483
Attention: City Manager

Such addresses may be changed by notice to the other Party, given in the same manner as provided above.

5.4 Successors and Assigns. This Agreement constitutes a covenant and legal restriction on the Property and shall run with the land, provided the Project remains on the Property, and all of the terms, covenants, and conditions of this Agreement shall be binding upon Owner and the permitted successors and assigns of Owner.

5.5 Intended Beneficiaries. The City is the intended beneficiary of this Agreement and shall have the sole and exclusive power to enforce this Agreement. It is intended that the City may enforce this Agreement to satisfy its obligations to improve, increase, and preserve affordable housing within the City, as stated in the BMR Guidelines, and to provide that a certain percentage of new housing is made available at affordable housing cost to persons and families of very low, low, and moderate incomes, as required by the BMR Guidelines. No other person or persons, other than the City and Owner and their assigns and successors, shall have any right of action hereon.

5.6 Partial Invalidity. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired.

5.7 Governing Law. This Agreement and other instruments given pursuant hereto shall be construed in accordance with and be governed by the laws of the State of California. Any references herein to particular statutes or regulations shall be deemed to refer to successor statutes or regulations, or amendments thereto. The venue for any action shall be the County of San Mateo.

5.8 Amendment. This Agreement may not be changed orally, but only by agreement in writing signed by Owner and the City.

5.9 Approvals. Where an approval or submission is required under this Agreement, such approval or submission shall be valid for purposes of this Agreement only if made in writing. Where this Agreement requires an approval or consent of the City, such approval shall not be unreasonably withheld and may be given on behalf of the City by the City Manager or his or her designee. The City Manager or his or her designee is hereby authorized to take such actions as may be necessary or appropriate to implement this Agreement, including without limitation the execution of such documents or agreements as may be contemplated by this Agreement, and amendments which do not substantially change the uses or restrictions hereunder, or substantially add to the costs of the City hereunder.

5.10 Indemnification. To the greatest extent permitted by law, Owner shall indemnify, defend (with counsel reasonably approved by City), and hold the City, its heirs, successors, and assigns (“**Indemnitees**”) harmless from and against any and all demands, losses, claims, costs, and expenses, and any other liability whatsoever, including without limitation reasonable accountants’ and attorneys’ fees, charges, and expenses (collectively, “**Claims**”) arising directly or indirectly, in whole or in part, as a result of or in connection with Owner’s construction, management, or operation of the Property and the Project or any failure to perform any obligation as and when required by this Agreement. Owner’s indemnification obligations under this Section shall not extend to Claims resulting from the gross negligence or willful misconduct of Indemnitees. The provisions of this Section shall survive the expiration or earlier termination of this Agreement, but only as to claims arising from events occurring during the Affordability Period.

5.11 Insurance Coverage. Throughout the Affordability Period, Owner shall comply with the insurance requirements set forth in Exhibit C, attached hereto and incorporated herein by this reference, and shall, at Owner’s expense, maintain in full force and effect insurance coverage as specified in Exhibit C.

5.12 Transfer and Encumbrance.

5.12.1 Restrictions on Transfer and Encumbrance. During the term of this Agreement, except as permitted pursuant to this Agreement, Owner shall not directly or indirectly, voluntarily, involuntarily, or by operation of law make or attempt any total or partial sale, transfer, conveyance, assignment, or lease (other than a lease of a BMR Rental Unit on an approved form under Section 3.6 hereof to a qualified tenant, as described in Section 3.7 hereof) (collectively, “Transfer”) of the whole or any part of any BMR Rental Unit, without the prior written consent of

the City, which approval shall not be unreasonably withheld. In addition, prior to the expiration of the term of this Agreement, except as expressly permitted by this Agreement, Owner shall not undergo any significant change of ownership without the prior written approval of City, which shall not be unreasonably withheld. For purposes of this Agreement, a “significant change of ownership” shall mean a transfer of the beneficial interest of more than twenty-five percent (25%) in aggregate of the present ownership and/or control of Owner, taking all transfers into account on a cumulative basis; provided however, neither the admission of an investor limited partner, nor the transfer by the investor limited partner to subsequent limited partners, shall be restricted by this provision.

5.12.2 Permitted Transfers. The prohibitions on Transfer set forth in this Section 5.12 shall not be deemed to prevent: (i) the granting of easements or permits to facilitate development of the Property; (ii) assignments creating security interests for the purpose of financing the acquisition, construction, or permanent financing of the Project or Property, or Transfers directly resulting from the foreclosure of, or granting of a deed in lieu of foreclosure of, such a security interest; or (iii) transfers between entities owned or controlled by Owner.

5.12.3 Requirements for Proposed Transfers. The City may, in the exercise of its discretion, not to be unreasonably withheld, consent to a proposed Transfer of this Agreement and/or a BMR Rental Unit if all of the following requirements are met (provided however, the requirements of this Section 5.12.3 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 5.12.2.

(i) The proposed transferee demonstrates to the City’s satisfaction that it has the qualifications, experience, and financial resources necessary and adequate as may be reasonably determined by the City to competently complete and manage the Project and to otherwise fulfill the obligations undertaken by the Owner under this Agreement.

(ii) The Owner and the proposed transferee shall submit for City review and approval all instruments and other legal documents proposed to effect any Transfer of all or any part of or interest in a BMR Rental Unit or this Agreement together with such documentation of the proposed transferee’s qualifications and development capacity as the City may reasonably request.

(iii) The proposed transferee shall expressly assume all of the rights and obligations of the Owner under this Agreement arising after the effective date of the Transfer and all obligations of Owner arising prior to the effective date of the Transfer (unless Owner expressly remains responsible for such obligations) and shall agree to be subject to and assume all of Owner’s obligations pursuant to conditions and restrictions set forth in this Agreement.

(iv) The Transfer shall be effectuated pursuant to a written instrument satisfactory to the City in a form recordable in the Official Records.

Consent to any proposed Transfer may be given by the Director or the Director’s designee unless the Director, in their discretion, refers the matter of approval to the City Council. If the City has not rejected a proposed Transfer or requested additional information regarding a proposed Transfer in writing within forty-five (45) days following City’s receipt of written request by

Owner, the proposed Transfer shall be deemed approved by the City.

5.13 Effect of Transfer without City Consent. In the absence of specific written agreement by the City, unless such Transfer is otherwise “deemed approved” pursuant to Section 5.12.3, no Transfer of any BMR Rental Unit shall be deemed to relieve the Owner or any other party from any obligation under this Agreement. This Section 5.12 shall not apply to Transfers described in clauses (i), (ii), or (iii) of Section 5.12.2.

5.14 Recovery of City Costs. Owner shall reimburse City for all reasonable City costs, including but not limited to reasonable attorneys’ fees, incurred in reviewing instruments and other legal documents proposed to effect a Transfer under this Agreement, and in reviewing the qualifications and financial resources of a proposed successor, assignee, or transferee, within ten (10) days following City’s delivery to Owner of an invoice detailing such costs.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year set forth above.

SIGNATURES ON FOLLOWING PAGE(S).

OWNER:

XXXX, a California limited liability company,

By:_____

Its:

CITY:

CITY OF MENLO PARK, a California municipal corporation

By:_____
City Manager

ATTEST:

By:_____
City Clerk

List of Exhibits:

Exhibit A: Property Description

Exhibit B: Allocation of BMR Rental Unit

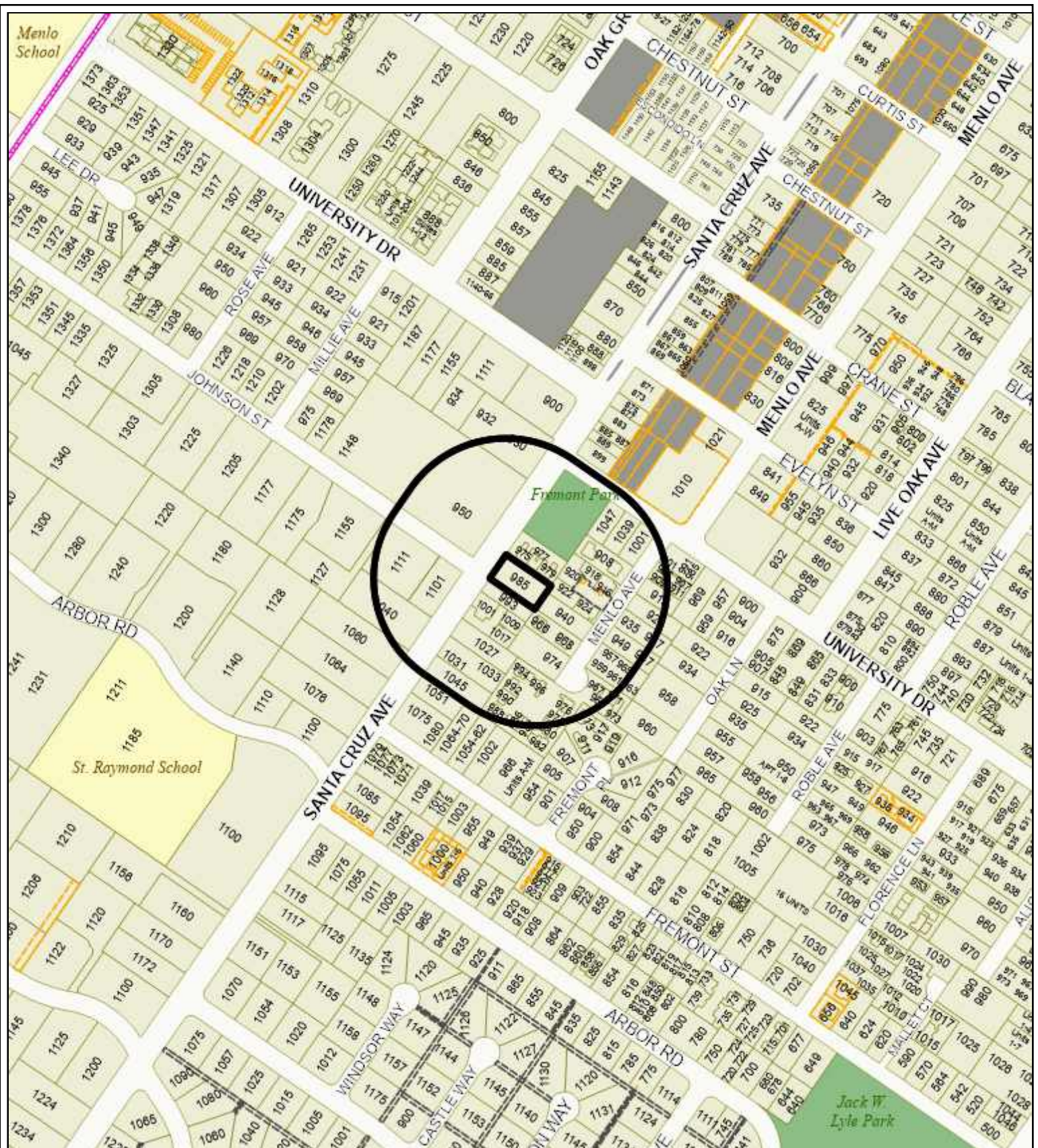
Exhibit C: Insurance Requirements

Exhibit A
Property Description

Exhibit B

Allocation of BMR Rental Unit in the Project

Exhibit C
Insurance Requirements



City of Menlo Park
Location Map
985 Santa Cruz Avenue



WILLIAM WOOD ARCHITECTS

301 Hartz Avenue • Suite 203 • Danville, CA 94526 • (925) 820-8233 • FAX (925) 820-8793

January 10, 2025

Description letter for new apartment building at 985 Santa Cruz Avenue.

Dear Matthew Pruter,

The proposed project at 985 Santa Cruz Avenue will consist of demolishing existing buildings and building a new three story apartment building with 7 units.

The existing front buildings each have 2 Units. The front building is a two story building with an attached garage. The first floor unit is 1,484 square feet and has 3 bedrooms and 1 bath and the rent is \$1,484.00 per month. The upper unit is 400 square feet and has 1 bedroom and 1 bath and rents for \$800.00. The rear building has two units as well. The smaller unit is 350 square feet and is a studio with 1 bath and is currently vacant. The larger unit is 500 square feet with 1 bedroom and 1 bath and rents for \$1,350.00 a month. All existing units are market rate currently. All tenants have been notified of the proposed project. There are currently 2 covered parking spaces and 5 uncovered.

The proposed building architectural is contemporary with stucco finish with wood accents and a flat roof. The windows and door frames are recessed 2" and will be black to match the handrails and metal clad eaves. Cantilevered overhangs at some of the windows will also enhance the contemporary stile and provide shade to help with energy efficacy.

There will be a total of 7 units total all with two bedrooms. The units will range from 836 square feet to 1019 square feet. Unit 2, at 877 square feet, will be designated as the low income level unit, which is 80 percent of the median income (AMI) or lower based on income for the whole San Mateo County. Unit 5 will be an accessible unit including accessible bathroom and kitchen features. At this time there is no plan to sell the units separately as condominiums but may be in the future as the design does have separate exterior walls.

We are proposing 11 onsite parking spaces at the ground level including one that is accessible. 7 of the parking spaces will be have EV charging stations and the parking area will not be fenced in. The driveway will attach to the road at the same location as the existing driveway and no new fences are proposed with this project. We are requesting the existing neighboring fences remain. The existing fences are 6 foot tall and are in good condition. To lessen impact on neighbors and to leave existing neighboring landscaping such as climbing vines the decision was made to try and leave the fences.

The trash enclosure has been sized to be compatible with the number of units it will serve and the required number of bins. There will be bins for trash, recycling and green waste. The trash collecting company will roll out the bins and collect them on the street as there is not enough height or room on the property for the garbage trucks.

The property will be fully landscaped and all civil requirements have been met.

I have searched the historical recourses listed as potential information sources on the historical significance form such as the State Historical Resources Database, Menlo Park Historical Association and San Mateo County Historical Museum and could not find this property in them with any significant historical value. I have also tried to simply do some internet searches for this property and nothing in regards to it being a historical site came up.

Thank you,

Jonathan James
William Wood Architects



MENLO FOREST APARTMENTS
MENLO PARK CA.

PROJECT DIR.

OWNER
ARDI ONSORI & AMIR HOSSEIN JALALI
5 SPIROS WAY
MENLO PARK, CA 94025
(925) 413-4400 ARDI'S CELL
CONTACT: ARDI ONSORI

CIVIL ENGINEER
CLIFFORD BECHTEL AND ASSOCIATES, LLC.
1301 26TH PLACE, SE
SAMMAMISH, WA 98075
(800) 333-0103
CONTACT: CLIFFORD BECHTEL

ARCHITECT
WILLIAM WOOD ARCHITECTS
301 HARTZ AVENUE, STE. 203
DANVILLE, CA 94526
(925) 820-8233
CONTACT: BILL WOOD

ARBORIST
ASCARCA
2150 LACEY DRIVE
MILPITAS, CA 95035
(408) 457-7158
CONTACT: BUSARA FIRESTONE

SOIL ENGINEER
ARA ENGINEERING COMPANY
5003 NERISSA WAY
SAN JOSE, CA 95124
(415) 570-1004
CONTACT: AMIR RANGCHI

LANDSCAPE ARCHITECT
MARIA YOUNG
(650) 704-9255

VICINITY MAP



BUILDING DATA

LEGAL OWNER:
ARDI ONSORI & AMIR HOSSEIN JALALI
5 SPIROS WAY
MENLO PARK, CA 94025

PROJECT ADDRESS:
985 SANTA CRUZ AVE.
MENLO PARK, CA 94025

APN & ZONING:
APN: 071-272-080
ZONED: R-3

FIRE SPRINKLERS:
REQUIRED

SETBACKS:
FRONT 20'-0"
REAR 15'-0"
SIDES 10'-0"

GROSS FLOOR AREA:
GROUND FLOOR
ELEVATOR 74.0 S.F.
STAIRS 110.9 S.F.
TOTAL GROUND FLOOR 184.9 S.F.
SECOND FLOOR
UNIT#1 898.0 S.F.
UNIT#2 (BMR) 877.5 S.F.
UNIT#3 868.0 S.F.
UNIT#4 836.8 S.F.
STORAGE 70.0 S.F.
STAIRS 114.0 S.F.
ELEVATOR 70.0 S.F.
TOTAL SECOND FLOOR 3,734.3 S.F.
THIRD FLOOR
UNIT#5 1,019.4 S.F.
UNIT#6 898.0 S.F.
UNIT#7 836.8 S.F.
STORAGE 60.4 S.F.
STAIRS 114.2 S.F.
ELEVATOR 70.0 S.F.
TOTAL THIRD FLOOR 2,998.8 S.F.
TOTAL GROSS FLOOR AREA 6,918.0 S.F.

SITE AREA = 10,575 SF
BUILDING COVERAGE 4,229.0 SF 40% (55% MAX)
OPEN SPACE 4,572.0 SF 43.2% (25% MIN.)
DRIVEWAY AND PARKING 1,774.0 SF 16.8% (20% MAX)
TOTAL 10,575 SF 100%

GROSS FLOOR AREA 6,918.0 SF 65.4% (72.2% MAX)

BMR UNIT
UNIT #2 WILL BE THE BMR
(LOW INCOME LEVEL UNIT).

PARKING:
PARKING PROVIDED 10 REGULAR SPACE
1 HIC SPACE
TOTAL: 11 SPACES

INDEX TO DRAWINGS

CS1	COVER SHEET
D1	DEMO SITE PLAN
A0	AREA PLAN
A1	SITE PLAN
A2	GROUND FLOOR PLAN
A3	SECOND FLOOR PLAN
A4	THIRD FLOOR PLAN
A5	ROOF PLAN
A6	EXTERIOR FRONT & LEFT ELEVATIONS
A7	EXTERIOR REAR & RIGHT ELEVATIONS
A7.5	STUCCO COVERAGE EXHIBIT
A8	STREET SCAPES
A9	COLOR BOARD AND RENDERING
A10	BUILDING SECTIONS
A11	BUILDING COVERAGE EXHIBIT
A12	GROUND FLOOR AND SECOND FLOOR AREA EXHIBIT
A13	THIRD FLOOR AREA EXHIBIT
A14	EXISTING HOUSE FIRST FLOOR PLANS
A15	EXISTING HOUSE SECOND FLOOR PLAN
A16	EXISTING HOUSE PICTURES
C-0.1	EXISTING SURVEY
C-1.0	GRADING, DRAINAGE AND UTILITY PLAN
C-1.1	UTILITY PLAN
C-2	EROSION AND SEDIMENT CONTROL PLAN & STAGING PLAN
C-3	CIVIL DETAILS
C-4	BEST MANAGEMENT PRACTICES
C-5.0	TREE PROTECTION GUIDELINES
C-5.1	TREE PROTECTION GUIDELINES
L-1	LANDSCAPE PLAN
L-2	IRRIGATION PLAN
L-3	HYDROZONE DIAGRAM

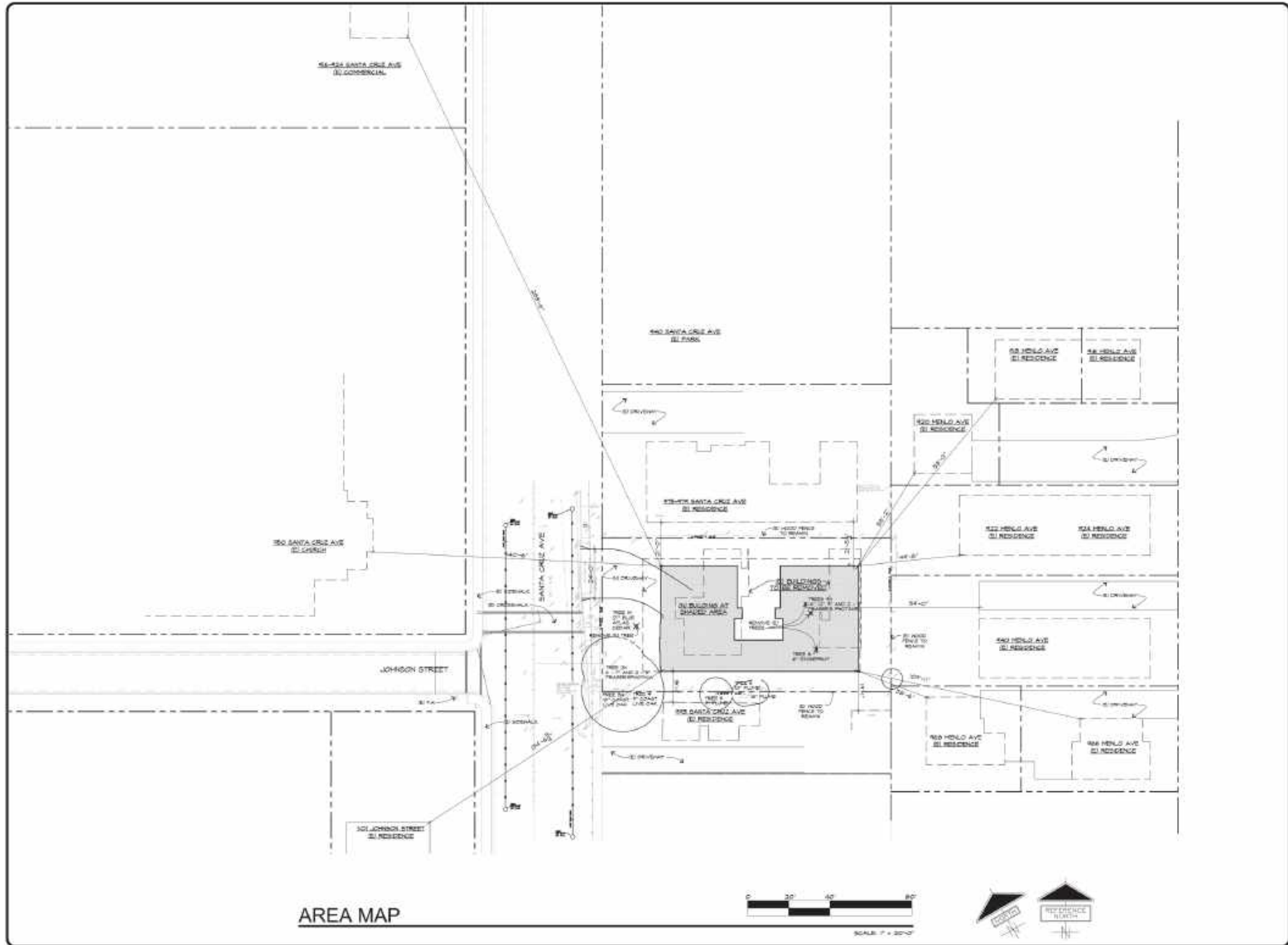
REVISIONS	DATE



MENLO FOREST APARTMENTS
MENLO PARK, CA
985 SANTA CRUZ AVE.
MENLO PARK, CA 94025

WILLIAM WOOD
ARCHITECTS
301 Hartz Avenue, Suite 203
Danville, California 94526
(925) 820-8233

DRAWN
JJ
CHECKED
NONE
DATE
1-31-24
SCALE
AS SHOWN
JOB NO.
22-1045R
SHEET
CS1
OF SHEETS



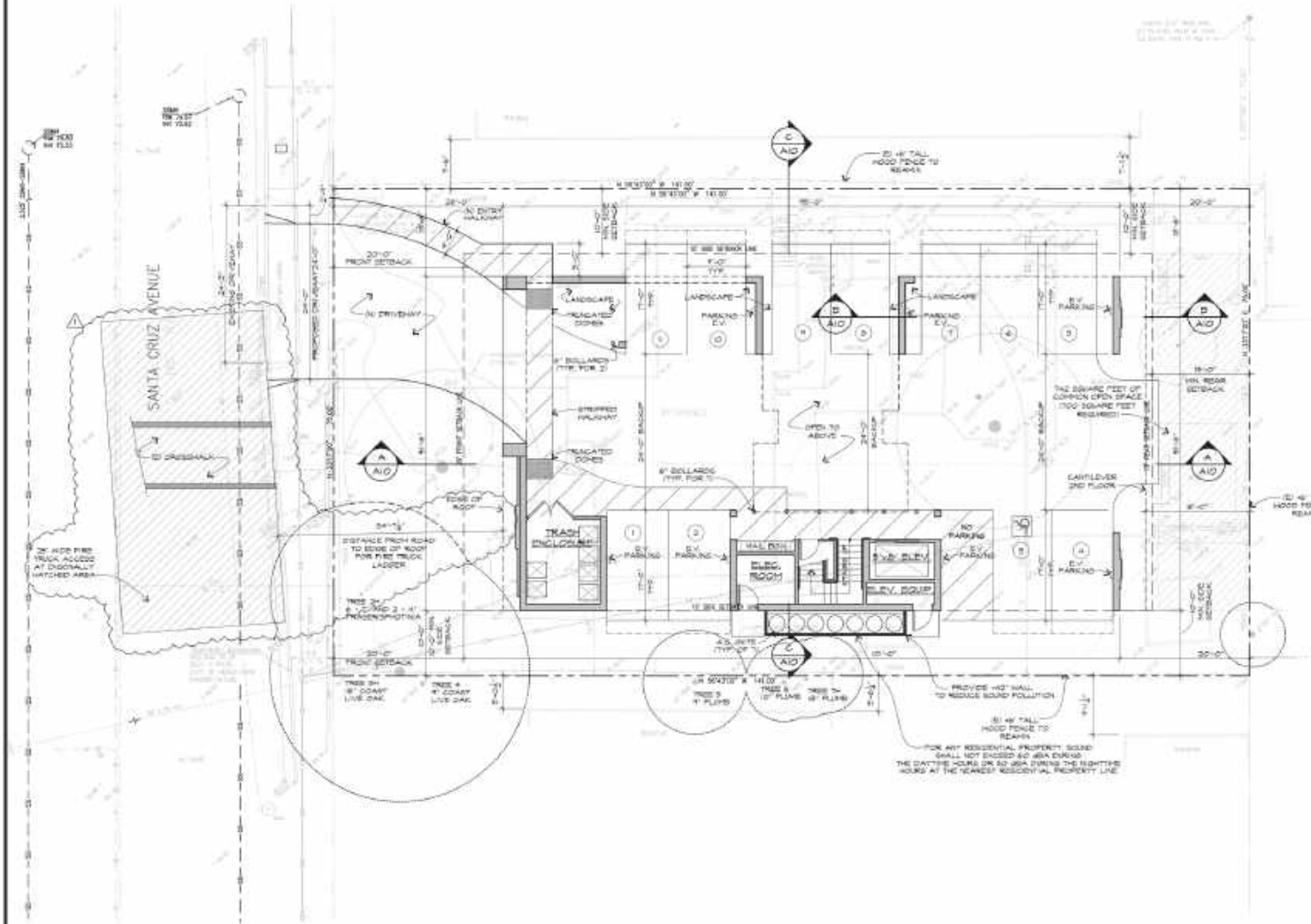
REVISION	DATE



MENLO FOREST APARTMENTS
MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94025

WILLIAM WOOD ARCHITECTS
 301 HARTZ AVENUE, SUITE 203
 DANNVILLE, CALIFORNIA 94526
 (925) 820-8233

DESIGN	
DRAWING	
DATE	
REVISION	
JOB NO.	
A0	
OF	SHEETS



SITE PLAN



RECYCLING NEW DEVELOPMENT ENCLOSURE SCHEDULE

Structure Enclosures should be built to allow for maneuvering of containers with single wheel drive containers. Enclosures should be designed to accommodate stacking compact, unit waste service, and any other (e.g., 4' x 8' metal) containers. If applicable, please note that Recology San Ramon County does not service 700 containers. The size of the enclosure should allow for the growth of mandated diversion programs and collection services.

Enclosure doors and hinges must be flush with the enclosure wall. Doors must open a minimum of 45 degrees allowing containers to be fully access to the ground during service.

The enclosure should also contain bump stops which are usually concrete or steel and which retained to help the enclosure from hitting and damaging the inside walls of an enclosure.

Drainage: Steel grades are equivalent however, in order to avoid damage they must not be placed directly in front of the enclosure. Vets your city's website for acceptable drainage advice.

Service: Trash service times may vary, but commercial properties collection can range from 8:00 am to 4:00 pm or 8:00 am to 4:00 pm. Recology Multi-Family divisions. Recology service for commercial and multi-family properties begins at 8:00 am. If containers are kept underground they will need to be brought for the street or into prior to the collection time listed above.

Clearance: Vertical clearance clearance of 80 feet is required for stacking containers.

Loading: Pallet and Height Limits: A concrete drive apron extending 20' x 20' from the enclosure ceiling engineered to withstand 60,000 lbs. Be advised there are weight limits for all containers, which vary by size and capacity. Commercial front-load containers by volume are heavier than standard household containers. As such, all containers must be placed on a level surface. They must be outside or partitioned in the collection area for small, medium or large containers. In addition, Recology cannot pull any container that is 5 cubic yards or larger, these containers fall under the same requirements as commercial front-load units.

Collection: Units do weigh approximately 60,000 lbs. units at full capacity, therefore, concrete retaining walls, curbs and along concrete curb approach to avoid more than normal wear at the service location. Trash service should be performed on a private road or street, a Release of Liability form must be signed prior to the approval of design and service.

Grade: The enclosure must be erected level or at a grade of less than 1%.

Location and Access: The enclosure must be at street level or within 80 feet from a public street or a paved roadway that is at least 10 feet wide. A turning radius of 40 feet is required for collection vehicles. For backup, a minimum of 100 feet (30 feet) is required and must be provided.

Containers that are housed underground will need to be brought to street-level for service. Recology can provide service containers with live bars and pneumatic wheels for a one-time fee.

Containers cannot be rolled off or parked up onto a curb. A driveway approach is required to roll containers from the curb onto the street for service.

Lighting: Consider installation of lights around the enclosure to allow adequate visibility in early morning hours. Lighting should not impede accessibility to enclosures or containers.

Crates: All crates must be equipped with a photo and/or video. Recology is unable to provide additional containers for use as a substitute when for containers are being serviced.

Storage: Recology will provide 600 parking spaces in the vicinity of the enclosure. Containers are not to be stacked on service area. Contact Recology for major compact and garage plans, which can be placed in enclosure to educate customers about the proper use of the containers.

Additional Fees: Contact Recology at 818-226-7000 for more information about the following services, which may result in additional fees.

REVISION	DATE
1	10-10-10
2	
3	
4	
5	
6	
7	
8	
9	
10	

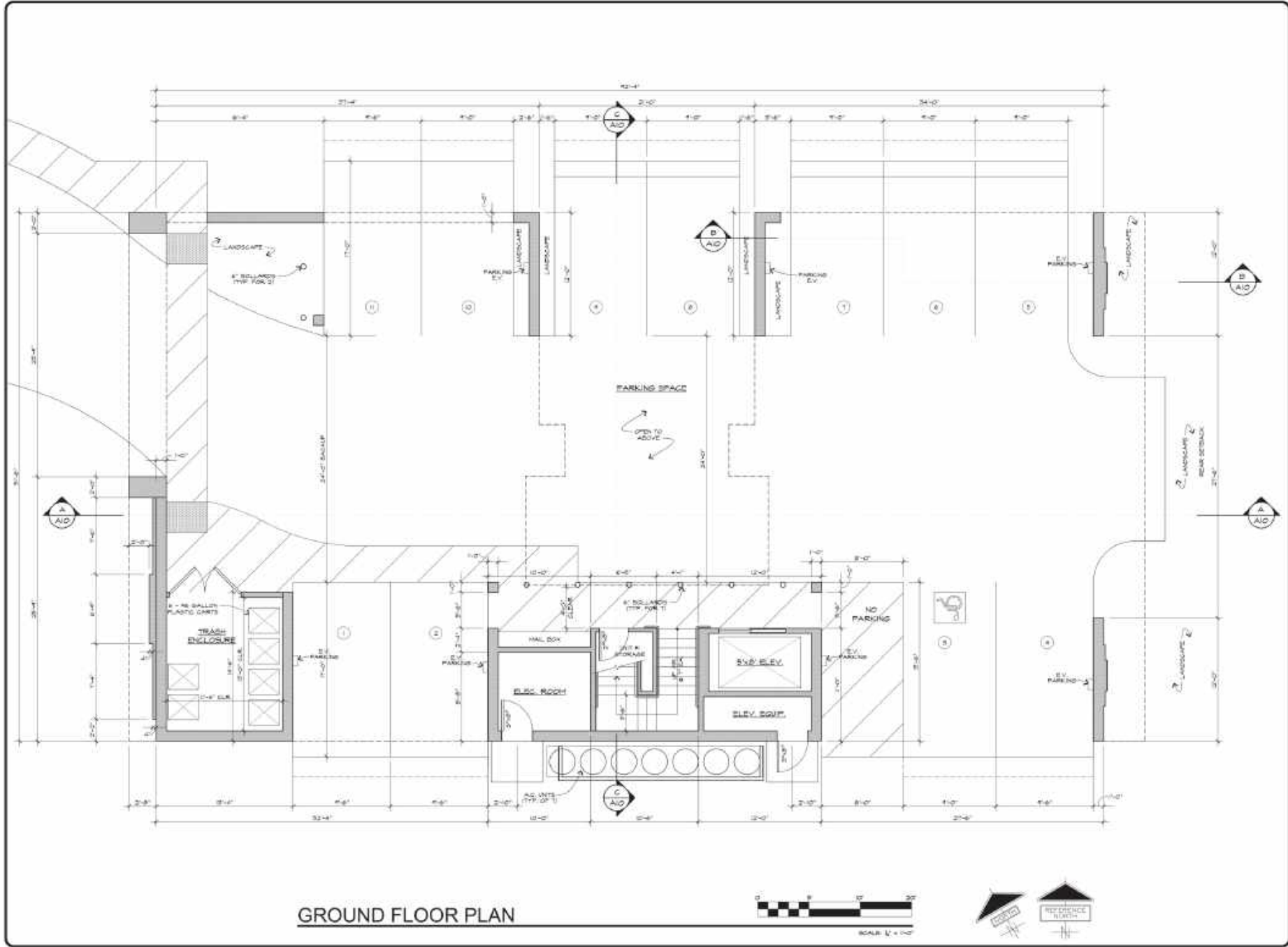


MENLO FOREST APARTMENTS
MENLO PARK, CA
985 SANTA CRUZ AVE.
MENLO PARK, CA 94025

WILLIAM WOOD ARCHITECTS
301 HARTZ AVENUE, SUITE 203
DANVILLE, CALIFORNIA 94526
(925) 820-8233

THIS PLAN AND ALL ATTACHED DOCUMENTS ARE THE PROPERTY OF WILLIAM WOOD ARCHITECTS. NO PART OF THIS PLAN OR ANY INFORMATION CONTAINED HEREIN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DESIGN	10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10
DATE	10-10-10



REVISION	DATE



MENLO FOREST APARTMENTS
MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94025

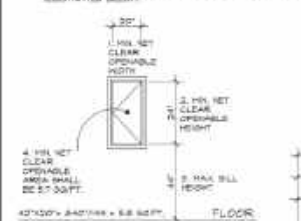
WILLIAM WOOD ARCHITECTS
 301 HARTZ AVENUE, SUITE 203
 DANNVILLE, CALIFORNIA 94526
 (925) 820-8233

THIS PLAN IS THE PROPERTY OF WILLIAM WOOD ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DRAWN J. J. CHECKED J. J. DATE 6.21.24 REVISION AS SHOWN JOB NO. 22-0000 SHEET A2	SHEET A2 OF SHEETS
--	-----------------------------

WIRELESS WINDOW DETAIL

WIRELESS WINDOWS SHALL COMPLY W/ ALL 4 CONDITIONS ILLUSTRATED BELOW:

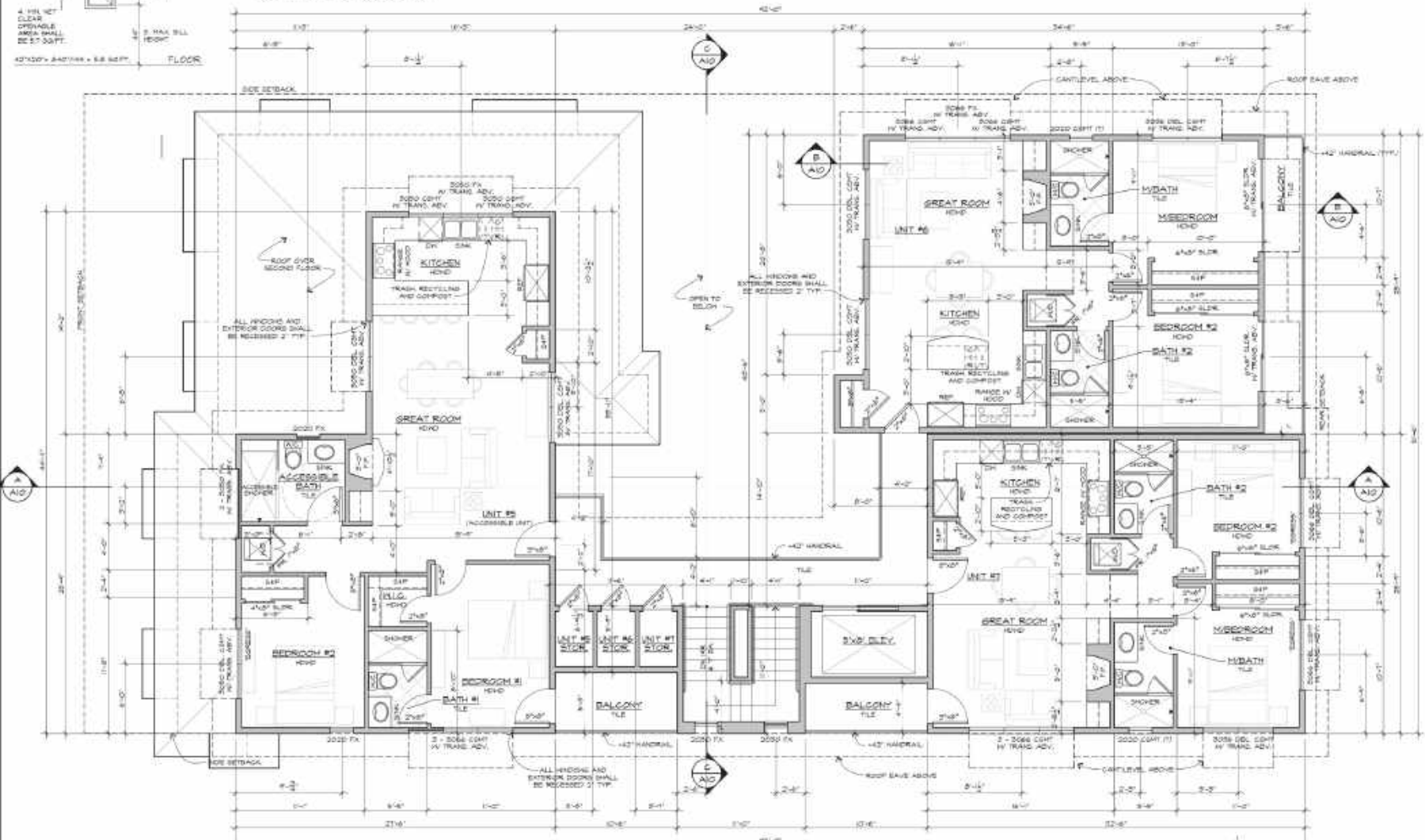


ESCAPE OR RESCUE WINDOWS SHALL HAVE A MINIMUM NET CLEAR OPENABLE AREA OF 5.7 SQ. FT. (0.83 M²). (EXCEPTION: THE MINIMUM NET CLEAR OPENING FOR EMERGENCY ESCAPE AND RESCUE WINDOW-LOOK OPENINGS SHALL BE 5 SQUARE FEET (0.46 M²). THE MINIMUM NET CLEAR OPENABLE HEIGHT DIMENSION SHALL BE 24 INCHES (610 MM). THE MINIMUM NET CLEAR OPENABLE WIDTH DIMENSION SHALL BE 20 INCHES (508 MM). THE NET CLEAR OPENING DIMENSIONS SHALL BE THE RESULT OF NORMAL OPERATION OF THE OPENING.

WIRELESS WINDOWS ARE PROVIDED AS A MEANS OF ESCAPE OR RESCUE. THEY SHALL HAVE A FINISHED SILL HEIGHT NOT MORE THAN 44 INCHES (1118 MM) ABOVE THE FLOOR. CBC SECTION 1008.2.

CONTRACTOR NOTE: CONTRACTOR SHALL BE RESPONSIBLE FOR COMPLIANCE WITH ALL CODED REQUIREMENTS.

NOTES:
SEE GENERAL NOTES ON SHEET A0



REVISION	DATE



MENLO FOREST APARTMENTS
MENLO PARK, CA
985 SANTA CRUZ AVE.
MENLO PARK, CA 94025

WILLIAM WOOD ARCHITECTS
301 HARTZ AVENUE, SUITE 203
DANVILLE, CALIFORNIA 94526
(925) 820-8233

THIS SET OF ARCHITECTURAL DRAWINGS IS THE PROPERTY OF WILLIAM WOOD ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DESIGNED BY	
DRAWN BY	
CHECKED BY	
DATE	
SCALE	
PROJECT NO.	
DATE	

A4

OF SHEETS



REAR ELEVATION (EAST)

SCALE: 1/4" = 1'-0"

EXTERIOR STUCCO NOTES:
ALL EXTERIOR STUCCO SHALL BE COMPLETED IN TEXTURES THAT ARE SMOOTH, SHINED, OR PRE-CORRUGATED.

BIRD PROOFING NOTES:
PROVIDE "BOLTY" 1/4" DIA. BIRD PROOF OUT BIRD SAFETY FILM AT ALL WINDOWS.



RIGHT ELEVATION (SOUTH)

SCALE: 1/4" = 1'-0"

REVISION	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



MENLO FOREST APARTMENTS
MENLO PARK, CA
985 SANTA CRUZ AVE.
MENLO PARK, CA 94025

WILLIAM WOOD ARCHITECTS
301 HARTZ AVENUE, SUITE 203
DANVILLE, CALIFORNIA 94526
(925) 820-8233

THIS ARCHITECT'S SEAL IS REQUIRED FOR ALL PROJECTS. IT IS THE ARCHITECT'S RESPONSIBILITY TO MAINTAIN THE SEAL IN GOOD STANDING AND TO RENEW IT AS REQUIRED BY THE BOARD OF ARCHITECTS.

DESIGN	WJ
DRAWING	WJ
DATE	6.21.24
REVISION	AS SHOWN
JOB NO.	24-0001
SHEET	WJ-01

A7

OF SHEETS



STREET SCAPE

SCALE: 1/8" = 1'-0"

REVISION	DATE



MENLO FOREST APARTMENTS
MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94025

WILLIAM WOOD
ARCHITECTS
 301 HARTZ AVENUE, SUITE 203
 DANNVILLE, CALIFORNIA 94526
 (925) 820-8233

THIS ARCHITECTURAL DRAWING IS THE PROPERTY OF WILLIAM WOOD ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DESIGN	
DRAWN	
CHECKED	
DATE	6.25.24
REVISION	
AS SHOWN	
JOB NO.	24-0001
CD NO.	000001

A8

OF SHEETS

[illegible]

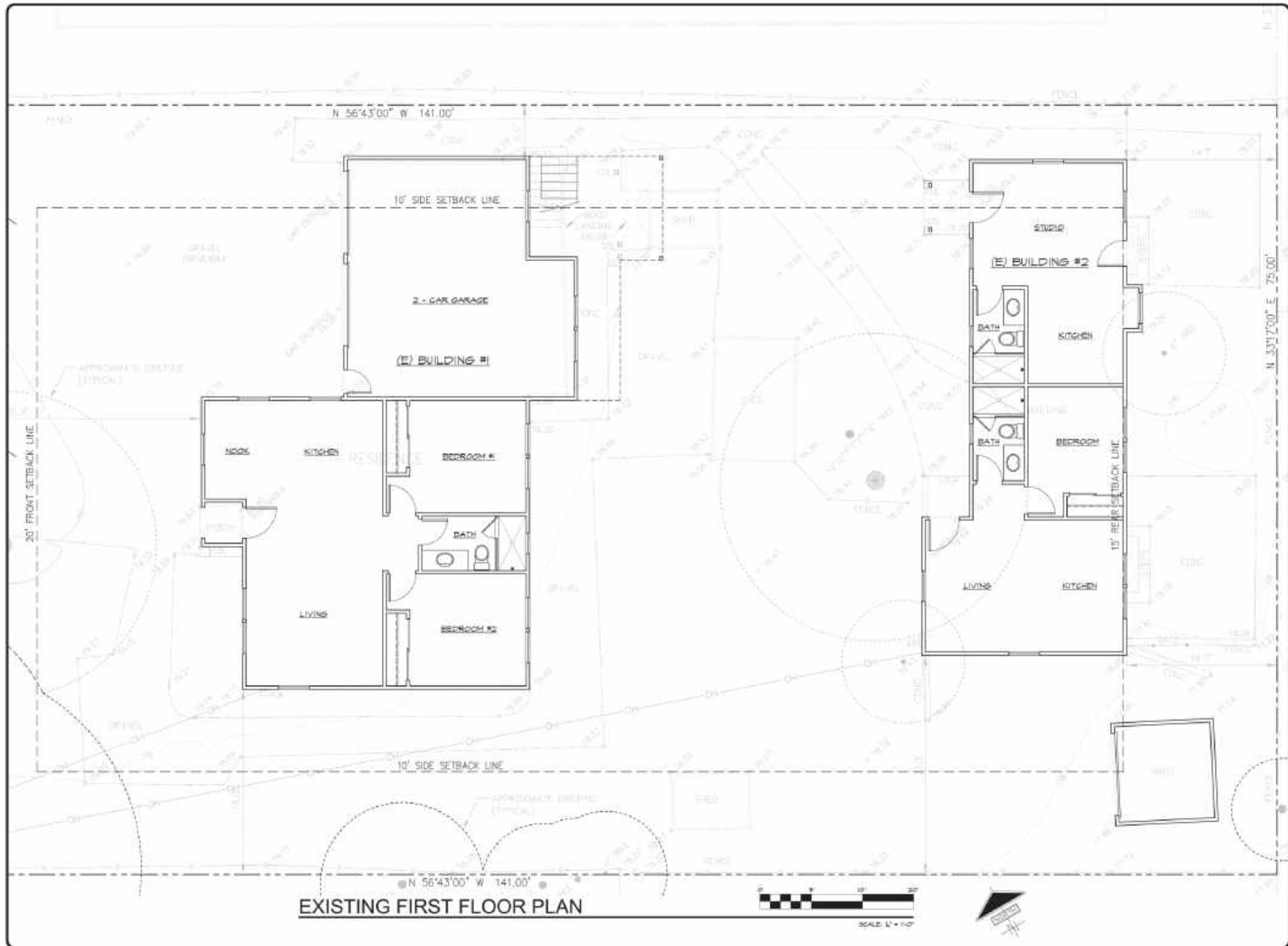
MENLO FOREST APARTMENTS
MENLO PARK, CA

985 SANTA CRUZ AVE.
MENLO PARK CA 94025

WILLIAM WOOD
ARCHITECTS
3301 Hartz Avenue, Suite 203
Danville, California 94526
(925) 820-8733

PRINT DATE: Jan 17, 2025 - 11:54am A/C-A/2 Exterior Elevations.dwg

DRAWN	JJ
CHECKED	WW
DATE	1-31-24
SCALE	AS SHOWN
JOB NO.	22.1043R
SHEET	A9



REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



MENLO FOREST APARTMENTS
MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94026

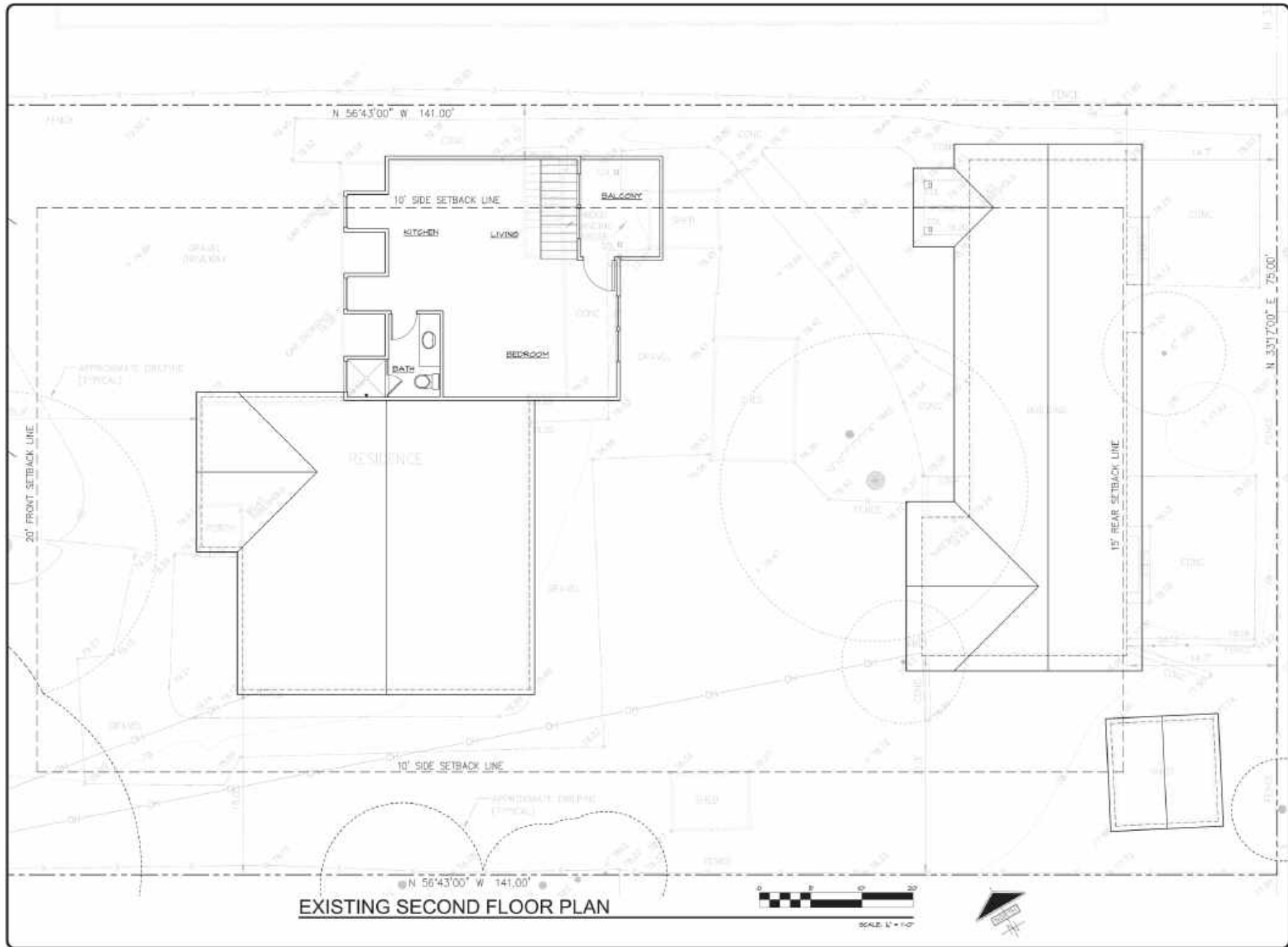
WILLIAM WOOD
ARCHITECTS
 301 HARTZ AVENUE, SUITE 203
 DANNVILLE, CALIFORNIA 94526
 (925) 820-8233

THIS ARCHITECTURAL DRAWING IS THE PROPERTY OF WILLIAM WOOD ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DESIGNED BY	WWS
DRAWN BY	WWS
CHECKED BY	WWS
DATE	6.21.21
REVISION	AS SHOWN
JOB NO.	22-1000
SHEET	1 OF 1

A14

OF SHEETS



REVISIONS	DATE
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



MENLO FOREST APARTMENTS
MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94026

WILLIAM WOOD
ARCHITECTS
 301 HARTZ AVENUE, SUITE 203
 DANNVILLE, CALIFORNIA 94526
 (925) 820-8233

THIS ARCHITECTURAL DRAWING IS THE PROPERTY OF WILLIAM WOOD ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF WILLIAM WOOD ARCHITECTS.

DESIGN	WJ
CHECKED	WJ
DATE	6.21.24
REVISION	AS SHOWN
JOB NO.	22-1040
SHEET	15 OF 15
A15	

OF SHEETS



FRONT (WEST) ELEVATION - BUILDING #1



LEFT SIDE (NORTH) ELEVATION - BUILDING #1



REAR (EAST) ELEVATION - BUILDING #1



RIGHT SIDE (SOUTH) ELEVATION - BUILDING #1

PICTURES OF EXISTING BUILDING #1



FRONT (WEST) ELEVATION - BUILDING #2



LEFT SIDE (NORTH) ELEVATION - BUILDING #2



REAR (EAST) ELEVATION - BUILDING #2



RIGHT SIDE (SOUTH) ELEVATION - BUILDING #2

PICTURES OF EXISTING BUILDING#2



REVISIONS	DATE



MENLO FOREST APARTMENTS
 MENLO PARK, CA
 985 SANTA CRUZ AVE.
 MENLO PARK, CA 94025

WILLIAM WOOD
 ARCHITECT
 301 Hartz Avenue, Suite 203
 Danville, California 94526
 (925) 820-8233

THIS IS AN ORIGINAL, UNPUBLISHED WORK AND MAY NOT BE REPRODUCED, REPRODUCED OR OTHERWISE USED WITHOUT WRITTEN CONSENT OF WILLIAM WOOD ARCHITECTS

DRAWN	JJ
CHECKED	WOW
DATE	1-31-24
SCALE	AS SHOWN
JOB NO.	22-1040R
SHEET	
A16	
OF	SHEETS

net use Aug 15, 2024 - 10:40am A16 Existing Floor Plan.dwg

Community Development



STAFF REPORT

Housing Commission

Meeting Date:

9/3/2025

Staff Report Number:

25-010-HC

Regular Business:

Review and provide feedback on the draft Anti-displacement Plan recommendations

Recommendation

Staff requests that the Housing Commission review and provide feedback on the proposed recommendations in the City's draft Anti-displacement Plan. (Attachment A)

Policy Issues

The City is committed to developing an Anti-displacement Plan with a particular focus on the Belle Haven neighborhood, as is outlined in both the City's approved 2023-31 Housing Element and Environmental Justice Element as *Program H2.E* and *EJ5.G*, respectively.

A focus on anti-displacement efforts is also a work plan goal included in the 2024-25 Housing Commission work plan. The work plan item is as follows:

Review current guidelines and highlight areas to the City Council where, procedurally, there can be an emphasis on anti-displacement efforts. To work on anti-displacement efforts, especially focused on naturally occurring affordable housing. To provide current residents with displacement and relocation information to prevent evictions and displacement and try to monitor the number of households being displaced and to provide them information about resources in accordance with Program H2.E of the 2023-2031 Housing Element Update. Create a collection of displacement experiences to "personalize" the impacts of displacement.

Background

Displacement occurs when people relocate from their homes or neighborhoods due to various factors that are beyond their control. Displacement can present itself in different forms including physical, economic, exclusionary or cultural displacement. Displacement factors can range from eviction from the home, rising housing costs, gentrification, poor building conditions or neighborhood redevelopment.

Past discriminatory practices like redlining, predatory lending and restrictive covenants have affected housing in the City and the neighborhood of Belle Haven. These practices have contributed to the economic gap between Belle Haven and the rest of Menlo Park with notable differences such as household income, home values, and educational attainment. With the significant rise of housing costs, residents of the Belle Haven neighborhood have faced greater displacement pressure over the past three decades.

By creating an Anti-displacement Plan, the City can work to mitigate displacement by adopting strategies that will help alleviate some of the pressures from the many facets of displacement. Anti-displacement was identified as a priority in both the City's approved 2023-31 Housing Element and Environmental Justice Element.

Current Anti-displacement efforts

The City recognizes that anti-displacement is an ongoing issue for the community. In efforts to address it, the following anti-displacement state and local regulations and programs are currently in place:

California Tenant Protection Act (AB 1482)

The Tenant Protection Act, also known as AB 1482, is a state mandate to provide statewide tenant protections. They include the following:

- Rent stabilization - As a tenant occupying a property for more than 12 months, monthly rent increases are limited to no more than twice a year at a rate of 5% plus Consumer Price Index (CPI) or 10%, whichever is lower.
- Just cause eviction - As a tenant occupying a property for more than 12 months, evictions must be for specific reasons such as failure to pay rent or lease violations. If the eviction is deemed at "no fault" of the tenant, they must be provided relocation assistance.
- Single family dwelling exemption – Certain types of properties are exempt from the rent stabilization and just cause eviction protection sections of AB 1482. This includes single family homes or condominium units with no corporate ownership. The reason that single family homes are exempt from AB 1482 is because it contains rent stabilization. There is a separate law, the Costa Hawkins Rental Housing Act the expressly forbids rent control or rent stabilization to single family homes. Many of the rental units in the Belle Haven neighborhood (70%) are single family homes and are therefore not protected under this act.

City efforts

- 12-month lease requirement - The City has an ordinance that requires a landlord of rental properties with four or more units to offer tenants an option to enter into a one year written lease. It is the tenant's choice if they want to enter into this length of term. A long-term lease not only provides greater stability but also helps ensure that tenants will be covered under AB 1482 in case of a potential eviction since the act only applies to those living at a property for a minimum of 12 months.
- Affordable housing production – As part of the City's Below Market Rate (BMR) housing program, the City has an inclusionary zoning ordinance, requiring that residential developments of five or more units set aside a certain percentage of units as affordable or pay a residential in-lieu fee. Also, the City has a commercial in-lieu fee, which requires payment of fees to the Below Market Rate (BMR) housing fund from non-residential projects exceeding 10,000 square feet of net new square footage. Commercial in-lieu fees are paid in place of providing actual BMR units in a proposed commercial development where residential is not allowed. Developers interested in building affordable housing in the City can apply for these funds to finance 100% affordable housing projects through the Notice of Funding Availability (NOFA) process.
- Housing Assistance Program - Administered by Samaritan House, this program provides a one-time financial assistance payment of up to \$5,000 to Menlo Park tenants earning less than 80% area median income (AMI) and experiencing financial hardship. The program was later expanded to increase the income eligibility to 150% AMI. The City's funds were fully utilized by early 2025, however Samaritan

House still operates the program using a variety of funding sources and Menlo Park residents are still able to utilize it.

- **Housing Preservation Program** – With two separate programs, the City has partnered with both Habitat for Humanity (Habitat) Greater San Francisco and Rebuilding Together Peninsula (RTP). The City provided \$1.2M to Habitat to administer a rehabilitation program for single family homes in Belle Haven. Habitat will provide a zero-interest loan to a low-income homeowner to rehabilitate their home. This program was recently expanded City-wide. RTP administers a grant program that provides smaller repairs and accessibility upgrades for low-income homeowners in Belle Haven. The City provided \$180,000 for the RTP program.

Metropolitan Transportation Commission (MTC) Grant

In early 2025, the City was awarded \$250,000 from the Metropolitan Transportation Commission (MTC) Transit-Oriented (TOC) Housing Policy grant. The grant program supports the development and adoption of housing policies that are focused on production, preservation and protection of affordable housing. The City's grant funding will be used towards the implementation of a rental assistance program and a legal assistance program. Per the grant timeline, the City has proposed to implement the rental assistance program by July 2026 and the legal assistance program by November 2026. These programs are intended to support the City's anti-displacement efforts.

Housing Element and Environmental Justice Element Programs

As the City prepared both its 2023-2031 Housing Element and Environmental Justice Element, it solicited feedback from the community in a variety of ways. This included a citywide community survey, tabling at pop-up events like farmers markets, and community meetings. Outreach also included a conscious focus to connect with the Belle Haven neighborhood, a traditionally lower income neighborhood. At meetings conducted with Belle Haven residents and community-based organizations, it was made clear that resident displacement and tenants' rights were a significant concern. From this, a need for an anti-displacement plan with stronger tenant protections was included in the Housing Element. Program H2.E requires the City to develop an anti-displacement plan. Table 1 below contains the program.

Table 1: Housing Element Program H2.E “Anti-Displacement Strategy	
Conduct outreach and meet the residents and organizations primarily in the Belle Haven neighborhood to develop an anti-displacement strategy that the City Council can adopt after review from the Housing Commission and Planning Commission. The strategy should reflect community engagement, potentially including research and tools such as community meetings, surveys and field visits in collaboration with local community organizations. It will include policies that could:	
a.	Increase housing quality while preventing evictions
b.	Consider neighborhood tenant preference for affordable housing
c.	Identify new sources of funding for anti-displacement efforts
d.	Develop localized anti-displacement programs that could accompany large-scale developments
e.	Provide deposit assistance, particularly for veterans
f.	Provide robust tenant education to connect tenants to housing supportive programs and ensure that tenants are aware of their rights and access to legal counsel by posting resources on the City's housing website and other media on an ongoing basis

g.	Inform tenants of opportunities for rental assistance, such as revolving loan funds or external funding sources. Consider continuation of funding beyond 2024 for the Menlo Park Housing Program to provide emergency financial assistance to lower income tenants and homeowners facing displacement risk for reasons not addressed by the tenant relocation assistance ordinance; identify potential funding sources and explore potential scale of rental assistance
h.	Expand Just Cause Eviction provisions beyond current law to include tenants of any tenure
i.	Increase the time of rental relocation assistance required to be paid by landlords
j.	Increase the required amount of relocation assistance provided by landlords to low and moderate income tenants whose tenancy is terminated for no-fault just cause
k.	Create an eviction monitoring and data collection program

An anti-displacement program designated as Program EJ5.G, below in Table 2, was added to the Environmental Justice Element along with Program EJ5.H, below in Table 3, a program focused on access to legal counsel.

Table 2: Environmental Justice Program EJ5.G “Anti-Displacement Strategy”	
Ensure that City's Anti-Displacement Strategy (Housing Element Program H2.E) supports households and neighborhoods in underserved communities, including identifying, acknowledging, and addressing racial disparities in the housing market. This will include consideration, at a minimum, the following:	
a.	Rental inventory of all dwelling units
b.	Updated or expanded rent control laws
c.	Rent increase mitigations, such as longer noticing requirements
d.	Community and tenant opportunities to purchase*
e.	Revised BMR guidelines allowing for deeper affordability (e.g., subsidies) *
f.	Expand relocation assistance for tenants*
g.	Just Cause Eviction protections regardless of tenant duration
h.	Strengthened anti-harassment ordinances*
i.	An examination of opportunities to limit additional fees passed to tenants like laundry, parking and utility costs

*The programs marked with an asterisk are identified as having similar language to other programs included in Program H2.E of the City of Menlo Park Approved 2023-2031 Housing Element.

Table 3: Environmental Justice Program EJ5.H “Access to Legal Counsel”	
As part of an anti-displacement program and to ensure stable housing, support increasing access to legal counsel for tenants facing eviction by conducting community outreach, education, and engagement to ensure renters are aware of this resource. Include progress reports on usage annually.	

Analysis

The Housing Commission is requested to provide feedback on the proposed strategy recommendations.

In addition, staff requests the Housing Commission provide any additional comments, suggestions or thoughts the Housing Commission would like to include for City Council consideration regarding the Anti-displacement Plan.

Through community outreach, interviews and research, the plan recommends five different strategies to implement. The Housing Element and Environmental Justice Element programs included approximately 20 suggested anti-displacement strategies for further evaluation. As part of additional community outreach in Fall 2024, additional strategies were suggested. In total, there are 23 different strategies. Because of the large number of suggested strategies, staff began the process to prioritize which of the strategies to pursue as part of an anti-displacement plan. For a list of all the strategies, please see Attachment B.

The Four Pillars or “4P’s”

The strategies were organized by “pillar”. Known as “The Three Pillars” or “3 P’s”, this concept represents the need to *produce* affordable housing, *preserve* existing affordable housing and *protect* vulnerable populations to address displacement. In addition to these three pillars, one additional pillar, known as “*Prosperity*”, or a fourth “P” was also added as a way to create a pathway to financial independence and empowerment for community members. Together, these four pillars or “4P’s” help guide the City’s anti-displacement plan. A detailed description of the Production, Preservation, Protection and Prosperity pillars, as well as the organization of the strategies by pillar has been included as Attachment B.

Methodology

As part of the evaluation and prioritization of the strategies, there were a number of considerations in trying to best discern which of the strategies would be recommended in the plan for immediate implementation. Some of the considerations included which of the strategies were of the highest priority to the community, the most effective in reducing displacement, the ease of implementation, and the financial and staffing resources necessary to implement the program. Strategies were also considered and reviewed if they generally provided shorter term or longer term relief or protections.

A program’s effectiveness can be measured through the number of people it could potentially impact, the amount of time/funding required to implement it, and how it could affect displacement that may be currently occurring. While each strategy has its own degree of effectiveness, it is important to prioritize them into a plan that can be manageable and attainable for the City. A three-prong approach was used including outreach and engagement with residents, interviews with experts and stakeholders and research on displacement prevention.

Community outreach

One of the key approaches to the plan was to identify which of the community-identified strategies were the highest priority or most important to the community. To engage the community, the City held two community meetings in November 2024, one of them exclusively in Spanish, to receive resident feedback. All the presented strategies came from both the Housing Element and Environmental Justice Element, and additional strategies provided by City’s consultant, The Housing Endowment and Regional Trust of San Mateo County (HEART). Each strategy was listed along with its definition/description and potential advantages and disadvantages. Attendees voted on which strategies they preferred and were given the opportunity to provide additional programs and policies not listed that they felt may also be effective in implementation. In preparation for the community meetings, bilingual postcards with meeting information

were sent to each residence in the Belle Haven neighborhood and surrounding multifamily developments, bilingual electronic notices were posted in City facilities, and in-person outreach events were undertaken.

In addition, for those who could not attend the meetings, a bilingual community survey was released in the Spring 2025. In anticipation of the survey, bilingual postcards with a QR code to the survey were mailed to each residence in Belle Haven, City staff tabled City events with the survey, group presentations were given to Belle Haven community groups, electronic ads were posted at City facilities, and articles were included in the City newsletter.

Between the community meetings and survey, there were approximately 30 participants. Based on the participation feedback, the following strategies were identified and are listed by the highest priorities:

- Consider neighborhood tenant preference for affordable housing;
- Develop localized anti-displacement programs to large-scale developments;
- Affordable housing production; and
- Purchase and preservation of existing housing.

Interviews with experts and community stakeholders

City staff, along with its consultant, conducted 15 interviews with experts and community stakeholders. Experts included researchers and practitioners in anti-displacement. Community stakeholders included organizations within the Belle Haven neighborhood. Each interviewee was given the list of strategies and based on their experience, which of the strategies they would prefer. The responses were wide ranging, however the strategies receiving the most support included:

- Rental assistance, including deposit help and emergency housing funds (some assistance for homeowners, too) and
- Improved multilingual outreach to increase awareness and trust.

Other items to consider included:

- Navigator or technical assistance from local, community-based staff;
- Increased City staffing and direct presence in community;
- Need for emergency repair or housing cost support for homeowners;
- Support for homeownership pathways, such as rent-to-own and affordable ownership models; and
- Concern about vacant homes and the need for policies to address them.

Literature review and research

Staff also conducted online research about anti-displacement. Research was done on best practices in anti-displacement and on each individual strategy in terms of effectiveness in reducing or preventing displacement as well as other factors. In summary, there is not one or two strategies that would “resolve” the displacement issue but to be effective, a number of strategies must be in place.

There were some key research publications used heavily in the preparation of the anti-displacement plan. There is not much research on anti-displacement best practices however one publication, “White Paper and Anti-Displacement Strategy Effectiveness” by Karen Chapple and Anastasia Loukaitou-Sideris, February 28, 2021 has been often cited by other government agencies and papers when researching anti-

displacement. The study provided valuable information on many of the strategies. And recently, two publications on eviction numbers and data about evictions were released by the Stanford Law Clinic and the Bay Area Housing Finance Agency (BAHFA). The Stanford Law Clinic prepared a study, “Evictions in San Mateo County 2019/2023” compared 2019 eviction rates to 2023 rates. It has been included as Attachment C. Specifically citing from the study, it showed some significant findings:

1. In 2023, approximately 85% of evictions were based on late or non-payment of rent.
2. Less than 5% of San Mateo County tenants had legal representation in 2023 while approximately 93% landlords had legal representation.
3. With some legal counseling (not legal representation), tenants were much more successful in contesting their eviction.

The BAHFA study, “Evictions in the Nine-County Bay Area”, studied all nine counties in the Bay Area. Their findings were similar to the Stanford Law Clinic study. While these studies solely focused on evictions, evictions can be a good bellwether or measure for displacement in general. In the BAHFA study, it points out that, based on national research, informal evictions are three to four times greater than formal evictions. These publications provided data and information that supported the City’s MTC grant for a rental assistance program and a legal assistance program. It also helped substantiate the plan recommendation to implement the two programs. The BAHFA study has been included as Attachment D.

Recommendations

The proposed Anti-displacement Plan includes recommendations on the strategies based on the results of the feedback received from the community outreach, interview with experts/stakeholders and literature review and research. The recommendations are mostly focused on strategies that would provide some protections in the shorter term for current residents. This plan is a start for the City’s efforts to reduce displacement and keep residents in their homes and community. The City will continue to pursue additional strategies in the future. Please note that those strategies not recommended do not signify that they will not be considered in the future or preclude implementing those strategies in the future. It is only that the recommended strategies be implemented in the immediate future.

The proposed recommendations are as follows:

1. Additional funding for Rental Assistance – As mentioned, approximately 85% of evictions cases were for late or non-payment of rent. This will provide protection in helping to avoid eviction.
2. Establishment of a Legal Assistance Program – Data shows that even some legal counseling, let alone actual representation, significantly improves a tenant’s ability to successfully contest an eviction.
3. Extending AB 1482/Expansion of Just Cause Evictions – Already in place with the State, the plan proposes to extend the protection past the State expiration date of 2030. The plan recommends that a local ordinance be adopted with the AB 1482 protections without an expiration date. This recommendation also recommends applying the just cause provisions of AB 1482 to single family dwellings. This can be achieved by removing the rent stabilization requirements from the local ordinance. Lastly this recommendation would require that landlord submit eviction notices to be to

the City.

4. Establishment of a Tenant Anti-harassment Ordinance – The ordinance would help mitigate unreasonable, abusive or coercive landlord behavior to influence a tenant to vacate a unit. MTC recently release an anti-harassment model ordinance template for jurisdictions to use. The City could use the template to facilitate the implementation of an ordinance to provide additional tenant protection.
5. Expand the Preservation Program – This recommendation is already partially implemented in that the City has a single-family rehabilitation program in Belle Haven for eligible households. However, to help residents stay, additional efforts could be implemented to provide ownership opportunities and rehabilitation of multi-family units for long term affordability opportunities.

While setting strategies will help provide immediate relief to those facing potential displacement, establishing long term strategies is also important in developing the City's Anti-displacement Plan. These include the following:

1. Establishment of a rental registry (Long term) - A rent registry provides data on rental units in the City. Landlords would be required to submit rental information on their units such as rent charged. While it may take some time to create, a database of rental units in the City could increase visibility into market conditions and help track conformity in a potential rental stability program (i.e. it would provide date to review if rent increases did not exceed beyond what is mandated by the rent stabilization). While a valuable tool, it does not provide direct tenant protections.
2. Workforce Development (Long Term) - Creating a workplace development program could create opportunities for financial independence, advancement and empowerment with a direct impact on the Belle Haven community. This would help address one of the historic disparities in Belle Haven.

Next Steps

The remaining schedule for the preparation of the Anti-displacement Plan includes:

City Council study session- September 2025

Draft plan released – mid November 2025

Housing Commission Review – December 2025

Planning Commission Review – December 2025

Rental Assistance Program Implementation – July 2026 (Per MTC application)

City Council adoption – January 2026

Legal Assistance Program Implementation – September 2026 (Per MTC application)

Impact on City Resources

The funding for any proposed anti-displacement programs would be evaluated through a separate process and could occur through a combination of general fund, special funds and/or grant monies to support the range of activities. The City has received \$250,000 from a TOC grant for a rental assistance program and a legal assistance program. As part of the grant, the jurisdiction must provide a minimum of \$300,000 over 4 years for each program.

Environmental Review

This action is not a project within the meaning of the California Environmental Quality Act (CEQA) Guidelines §§15378 and 15061(b)(3) as it will not result in any direct or indirect physical change in the environment.

Public Notice

Public notification was achieved by posting the agenda, with the agenda items being listed, at least 72 hours prior to the meeting.

Attachments

- A. City of Menlo Park draft Anti-Displacement Plan Executive Summary
- B. Strategies by Pillar
- C. Stanford Law Clinic “Evictions in San Mateo County 2019/2023”, February 2025
- D. Bay Area Housing Finance Agency, “Evictions in the Nine-County Bay Area”, July 2025

Report prepared by:

Arianna Milton, Management Analyst I

Report reviewed by:

Tim Wong, Housing Manager

DRAFT EXECUTIVE SUMMARY

Displacement occurs when individuals or families leave their homes due to rising housing costs, redevelopment, or other external pressures. It is rarely caused by a single factor, but rather by a combination of long-standing structural inequities and current economic forces that disproportionately affect low-income households and communities of color. In Menlo Park, these pressures have intensified over the last 30 years, from increased housing demand and raised costs have contributed to the ongoing displacement of longtime residents, particularly in neighborhoods like Belle Haven.

Belle Haven is identified as the area of Menlo Park most at risk of displacement. Originally developed during World War II for working-class families, over the past decades, the neighborhood was shaped by discriminatory lending practices and exclusionary restrictions. Today, in addition to being geographically separated from the rest of the city, disparities remain in Belle Haven. Its residents earn less, home values are less than other parts of the City and there is a lesser rate of homeownership in the neighborhood. The table below shows the continuing disparities between Menlo Park and Belle Haven as of 2023, which cause residents of Belle Haven to be more vulnerable to displacement.

Disparities between Menlo Park and Belle Haven

	Menlo Park	Belle Haven
Median Income	\$206,588	\$149,699
Median Home Value	\$2M	\$1.1M
Median Rent	\$3,156	\$3,252
Race	52% White, 48% Persons of Color	10% White, 90% Persons of Color
Owners	55%	45%
Renters	45%	55%
Household Size	2.7	3.5
Education (Bachelor or Higher)	73%	38%

Source: 2023 ACS 5 Year Data.

*Using census tract 6117 data for Belle Haven.

This Anti-displacement Plan outlines and evaluates a range of programs and policies that aim to preserve affordability, protect tenants, and promote housing stability. Developed in alignment with the City's Housing Element and Environmental Justice Element, it draws

from community priorities and expert input to identify the most effective tools for preventing displacement and ensuring that residents can remain and thrive in their neighborhoods. During the Housing Element and Environmental Justice community outreach, a number of anti-displacement strategies were proposed by the community. During the preparation of the plan as well as subsequent outreach, a total of 23 strategies were reviewed as part of the plan.

Methodology and Approach

Because of the number of strategies and to better organize the plan, the strategies were categorized into the “four Ps” in anti-displacement efforts. These “Ps” refer to Production, Preservation, and Protection of housing. A fourth “P” was added for Prosperity. The four “Ps” or pillars are designed to strengthen the community against displacement.

To prioritize the many anti-displacement strategies identified, the City conducted extensive community outreach, interviewed experts and stakeholders and reviewed best practices. The strategies in this plan reflect those most supported by the community through the Housing Element, Environmental Justice Element, and additional outreach, as well as those backed by expert input and research. These actions mark the beginning of a broader, ongoing effort to prevent displacement and will continue to evolve over time.

This plan was shaped through a three-pronged approach:

1. Belle Haven neighborhood and community outreach
 - a. Two community meetings
 - b. Survey
2. Expert and stakeholder interviews
 - a. 12 total interviews were held with:
 - i. Belle Haven community organizations (5),
 - ii. legal assistance providers (2),
 - iii. anti-displacement researchers and practitioners (4), and
 - iv. business representatives (1).
3. Review of research on displacement and best practices

As part of this process, each strategy was also evaluated for its potential benefits and drawbacks and reviewed if the strategy could provide shorter or longer term relief or protections. For example, affordable housing production could be considered a long term strategy as the construction of new affordable housing has a long timeline from concept to built units as well as providing long term affordability. A rental assistance program could be considered a short term strategy as the assistance would only keep the tenant in the unit for a shorter period. This analysis helped inform the prioritization of strategies that offer the most immediate relief, while also setting the stage for longer-term solutions to be layered in over time.

Recommendations

In evaluating the information collected from all the resources, the plan concluded that both short term and long term strategies must be pursued to effectively prevent displacement. However, the plan emphasizes implementing more short term measures to provide protections to current residents sooner. The following strategies are recommended to be included in the plan.

1. Rental Assistance (Short Term)
 - a. Over 85% of evictions in San Mateo County in 2023 were for nonpayment of rent. Rental assistance, especially when easily accessible, can prevent displacement before it escalates to eviction.
2. Legal Assistance Program (Short Term)
 - a. Tenants are represented in less than 5% of eviction cases, while landlords almost always are about 85% of the time. Legal support, even limited counseling, significantly improves outcomes.
3. Just Cause Eviction Protections (Short Term)
 - a. Extending just cause protections beyond the State mandated expiration date of 2030 would provide protection into the future. Applying the just cause eviction protections to single-family homes, currently excluded, would particularly benefit Belle Haven, where approximately 70% of the homes are single family. Lastly, requiring eviction notices to be submitted to the City. This would improve transparency and assist in data collection.
4. Tenant Anti-Harassment Ordinance (Short Term)
 - a. Menlo Park currently lacks an anti-harassment ordinance. A locally tailored version, using a model ordinance, would offer clearer protection and quicker implementation.
5. Preservation Program Expansion (Long Term)
 - a. Expanding the City's preservation efforts, including rehabilitation programs for multi-family projects, can help stabilize existing housing. Tools like Tenant Opportunity to Purchase or Community Opportunity to Purchase Acts (TOPA/COPA), Community Land Trusts (CLT), and targeted funding should be explored.

Other strategies to consider:

1. Rental Registry (Long Term)
 - a. A rental registry tracks ownership, rents, and unit information to improve transparency and monitor compliance with local policies. It does take some time to develop a registry. And while it does not prevent displacement directly, it is a valuable long-term data tool in support of rent stabilization and just cause eviction ordinances.

2. Workforce Development (Long Term)

- a. Supporting financial empowerment through living wages, local hiring, and workforce programs was a recurring theme. These types of programs do take a longer time to implement and establish. However, these efforts help stabilize households and reduce economic pressure over time.

ATTACHMENT B. Strategies by Pillar

Production	Preservation	Protection	Prosperity
Efforts that boost the production of affordable housing and provide opportunities for families to stay in Menlo Park.	Policies and programs that maintain the affordability of existing housing stock, preventing displacement.	Programs pertaining to tenants' rights, legal assistance, rental assistance, and other programs that protect residents from displacement.	Measures that enhance employment prospects, provide job training and create pathways for upward mobility, so that residents can afford to live in Menlo Park.

Review of Anti-displacement Strategies

Separated out by pillar, an overview of each strategy has been included, and includes the advantages and disadvantages of each, an assessment as to whether the strategy can be effective in the short term (<12 months) to immediately address displacement.

For quick reference, those strategies highlighted in green are strategies already implemented by the City.

Production Strategies

PRODUCTION			
		Advantages	Disadvantages
1.	Increase Affordable Housing Production	<ul style="list-style-type: none"> • Promotes affordable housing • Guarantees long term affordability • Resource optimization of public lands 	<ul style="list-style-type: none"> • Requires extensive funding • Production of inclusionary units dependent on market conditions
2.	Explore changes to BMR Requirements	<ul style="list-style-type: none"> • Update of current policy could provide for development of more affordable units 	<ul style="list-style-type: none"> • Requires new nexus/feasibility study • May disincentivize development

Preservation Strategies

PRESERVATION			
		Advantages	Disadvantages
	Purchase and Preservation of Existing Housing	<ul style="list-style-type: none"> • Converts market rate housing to permanently affordable housing • Promotes long-term affordability 	<ul style="list-style-type: none"> • Requires significant funding and qualified organizations to maintain properties
4.	Community and Tenant Opportunity to Purchase Act (COPA/TOPA):	<ul style="list-style-type: none"> • Gives tenants an advantage in the purchase process • Converts market rate housing to affordable housing 	<ul style="list-style-type: none"> • Time consuming • Reliant on purchase funds and building tenant/non-profit capacity
5.	Home Repair/Renovation Program	<ul style="list-style-type: none"> • City has already made financial commitments 	<ul style="list-style-type: none"> • Potential funding from City would be limited

Protection Strategies

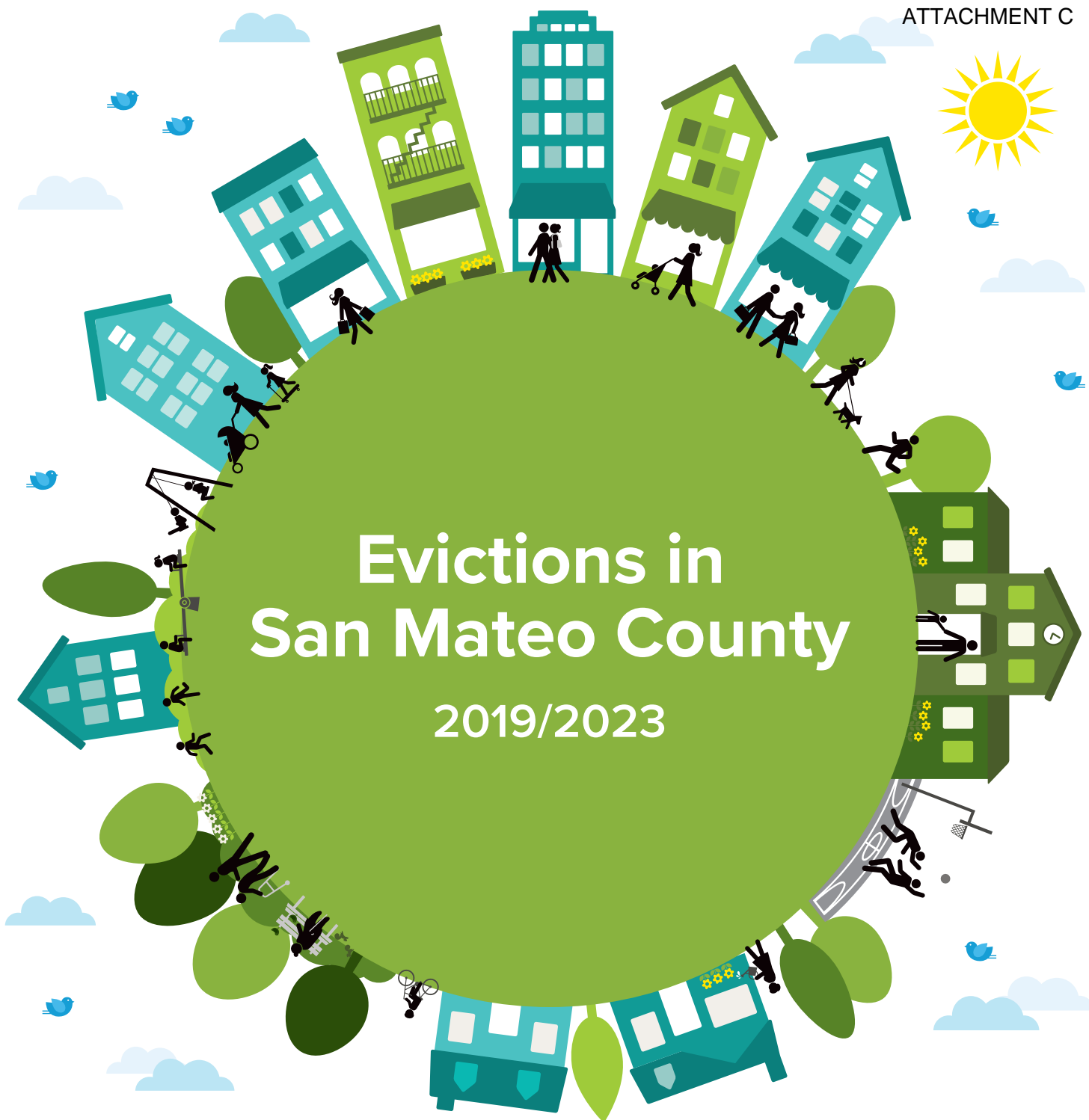
PROTECTION			
		Advantages	Disadvantages
6.	12-Month Lease Ordinance	<ul style="list-style-type: none"> • Builds on existing ordinance that could reach large number of residents • Increased stability through longer leases 	<ul style="list-style-type: none"> • May face landlord opposition
7.	Just Cause Eviction Ordinance	<ul style="list-style-type: none"> • Could be implemented by ordinance • Local ordinance could be extended to single family homes 	<ul style="list-style-type: none"> • May face landlord opposition
8.	Strengthen Tenant Anti-Harassment Ordinance	<ul style="list-style-type: none"> • Advocate and renter support 	<ul style="list-style-type: none"> • May face landlord opposition

PROTECTION			
9.	Provide Legal Assistance to Tenants	<ul style="list-style-type: none"> • Assistance can prevent eviction 	<ul style="list-style-type: none"> • May face landlord opposition
10.	Updated or Expanded Rent Control/Rent Stabilization	<ul style="list-style-type: none"> • Large impact on tenants; reduce displacement of current residents 	<ul style="list-style-type: none"> • May face landlord opposition • Establishment of rent board may be required. • A rental registry would need to be included to be effective • Does not apply to single family rentals per State law
11.	Foreclosure Prevention/Mortgage and Rental Assistance	<ul style="list-style-type: none"> • Payments can prevent eviction and displacement 	<ul style="list-style-type: none"> • Higher amount of funding may be needed • May potentially assist a small number of households
12.	Deposit Assistance, particularly for Veterans	<ul style="list-style-type: none"> • VA and other veteran organizations provide assistance 	
13.	Modifications to Tenant Relocation Assistance	<ul style="list-style-type: none"> • Implemented through ordinance and relocation assistance is paid by landlords 	<ul style="list-style-type: none"> • May face landlord opposition • Enforcement required • May potentially assist only a small number of tenants
14.	Rental Registry/Inventory	<ul style="list-style-type: none"> • Examples in surrounding cities like East Palo Alto • Program is essential to understanding the rental market/rent stabilization • Helps identify patterns of non-compliance or concerning landlord practices 	<ul style="list-style-type: none"> • May face landlord opposition • Potentially time consuming to implement registry • Privacy concerns may also be raised. • Limited usefulness when not paired with rent stabilization
15.	Develop localized anti-displacement programs to large-scale developments	<ul style="list-style-type: none"> • Programs and funding can be created to address direct and indirect displacement • Protects existing tenants 	<ul style="list-style-type: none"> • Requires project by project implementation and a possible nexus study to correlate between project and indirect displacement
16.	Create an eviction monitoring and data collection program	<ul style="list-style-type: none"> • Can be a metric for measuring displacement and impact of anti-displacement strategies 	<ul style="list-style-type: none"> • Increased staff time to collect and monitor data • Data may be difficult to gather
17.	Consider neighborhood tenant preference for affordable housing	<ul style="list-style-type: none"> • Creates a higher likelihood that local tenants will be able to access new, affordable housing 	<ul style="list-style-type: none"> • Would require an evaluation of the fair housing implications • City wide preference less likely to raise fair housing concerns

PROTECTION			
			<ul style="list-style-type: none"> • Could impact the speed of tenant placement
18	Increase multi-lingual information and outreach about tenant protections	<ul style="list-style-type: none"> • Can reach large number of residents at a relatively low cost • Increase awareness in available resources and programs 	<ul style="list-style-type: none"> • Increased staff time
19.	Identify new sources for anti-displacement efforts	<ul style="list-style-type: none"> • Ongoing effort for staff 	<ul style="list-style-type: none"> • None identified at this time
20.	Examining Limiting Fees for Tenants Like Laundry, Parking and Utility Costs	<ul style="list-style-type: none"> • Provides transparency and predictability 	<ul style="list-style-type: none"> • Has not been implemented so no best practices or examples

Prosperity Strategies

PROSPERITY			
		Advantages	Disadvantages
21.	First Time/First Generation Homebuyer Downpayment Assistance	<ul style="list-style-type: none"> • Allows legacy residents to remain • Can help build intergenerational wealth 	<ul style="list-style-type: none"> • May only benefit smaller group of people • Additional funding needed • High cost per household
22.	Financial Planning Education and Tutoring	<ul style="list-style-type: none"> • Increase awareness in available resources and programs 	<ul style="list-style-type: none"> • Securing funding and engagement barriers.
23.	Building Pathways to the Tech Economy/Workforce Development	<ul style="list-style-type: none"> • Direct assistance to Belle Haven community 	<ul style="list-style-type: none"> • Funding/political hurdles if funding is minimal



Research & Analysis by:
Juliet M. Brodie, Professor of Law & Clinic Director
Lauren N. Zack, Lecturer in Law & Clinical Supervising Attorney

MillsLegalClinic

StanfordLawSchool

Community Law Clinic

Prepared on Behalf of:



Evictions in San Mateo County

2019 & 2023



COMMUNITY
LEGAL SERVICES
IN EAST PALO ALTO



February 2025

Research & Analysis by



Juliet M. Brodie, Professor of Law & Clinic Director
Lauren N. Zack, Lecturer in Law & Clinical Supervising Attorney

THE SPONSORING ORGANIZATIONS

The Legal Aid Society of San Mateo County (Legal Aid SMC) and Community Legal Services in East Palo Alto (CLSEPA) are two private legal aid organizations providing free legal services to low-income residents of San Mateo.¹ Each organization includes services to tenants facing unlawful detainer among their priorities, providing a range of full representation, limited assistance at various phases of eviction proceedings, and general advice to tenants at risk of eviction. In the calendar year 2024, Legal Aid SMC provided some form of legal services to more than 825 tenant households; in 2023 CLSEPA closed 800 housing matters for clients.

The Stanford Community Law Clinic (CLC) is one of ten clinics that comprise the Mills Legal Clinic at Stanford Law School. Law students enrolled in CLC are certified law students pursuant to governing California Rules of Court, and, under supervision of licensed attorney-instructors, represent low-income tenants in San Mateo County in eviction matters when CLC is in session (during the academic year). Hewing to the best practices of clinical legal education, CLC's docket is small. In calendar year 2024, CLC students under supervision represented approximately 20 tenant households in eviction matters in San Mateo County. CLC representation is fulsome in scope.

Taking advantage of the clinical instructor capacity for research and access to Stanford research resources, including students in addition to CLC students, CLSEPA, Legal Aid SMC and CLC elected to undertake the present modest study to compare the evictions in San Mateo County in 2019 to those in 2023.

The authors of this report are Juliet Brodie, Professor of Law and CLC Director, and Lauren Zack, Lecturer in Law and CLC Clinical Supervising Attorney.¹

¹ Across their various program areas, each organization also serves some residents in Santa Clara County.

EXECUTIVE SUMMARY

Researchers at Stanford University studied the complete universe of residential unlawful detainer (eviction) filings in San Mateo County for calendar years 2019 and 2023, the first full year before and after COVID-19-related moratoria and rental assistance were in place. Key findings include:

- The number of evictions filed in 2023 returned to pre-pandemic level.
- Most evictions are based upon alleged nonpayment of rent.
- Most landlords are represented by counsel and most tenants are not, with the rate of landlord representation increasing from 2019 to 2023.
- Most landlord-plaintiffs are business entities rather than individuals, and the percentage of entity plaintiffs rose significantly from 65% in 2019 to 75% in 2023.
- The percentage of cases that ended in judgment (including default judgment, and as opposed to dismissal), decreased from just over 50% in 2019 to 44% in 2023.
- The rate at which writs of possession were issued in both years was dramatically lower in cases in which the defendant-tenant appeared than in cases where the defendant-tenant defaulted.
- The rate of judgment against defendant in both years was dramatically lower in cases in which the defendant-tenant appeared than in cases where the defendant-tenant defaulted.

Table of Contents

THE SPONSORING ORGANIZATIONS	2
EXECUTIVE SUMMARY	3
INTRODUCTION	5
FINDINGS	6
BASIC FINDINGS	7
1. Total Number of Cases Filed	7
2. Basis for the Cause of Action	8
3. Representation of Parties	10
4. Rate of Default Judgments	11
5. Nature of Plaintiff	12
6. Geographic Distribution.....	13
RESPONDING TENANT DATA.....	14
1. Dispositions	15
2. Stipulations.....	17
3. Writs of Possession Issued	18
OPPORTUNITIES FOR FURTHER ANALYSIS	19
ACKNOWLEDGMENTS.....	24

Table of Figures

Figure 1 – Total UD's Filed	7
Figure 2 – Statewide UD Filings.....	8
Figure 3 - Basis for Termination (Raw Numbers)	9
Figure 4 – Basis For Termination (percentages)	10
Figure 5 – Percentage of Cases with Represented Landlords and Unrepresented Tenants.....	11
Figure 6 – Decrease In Default Judgments	12
Figure 7 – Plaintiff as Entity versus Plaintiff as Individual, 2019 vs 2023.....	13
Figure 8 – Combined (2019 & 2023) Heat Map.....	14
Figure 9 – 2019 Case Dispositions	15
Figure 10 – 2023 Case Dispositions.....	16
Figure 11 – Percentage of Cases that Resolved with a Stipulation	18
Figure 12 – Percentage of Cases with Writs of Possession Issued	19
Figure 13 – Data Features Captured for Each Case	23

INTRODUCTION

To understand trends in San Mateo County’s unlawful detainer cases, two legal services organizations – Community Legal Services in East Palo Alto (CLSEPA) and the Legal Aid Society of San Mateo County (Legal Aid SMC) – partnered with the Community Law Clinic of Stanford Law School’s Mills Legal Clinic to analyze two complete years’ records of unlawful detainer cases filed in San Mateo County, California. Calendar years 2019 and 2023 were selected because they are respectively (a) the last full year before any COVID-19-related moratoria and rental assistance programs were in place, and (b) the first full year after relevant moratoria had expired. Also importantly, 2023 was the first year during which California’s Tenant Protection Act of 2019 (“TPA”) was in effect when COVID-19 moratoria were not; in other words, the first year during which the impact of the TPA might be tested without confounding moratorium data.

CLSEPA and Legal Aid SMC are private legal services providers serving indigent clients in a range of types of cases in San Mateo County. Each organization has a diverse set of practice areas. For example, Legal Aid SMC’s portfolio includes attorneys and advocates dedicated to elder law, health law, and immigration. CLSEPA, in turn, has units focused on immigration, economic advancement, and consumer issues. Both agencies, however, dedicate resources to housing issues including, with particular urgency, eviction defense. To prevent duplication of effort and to maximize their combined effectiveness, the two organizations collaborate closely with respect to the San Mateo County eviction docket. The two agencies’ combined eviction practices deliver services collectively to a significant proportion of the tenants who are faced with eviction in the County.

Legal Aid SMC and CLSEPA have partnered before to report on their eviction practice. In 2016, the two agencies jointly released the “San Mateo County: Eviction Report 2016.”² The report was based upon an analysis of over 3,000 eviction cases handled by the two organizations over a three-year period. Several differences between the 2016 report and the present report are important. First, the raw data for the 2016 report was the agencies’ internal records of client matters and was thus limited to the subset of tenants who sought their assistance. By contrast, the present report is based upon the full universe of unlawful detainers filed in the Superior Court in 2019 and 2023.³ Second, because the agencies collect certain demographic information about the tenants with whom they work, the 2016 report includes some demographic information (e.g., in 2016 Hispanic/Latino people and African American people comprised 25% and 2.5% respectively of the San Mateo County population, but 49% and 21.4% of the tenants sued for eviction).⁴ The present report includes no demographic information, although subsequent efforts to do so are planned. Finally, as noted below, the 2016 report was based on cases filed before passage of the

² This report was created in collaboration with the Anti-Eviction Mapping Project and was funded by the San Francisco Foundation.

³ Commercial evictions were excluded from both datasets.

⁴ San Mateo County: Eviction Report 2016, page 8.

California Tenant Protection Act of 2019. The TPA eliminated “no-cause” eviction in California (in all but a small number of exempted tenancies). The 2016 report found that in 2014-2015, 36% of the eviction notices served were for no-cause.

Hoping to update some of the information learned from the 2016 report, CLSEPA and Legal Aid SMC partnered with the Stanford Community Law Clinic to review and analyze the entire dataset of San Mateo County (residential) unlawful detainer cases in 2019 and 2023. This bulletin is the first report-out on that data.⁵

The agencies were particularly interested in the underlying bases for the unlawful detainers. Studies of evictions across the nation find that the majority of cases arise from the alleged nonpayment of rent; CLSEPA and Legal Aid SMC wished to confirm that trend in San Mateo County, to learn its exact extent, and to compare it to other categories of eviction. They also wished to determine the rates of default judgments, representation by counsel of landlords and attorneys, and the procedural outcomes of the cases (as discussed *infra*, the procedural outcome—dismissal versus judgment versus stayed—does not necessarily track the “in real life” outcome of whether or not possession of the subject premises was returned to the landlord).

As explained in Appendix A, to accomplish the agencies’ goals, the research team sought and received a court order authorizing their (limited) access to otherwise sealed court records, with the mandate that identifying information be accessible only to a small research team and subject to restrictions. The team designed an instrument (shown in Appendix B) on which to record a set of 19 features regarding each unique unlawful detainer case. This report contains the first set of findings from analysis of those features.

FINDINGS

The team’s findings are presented in two tranches. First, overview findings out of the entire data set are presented with respect to:

- Total Number of Cases filed
- Bases for the Underlying Terminations of Tenancy
- Representation by Counsel
- Rate of Default Judgment
- Nature of Plaintiff (Individual versus Entity), and
- Geographic Distribution.

Second, with respect to three datapoints—disposition, resolution by stipulation, and issuance of a writ of possession—data are reported separating **all cases** from that subset of cases in which **defendant did not default** (68% in 2019 and 62% in 2023). This second tranche sheds light on the value to a defendant of appearing in the case and filing an

⁵ See “Opportunities for Further Analysis” at the end of this report.

answer (as opposed to defaulting). Other than the intuition that it is better to appear and defend oneself, regardless of the nature of the allegation or the merits of the case, are there reasons to believe that appearing in the case leads to a different, if not a better, outcome?

BASIC FINDINGS

1. Total Number of Cases Filed

In calendar year 2023, a total of 1,510 unlawful detainer cases were filed in San Mateo County. This represents an increase of just over 35% from the total number filed in 2019 (1,118).⁶ A combination of federal, state, and local COVID-19 related eviction moratoria were in place from March 2020 through June 2022. Accordingly, calendar year 2023 was the first full post-moratoria year. One might expect evictions under those conditions to return to pre-pandemic levels. However, consistent with other data nationwide, evictions in fact were higher in 2023 than before the pandemic.

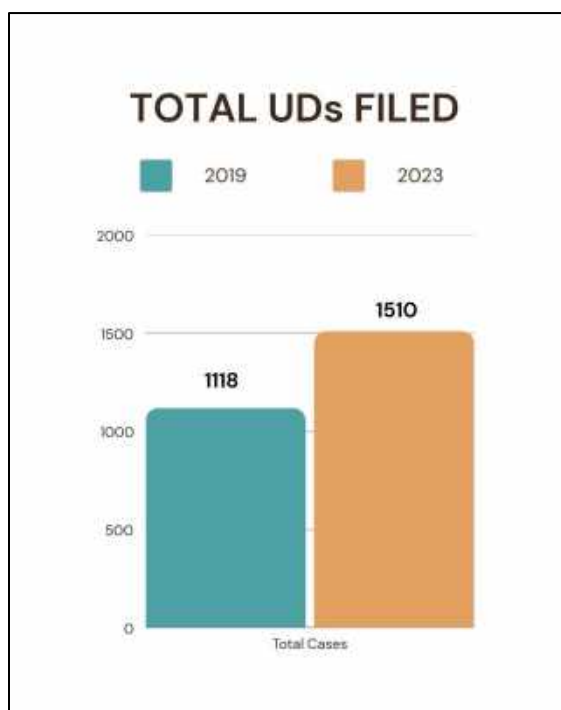


Figure 1 – Total UD's Filed

⁶ The data for the bases for the unlawful detainers filed in 2019 are based upon a denominator of 1110 rather than the total number of UD's filed (1118). Eight cases either attached no termination notice to the complaint or were otherwise inconclusive as to the plaintiff's basis for terminating the tenancy, and were therefore excluded from analysis. In 2023, three cases were similarly inconclusive; accordingly the data for that year are based upon a denominator of 1507 rather than the total number, 1510.

In other words, rather than merely returning to levels before the eviction moratoria, evictions have gone up. Nor is this explained exclusively by landlords in 2023 “catching up” on evictions they were barred from filing during the pandemic. The number climbed higher in 2024. According to court records, 1655 residential unlawful detainer cases were filed in San Mateo County in the first eleven months of 2024. If the monthly pace remained the same through December, a total of over 1800 cases will have been filed in 2024, a 20% increase over 2023.

The same is true statewide. The California Judicial Council reports that in FY 2023, statewide unlawful detainer filings had rebounded to exceed the number filed immediately before the COVID-19 pandemic. In FY 2019, the total number of residential unlawful detainers statewide was just over 129,000. The total number dipped to a mere 35,000 at the pandemic low point in 2021, but rose to over 136,000 statewide in FY23, exceeding the pre-pandemic (FY19) number.⁷

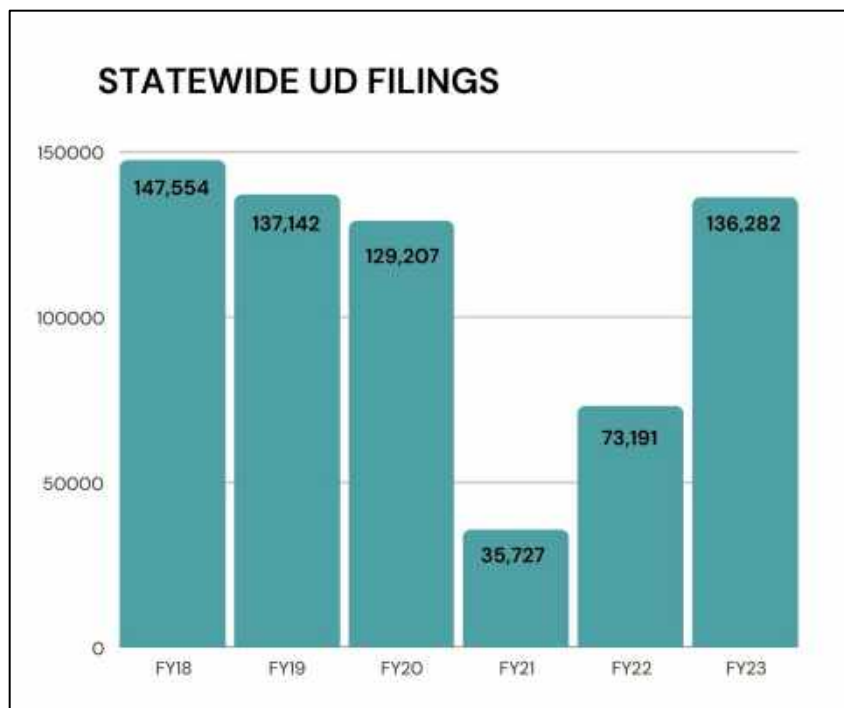


Figure 2 – Statewide UD Filings

2. Basis for the Cause of Action

As predicted, the vast majority of unlawful detainer cases in both years were based upon alleged nonpayment of rent. Perhaps less intuitively, the rate of nonpayment cases was

⁷ Judicial Council of California, “2024 Court Statistics Report, Statewide Caseload Trends,” available at <https://courts.ca.gov/news-reference/research-data/court-statistics#id7495>.

significantly higher in 2023 than in 2019. As the chart below shows, in 2019, over 75% of the total 1,118 unlawful detainers were based upon nonpayment of rent (“NPR”). In 2023, by contrast, over 85% of the cases were based upon alleged rent delinquency. In 2019, over 14% of the unlawful detainer cases filed in the county were based upon no-fault (pre-TPA, these cases would have been based upon the expiration of a 30- or 60-day notice pursuant to then-effective Civil Code 1946). This rate was cut in half by 2023, during which just over 7% of cases arose from no-fault bases. The rate of cases based upon alleged tenant malfeasance other than nonpayment of rent rose slightly from 2019 to 2023, making up 7% and 10.6% of cases in those years respectively.

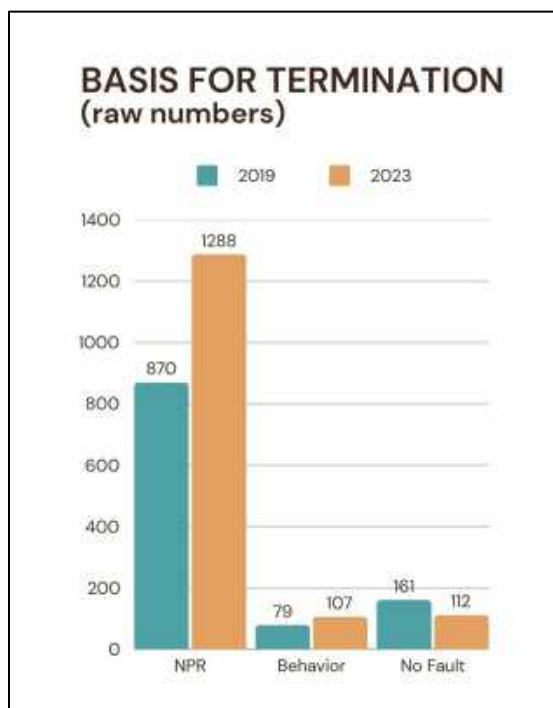


Figure 3 - Basis for Termination (Raw Numbers)

Shown another way, the dominance of nonpayment of rent as the basis for unlawful detainer filings is unmistakable:

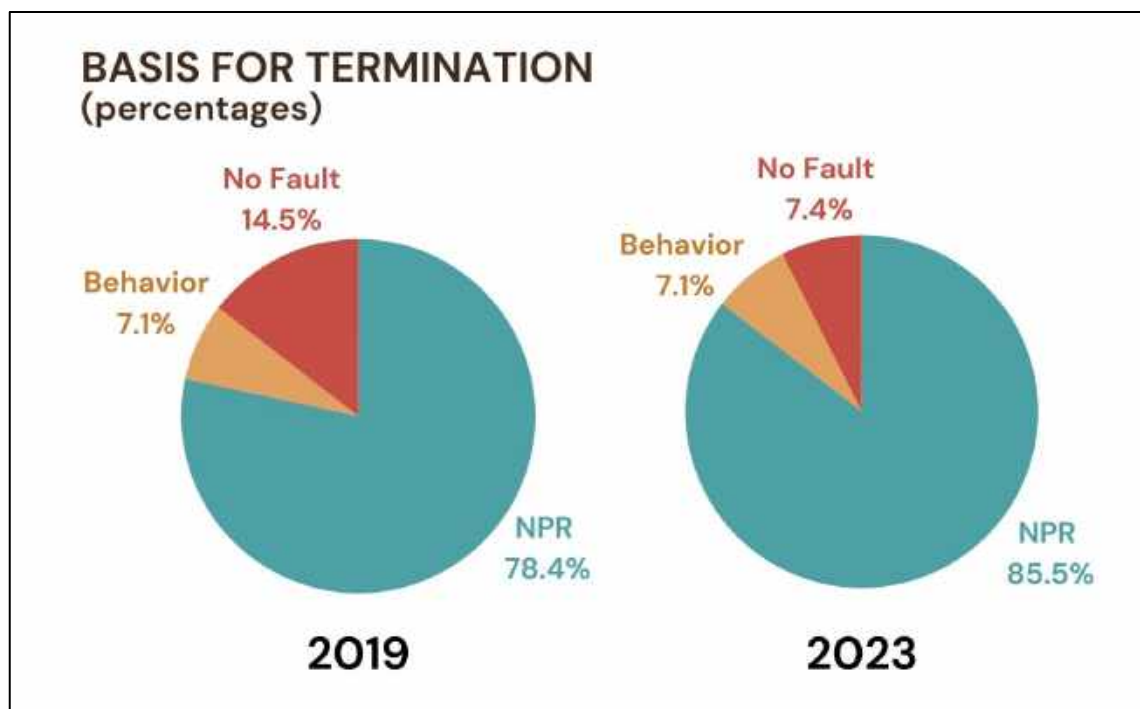


Figure 4 – Basis For Termination (percentages)

3. Representation of Parties

It is well known that in San Mateo County, and indeed throughout the state and the nation, more landlords are represented by counsel than tenants. The present study shows that the rate of landlord representation in fact rose from 2019 to 2023: 87% of landlord-plaintiffs were represented by an attorney in 2019, with that percentage rising to 92.7% in 2023. By contrast, the percentage of tenants represented by counsel⁸ decreased, from 7.7% in 2019 to 4.8% in 2023. Combined, as the chart below shows, the percentage of cases in which there is a **representation imbalance**—where the landlord is represented and the tenant is not—rose significantly, from 80% to 88.3%. Given the 35% increase in the number of unlawful detainer cases in the county overall, absent a collateral increase in resources dedicated to legal services agencies, this rise is unsurprising.

⁸ A tenant was coded as “represented” only if an attorney appeared as of record for the tenant. Staff attorneys at CLSEPA and Legal Aid SMC, along with volunteer attorneys in their programs, provide assistance to hundreds of tenants each year, however this limited pro per assistance was not coded in this study as representation. In a handful of cases, where from court documents it could be determined that an attorney appeared with a tenant at a trial date but for the limited purpose of recording a stipulated agreement, that appearance was not included as representation.

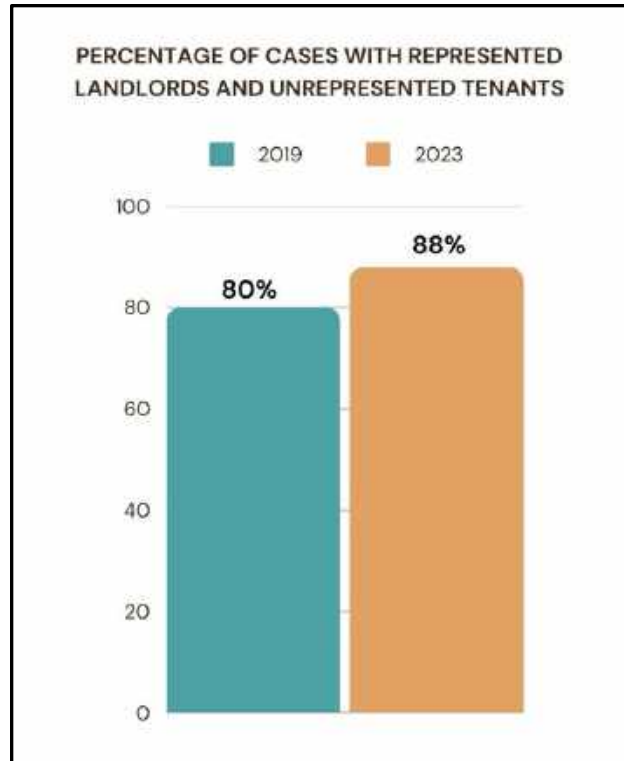


Figure 5 – *Percentage of Cases with Represented Landlords and Unrepresented Tenants*

4. Rate of Default Judgments

While, as indicated above, the rate of tenant representation declined between 2019 and 2023, so, too, did the rate of default judgments. In 2019, just over 38% of cases filed ended in default (428 cases); in 2023, that rate dropped to 32.6% (492 cases).⁹ This finding suggests that legal aid providers, including the two sponsors of this study, were able to increase their answer/response rates, even in the context of a higher overall number of cases. It may be that resources that could have been dedicated to full representation in 2019 were transferred to responsive pleading services in 2023.

⁹ In both study years, the sizeable majority of default judgments were from cases based upon alleged nonpayment of rent in both 2019 and 2023, at 85.1% and 88.2% respectively.

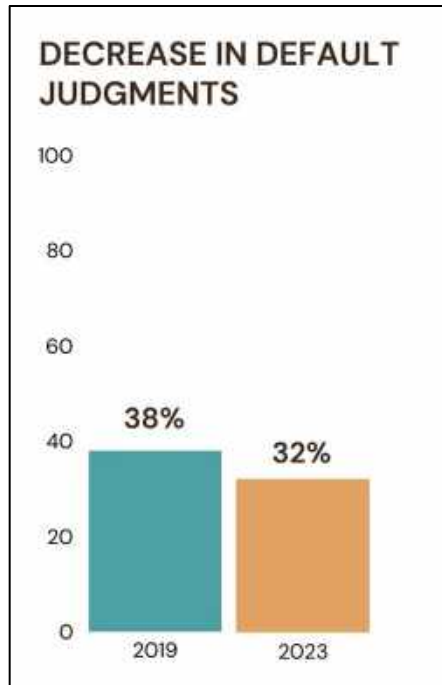


Figure 6 – Decrease In Default Judgments

5. Nature of Plaintiff

Policymakers and members of the public often differentiate “mom-and-pop” landlords from other, presumably larger, landlord business operations. While not a perfect proxy for “mom-and-pop,” researchers were able to label each plaintiff as either an “individual” or an “entity.”¹⁰ The rate of entity plaintiffs rose from approximately two-thirds of all cases to approximately three-quarters:

¹⁰ Any plaintiff identified as an “LLC,” or with “Inc.” or “Corp.” in its name was coded as a business entity. Any plaintiff name appearing as a person’s name (or, in a few instances, plural individuals, but without an entity identifier) was coded as an “individual.” The small number of plaintiffs who identified themselves on the complaint either as trustees of a trust or as an “agent” of another person were counted as individuals.

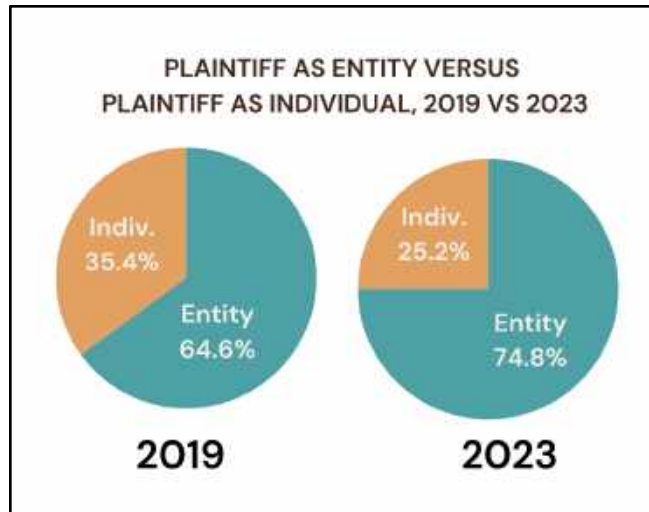


Figure 7 – Plaintiff as Entity versus Plaintiff as Individual, 2019 vs 2023

6. Geographic Distribution

Researchers also coded the city and zip code of the subject premises in each unlawful detainer case. Consistent with the 2016 Eviction Report, the below-identified cities are the only ones in the County with more than 100 total unlawful detainer filings in the two calendar years at issue.

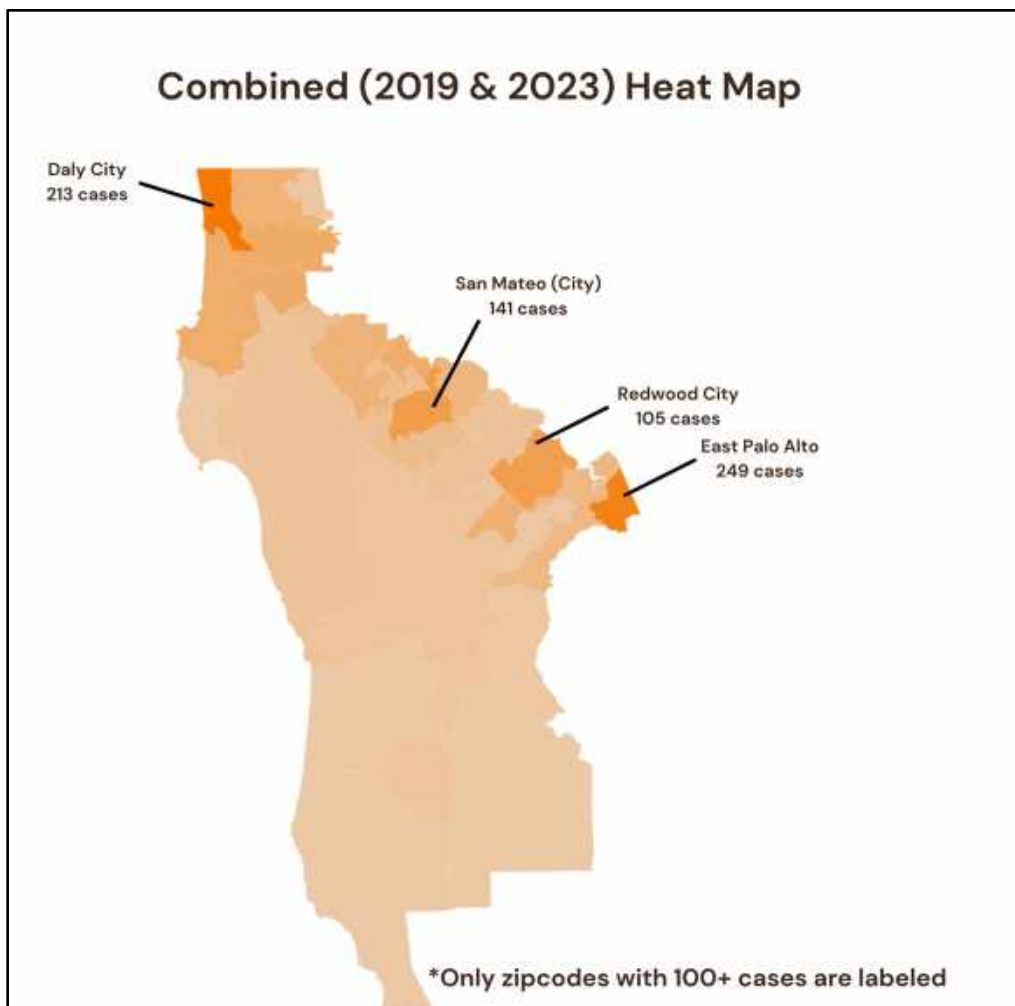


Figure 8 – Combined (2019 & 2023) Heat Map

RESPONDING TENANT DATA

As explained above, with respect to three specific features, researchers compared all cases in a given year to that subset of cases in which the defendant answered; in other words, researchers first ran the number for all cases, and then removed the cases with defaulting defendants from the data denominator in order to compare the results. With respect to all three features—disposition, stipulation, and writ—the effect of filing an answer was significant.¹¹

¹¹ Correlation does not prove causation. That is, absent a deeper analysis, it is not certain that it was the filing of an answer that determined the different numbers. It may be that cases without meritorious defenses are over-represented in the defaults. This hypothesis is subject to testing in later studies.

1. Dispositions

The disposition of every case was recorded according to the four categories used by the court system on its Case Summaries: dismissed, judgment, stayed, or active. If judgment had been entered, researchers recorded whether judgment was for plaintiff or defendant.

Disposition data are among the most interesting in the study. As the below chart shows, the rate of judgment decreased from 2019 to 2023, with the rate of dismissal increasing significantly. In 2019, over half (51.3%) of the filed cases ended in judgment, while 31.4% resulted in dismissal. In comparison, in 2023, judgment was entered in only 44.4% of the cases, with fully 40% ending in dismissal.

Interestingly, and perhaps counter-intuitively, a larger percentage of 2019 cases (17.1%) remain active than do 2023 cases (8.9%). It is less surprising, given the typical duration of a stay, that a higher share of 2023 cases remain stayed (6.6%) than of the 2019 cases (0.27%).

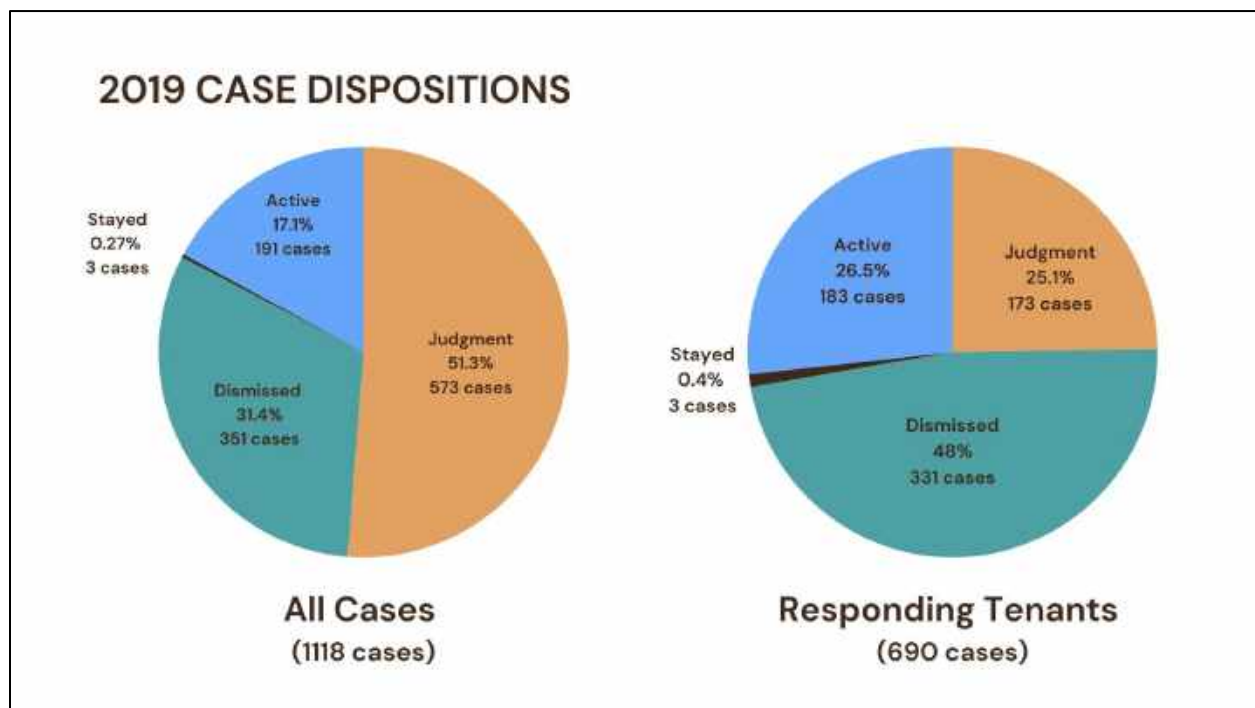


Figure 9 – 2019 Case Dispositions

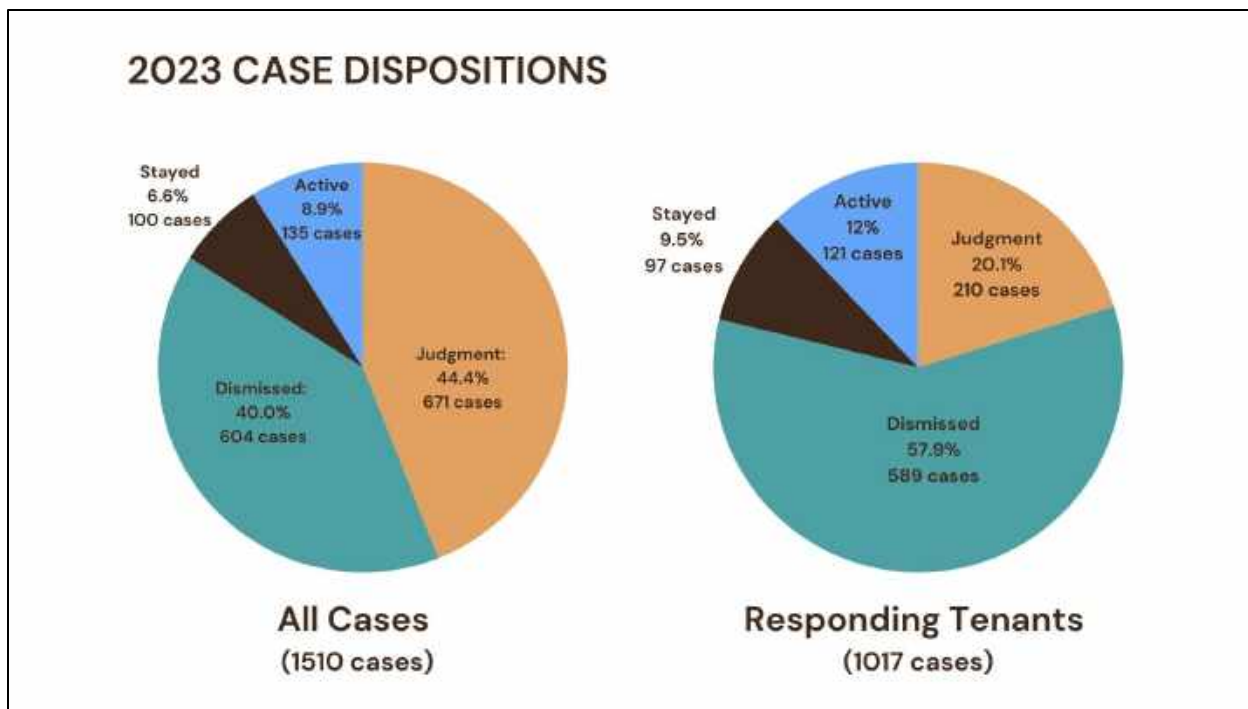


Figure 10 – 2023 Case Dispositions

Disposition v. Outcome

It is tempting to assume that a disposition of “judgment” favors the plaintiff-landlord, and that a disposition of “dismissal” favors the defendant-tenant, with a cause of action being dismissed and defendant remaining in possession of the subject premises. Indeed, the data do reveal that, as a practical matter, all judgments entered were in plaintiff’s favor: in 2019, the percentage of judgments in the plaintiff’s favor was 99.65%, and in 2023 it was 99.85%.¹² Some of these judgments, however, are the result of a stipulated agreement between the parties that provided for a judgment in the plaintiff’s favor (that might be shielded from public view pursuant to Cal. Code of Civ. Proc. sec. 1161.2).

Even more importantly, “dismissal” does not necessarily mean that a defendant-tenant remained in possession. Some of the 40% of cases that result in dismissal do so after the defendant moves out pursuant to a stipulation. That is, the consideration for surrendering possession timely is often the dismissal of the case. For this reason, it is impossible to use the judgment/dismissal variable as a proxy for actual displacement or changes in possession.

¹² The percentage of these judgments that are taken by default did not change significantly between 2019 and 2023. Defaults accounted for 70% and 68.6% in the two years respectively.

2. Stipulations

In both study years, most of the unlawful detainer cases ended with a status of either judgment (for plaintiff) or dismissal. (Approximately 15% in both years were in the status of either “active” or “stayed.”) There are of course multiple routes to both outcomes. A judgment can result from a trial¹³ or a default; a dismissal can be voluntary or the outcome of a successful defendant demurrer. In addition, either judgment or dismissal can follow the parties entering into a stipulation. A typical framework for a stipulation in an unlawful detainer case is that the tenant agrees to perform certain terms (perhaps making payments, perhaps moving out, perhaps ceasing a disruptive behavior), with judgment resulting in the event of breach and dismissal resulting in the event of complete performance.

Between a quarter and a third of the unlawful detainer cases filed in both 2019 (27.37%) and 2023 (29.07%) included the filing of a stipulation disposing of the case. In counting a case as having a stipulation, the research team excluded interim, procedural stipulations—such as the parties’ stipulation to the matter being heard by a court commissioner—and counted only those stipulations with titles such as “Stipulation for Judgment,” “Stipulated Judgment,” or “Stipulation for Judgment or Dismissal.” Similarly, stipulations to vacate a default judgment, or to extend a filing deadline, were excluded.

It is *sui generis* that a tenant who does not appear at all in the action, and against whom a default judgment is entered, does not reach a stipulated agreement with the plaintiff-landlord. Accordingly, the rate of stipulations when those default judgments are removed from the denominator is also of interest. When the cases with default judgments are removed from the data, the rate of stipulations is higher. As the bar graph below illustrates, over 40% of cases with appearing defendants in both 2019 and 2023 resulted in a stipulation (compared with the 27-29% of all defendants).

¹³ Trials are truly rare in San Mateo County unlawful detainers. Fewer than 4% of all cases went to trial on the merits in both 2019 and 2023 (brief trials where evidence was proffered were counted; appearances at “trial dates” where stipulations were entered were not).

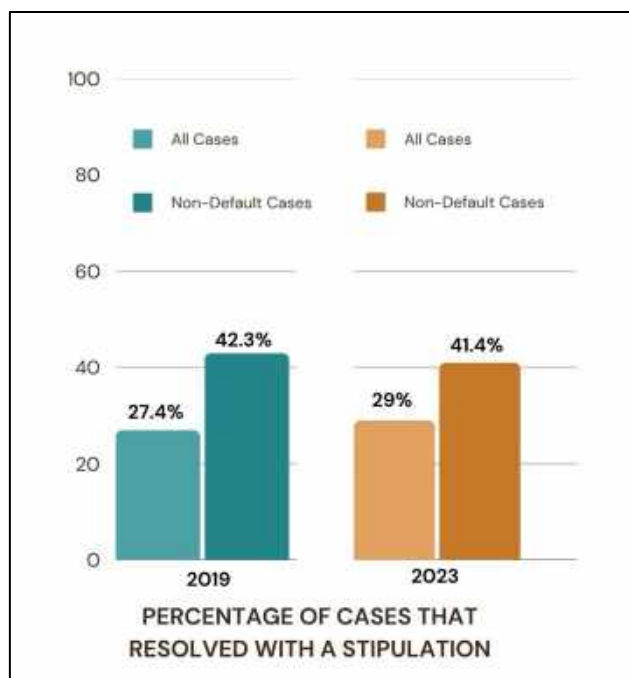


Figure 11 – Percentage of Cases that Resolved with a Stipulation

3. Writs of Possession Issued

A writ of possession for the premises was issued in 49.4% and 43.6% of all unlawful detainer cases in 2019 and 2023 respectively—notably, fewer than 50% in both years.¹⁴ For context, 30% and 40% of all cases in the two years, respectively, were dismissed (rather than judgment being entered for plaintiff, which is a prerequisite to a writ of possession being issued).

What is most notable from a policy perspective, however, is the dramatic difference in the percentage of total cases in which a writ was issued compared with the percentage in those cases in which the defendant appeared. To explain: a writ of possession was issued in 49.4% of the 1,118 total unlawful detainer cases filed in 2019 in San Mateo County. If, however, we remove from the analysis those cases in which a default judgment was entered—that is, restrict the analysis to cases in which the defendant-tenant appeared and filed a response to the lawsuit—the likelihood of a writ being issued dropped dramatically, to 21.6%. The numbers in 2023 follow the same pattern: 43.6% of the total cases ended with the issuance of a writ, but only 20.1% of the cases in which the defendant appeared ended that way. The implications of this could be significant from an access to counsel perspective, because presumably access to an attorney, even a limited

¹⁴ Importantly, this figure represents writs that were *issued* by the court, and not necessarily writs that were executed by the sheriff's department. There is no reason to assume a significant drop off between writs issued and executed, but researchers did not seek access to sheriff's department data about service and/or execution of writs of possession after they were issued by the court.

scope attorney who helps only with response paperwork, increases the chance that a tenant will file a response. In turn, that filing of a response dramatically decreases the chances of a writ being issued.¹⁵

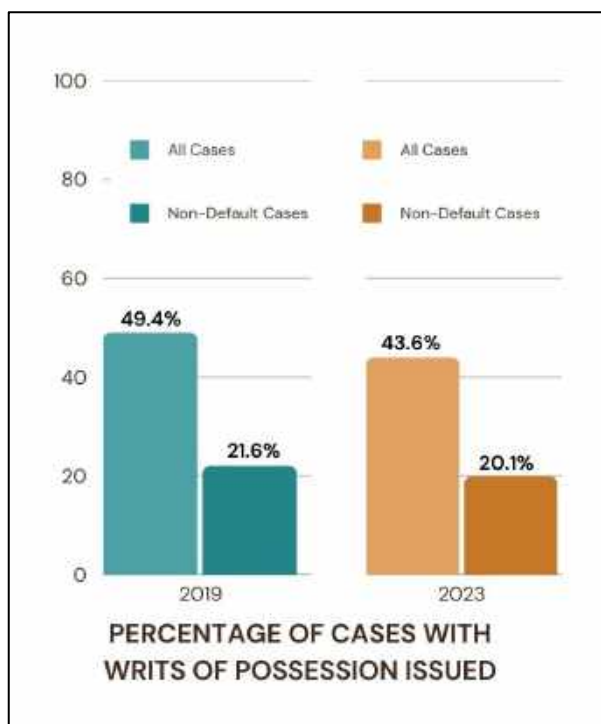


Figure 12 – Percentage of Cases with Writs of Possession Issued

OPPORTUNITIES FOR FURTHER ANALYSIS

The case documents available for this study have more lessons to teach. Researchers anticipate continuing to review, consistent with the court’s order, certain documents within the case files. Three specific research projects are expected, and more may be identified.

1. Demographic Analysis

Using the unique case numbers that appear both in the complete court records and in the sponsoring agencies’ internal databases, the research team hopes to identify the subset of cases in 2019 and 2023 for which there are shared data. For example, Legal Aid SMC includes age and gender of the lead client for each of its unlawful detainer matters.

¹⁵ It is possible that tenants without valid defenses are over-represented in the default judgment pool, and thus that their filing responses would not necessarily keep the writ rate as low as it was in 2019 and 2023. It is equally possible that the merits of the defenses are identical in the two pools.

Marrying up the Legal Aid SMC data with the complete court data will provide additional insight into the communities impacted by the eviction filings in the county.

2. Motion Practice

The complete court data includes any and all law and motion matters that defendants have raised in the unlawful detainer cases, but these motions have not yet been analyzed. Researchers hope to be able to answer questions such as:

- How many demurrers are filed by defendants, broken down by in propria persona filings and filings by counsel of record?
- Does the rate of demurrer differ among the three bases for the termination (nonpayment, behavior, no-fault)?
- What are the bases of those demurrers?
- What is the rate of those demurrers being granted?
- If a demurrer is granted, does Plaintiff typically bring another case against the same Defendant and, if so, is it predicated upon the same alleged basis for unlawful detainer?

A similar set of questions can be asked about other dispositive motions, such as motions for summary judgment and motions for judgment on the pleadings.

3. Post-Judgment Relief

The cases in the dataset have not yet been reviewed for the presence of post-judgment relief, such as motions for relief from forfeiture and applications for stay of enforcement for judgment.

4. Amount of Rent Demanded

The amount of rent demanded in the termination notices giving rise to the nonpayment of rent eviction cases has not been analyzed. Policymakers might be curious whether there are trends in how long plaintiff-landlords are likely to wait before serving a notice. This data could be useful in forming a strategy for making rental assistance available to struggling tenants.

APPENDIX A: METHODOLOGY

Because eviction court records are protected from public view, researchers needed a court order to gain access to the records of eviction cases in 2019 and 2023. California Code of Civil Procedure section 1161.2 provides that for the first 60 days after an unlawful detainer case is filed, access to its record (court file, index, and register of actions) are available only to an enumerated list of persons and circumstances. Thereafter, the records are publicly available only if a judgment for the plaintiff and against all defendants was entered within those sixty days.¹⁶ This limited access statute, however, empowers the court to provide unlimited access to unlawful detainer records upon a finding of *good cause* (Cal. Code of Civ. Proc. § 1161.2(a)(1)(D)). Relying on that subsection, and its policy rationale to enable analysis of court information of interest to the public, researchers sought an order from then Presiding Judge, Elizabeth K. Lee, granting them access to all court records for unlawful detainer cases filed in 2019 and 2023. That Order was granted, and included specific provisions regarding the researchers' duty to anonymize all information.

Based on Judge Lee's order, Court staff enabled a very small number of researchers to have access via Odyssey to all 2019 and 2023 unlawful detainer files (for a limited time).¹⁷ A Stanford computer science graduate student was engaged to electronically collect all of the documents associated with each case and to create accessible files containing case documents. These files were stored in a secure drive, accessible only to the small number of researchers permitted by the court order.

During the summer of 2024, undergraduate research assistants were engaged to review the court documents and extract from them core features of interest. Researchers designed an instrument onto which research assistants recorded nineteen (non-identifying) features of each case file.¹⁸ The features collected and recorded for each case included:

- Whether the plaintiff was a business entity or an individual,¹⁹
- The city and zip code in which the subject premises were located,
- Whether the case ended with a default judgment (a default that was later vacated was not included as "default judgment"),
- Whether plaintiff and/or defendants were represented (if multiple defendants, the representation of any defendant resulted in a "Yes" coding in this domain),

¹⁶ Cal. Code of Civ. Proc. § 1161.2(a)(1)(F).

¹⁷ Based on their knowledge of court data entry coding, Court staff eliminated commercial unlawful detainer matters from the dataset.

¹⁸ A blank version of the instrument is shown in Appendix B.

¹⁹ As discussed *infra*, plaintiffs that were trustees or other agents were counted as individuals.

- If the defendant filed a response, whether it was an answer or a motion,
- Whether a stipulation disposing of the case was entered,
- The disposition of the case (Dismissal, Judgment, Stayed, or Active), and
- If judgment, for which party.

Crucially for research purposes, the actual basis for the termination notice underlying each unlawful detainer case was recorded. California law provides fifteen unique bases to terminate a tenancy (see Cal. Civ. Code sec. 1946.2). These are often categorized as eleven “tenant fault” bases (including, for example, nonpayment of rent, nuisance, criminal activity, breach of lease, refusal to permit lawful landlord entry) and four “tenant no-fault” bases (including owner- or family member move in, or the need to perform substantial remodeling of the premises). The research team batched the fifteen bases into three types:

- (a) nonpayment of rent (Civ. Code sec. 1946.2(B)(1)(A),
- (b) other tenant fault behavior (Civ. Code sec. 1946.2(B)(1)(B)-(K), and
- (c) no-fault (Civ. Code sec. 1946.2(B)(2)(A)-(D).

The basis for each case was determined by reviewing the termination notice attached to the complaint (as required by CCP 1166) and, where possible, confirming that it was accurately matched within the four corners of the complaint as well. One hundred percent of the cases were coded into one of these three categories.

APPENDIX B: BLANK INSTRUMENT

NINETEEN DATA FEATURES CAPTURED FOR EACH CASE

Case Number	Filing Date	Case Status	Plaintiff	Plaintiff Attorney?	If Yes: Attorney Name	Defendant Attorney?	If Yes: Attorney Name	Defendant City	Defendant Zip Code
If Judgment, "awarded to" whom?	Fee Waiver Granted?	Default Judgment?	Stipulation?	Name of Stipulation Document	Trial?	Writ of Possession Issued?	Basis for UD Notice	If NPR: Habitability ?	

Figure 13 – Data Features Captured for Each Case

ACKNOWLEDGMENTS

ⁱ Thanks, in chronological order, are due to many people at Stanford University and at the San Mateo County Superior Court for important roles in making this report possible. First, many thanks to the staff of the San Mateo County Superior Court, who effectuated the order of the Presiding Judge to enable Professor Brodie and her small team to have access to the court records. Jeniffer Alcantara, who provided timely and flawless troubleshooting, in particular has the authors' thanks.

Second, the authors thank Stanford Computer Science Ph.D. candidate, Thanawan (Ly-Ly) Atchariyachanvanit for her exceptional work accessing and anonymizing the raw court records made available by the court's staff and transforming them into organized files that (non-tech savvy) clinical teachers/legal aid lawyers could use. Ly-Ly's work gave the authors an outstanding introduction to the possibilities of collaboration between computer scientists and legal researchers, which are valuable beyond measure as the legal world continues its digitalization. Thanks, too, to Stanford Computer Science professor Chris Piesch, for identifying the prospect of collaboration and introducing the authors to Ly-Ly.

The bulk of the work underlying this report was the individualized review of the anonymized case documents for each of the 2500+ cases in the dataset. This work was performed by two extraordinary groups of Stanford undergraduate students who comprised the research team. In winter 2024, students enrolled in the Just Transitions class at Stanford launched the project. The authors thank Professor Sibyl Diver for convening the class and for connecting us with Joshua Alvarez, Anusha Nadkarni, Esha Gurung Thapa, Samantha Heredia, and Iliana Crisostomo under the leadership of teaching assistants Angel Manuel De Dios and Arushi Goyal Gupta. This pilot phase of the work was supplemented in the summer of 2024 by Stanford undergraduates Elmer Santos, Tishrei Lee Movich-Fields, Sarah Nirit Bloom, Khusbu Khatri Adhikari, Trevon Marshall, Cesar Rodriguez Ibarra and Yana Kim. Special thanks are owed to Cesar and Yana, who extended their work to include the design and preparation of the data visualizations used herein.

Finally, thanks, too, to Stanford Law Student Lauren Romagnoli who joined the project in its final phases for add-on data analysis and drafting/editing work and to Dolfin Leung for design of the final product, and to Laura Castillo-Ruiz for expert production assistance. Professor Brodie also acknowledges the financial support that Stanford Law School provides to the research activities of its faculty.

Evictions in the Nine-County Bay Area

July 2025



ASSOCIATION OF BAY AREA GOVERNMENTS
METROPOLITAN TRANSPORTATION COMMISSION

Acknowledgments

The Bay Area Eviction Study was commissioned by the Bay Area Housing Finance Authority (BAHFA). Research and analysis for this report were conducted by Catherine Guimond of Centro Legal de la Raza and Terra Graziani, Dan Sakaguchi and Arushi Gupta of the Anti-Eviction Mapping Project. The study team also included Erin McElroy, Nitin Mogral and Alex Werth. Allison Chan of the Anti-Eviction Mapping Project provided graphic design. BAHFA staff authored all final reports with support from the study team.

The research was supported by a Tenant Legal Services Advisory Group comprised of representatives from tenant legal services organizations in each county. We thank the Advisory Group members for their time and expertise.

We are grateful to the dozens of public and nonprofit entities that provided eviction-related data for use in this study. This includes staff in city and county housing departments, sheriff offices and Superior Courts who compiled quantitative data from their public records in response to our requests. It also includes staff from tenant legal services organizations and other nonprofit social service organizations who contributed their knowledge and experience by participating in a survey and interviews that have added valuable context to the public quantitative data.

This study was funded in part by the San Francisco Foundation.

Contents

1	Introduction
7	Evictions in the Bay Area
18	Disproportionate Rates of Eviction in the Bay Area
21	Conclusion
23	Endnotes

Introduction

The Bay Area Housing Finance Authority (BAHFA) commissioned the Bay Area Eviction Study to better understand the current eviction landscape across the region as part of its mandate to advance affordable housing across Production, Preservation and Protections (the “3Ps”)¹. The research team collected and studied data from county Superior Courts, sheriffs’ offices, local agencies (as available by jurisdiction), the California Judicial Council and legal service organizations. Tenant legal services organizations provided in-depth data through a survey, and other tenant serving organizations provided information through interviews from across the region. The findings are organized into multiple regional and local reports and an interactive data tool that are available on the BAHFA website.

There are no national requirements for how courts maintain or share data.² Eviction data is known to be difficult to obtain in California due to state law that protects tenants by automatically sealing most eviction court records unless the landlord obtains a judgment in their favor within 60 days of filing.³ This means that eviction filings where the tenant prevailed or reached a settlement, or where the landlord dropped the case, cannot be discovered during background or credit checks. This protects tenants from being denied housing simply because a case has been filed against them.⁴ It also means that such cases are generally not available in the public record. While these protections are vital for tenants to secure new housing, they complicate the ability of researchers to analyze the trends and impacts of evictions based on court records.⁵

There have been several efforts to obtain eviction data in a few counties within the Bay Area.⁶ However, this report is the first known attempt to bring together eviction data from state, county and local data sources across the nine-county Bay Area.

Overall, the study found that rates of court evictions have returned to or surpassed pre-pandemic levels in eight of the nine counties. Such formal evictions are only part of a broader landscape of housing instability that encompasses both court proceedings as well as informal evictions. The study also found that tenants' need for support significantly outstrips legal services capacity regionwide. These findings reinforce the importance of tenant protections as a regional issue affecting housing stability and as a core part of BAHFA's founding mission.

Key Findings

- **Approximately 21,767 eviction lawsuits (formal court evictions) were filed in the region from July 2023-June 2024, meeting or exceeding pre-pandemic levels in eight of the nine counties.** The data indicate a sustained increase beyond the spikes seen when pandemic-era eviction moratoria ended in 2022-23.⁷
- A key research question was to understand variation across the nine counties. At a regional level, **the eviction rates in fiscal year 2023-24 were variable, with the highest rates in Solano, Contra Costa and Alameda counties.** Eviction rates were particularly high in gentrifying urban areas and eastern suburban areas that have seen increasing rates of poverty over the past decade.
- Regionwide data about the causes of eviction could not be obtained. However, data available from some cities and counties show that **inability to pay rent is cited as the legal cause of eviction in 85-97% of eviction notices.** This finding highlights the role of the region's housing affordability challenges in eviction risk.
- Similarly, regional data about default judgements in eviction lawsuits where a court rules in favor of a landlord because a tenant failed to respond — rather than based on the merits of the case — is difficult to obtain in consistent and reliable formats. Nonetheless,

after reviewing default rates from multiple data sources, the study found default rates in nearly every county between 30-50%. This indicates that **roughly one-third to half of tenants lose their eviction cases without the opportunity to present a defense.**

- While also unavailable for the region, two counties' data on tenant and landlord representation show a large gap. In San Francisco, which is the only jurisdiction in the region with a tenant "right to counsel," 45% of tenants were represented compared to 96% of landlords. In San Mateo County, only 4% of tenants facing eviction were represented compared to 93% of landlords. **This generally follows the rate found at the national level, where on average 4% of tenants and 83% of landlords are represented in eviction cases.**⁸
- Consistent with local and national research, **census tracts with high proportions of renters of color, households with children and female headed households faced higher rates of eviction across the region.**

These findings contribute to a growing body of research at the national level to understand the prevalence, causes and consequences of evictions.⁹ At the same time, the study highlights limitations on the availability and quality of eviction data, including the lack of consistent and detailed case-level data across geographies. This points to a need for structural improvements to enhance eviction data collection and management systems. The findings also suggest an ongoing role for BAHFA to support cross-jurisdictional efforts that enable data-driven policy and investment decisions to address housing instability across the Bay Area.

About the Eviction Process

Eviction lawsuits, legally known as “unlawful detainers,” follow a process primarily governed by state law.¹⁰ Each step in this process generates specific documentation (bolded below):

1. The landlord sends a **notice of termination of tenancy** to the tenant. State law does not require tracking of eviction notices. Ten jurisdictions in the Bay Area collect some data about eviction notices at the local level and seven of these collect all notice data.¹¹ Not all eviction notices result in eviction lawsuits. The tenant may resolve the issue stated in the notice, for example, by paying the rent they owe within the specified period (typically three days). Alternatively, tenants may move out upon receiving an eviction notice, before the matter proceeds to the court process.
2. Following the notice deadline, landlords can file an **eviction lawsuit** with the county Superior Court. Eviction lawsuits are accelerated proceedings that typically move through the court system in a matter of weeks, with a median duration of six weeks (including default judgments) in the Bay Area based on court records. This is significantly faster than other types of court cases, which often take years rather than weeks.
3. Upon receiving formal lawsuit notification, tenants have a brief window to file an **answer or other responsive pleading**. Historically, tenants had only five days to respond; state law was amended recently to extend the timeline to 10 days, effective January 1, 2025.¹² Failure to respond results in a **default judgment** against tenants, and they generally lose the opportunity to contest the eviction.¹³
4. If the tenant files an answer or other pleading, the case will make its way through the legal process and will ultimately be resolved by a **trial, dismissal or settlement agreement** (settlement agreements are the most frequent outcome). Settlements can be either move-out or stay agreements that resolve the case through negotiation rather than a judicial decision.¹⁴

5. If a case is decided against the tenant — via a default judgment or a judgment later in the process — the court rules to return possession of the unit to the landlord and issues a **writ of possession**.
6. If the tenant does not move out, the **sheriff will execute the writ** and lock the tenant out.

There is little officially collected data on what happens to tenants following an eviction court proceeding. Previous research has found that when tenants must move out due to eviction, there are long-term negative effects on the household's social and economic status, health, housing quality and housing stability, up to and including homelessness.¹⁵

Informal Evictions

The court system only includes formal eviction lawsuits. However, national studies have found that informal evictions are two to three times more common than court evictions.¹⁶ Informal evictions can take many forms: abusive or harassing behavior from property managers, refusal to repair health and safety violations like severe leaks and mold, or illegally shutting off utilities like hot water. What makes them informal is that they do not follow the required court process, making them difficult to track.

According to Judicial Council data between July 2023 and June 2024, 21,767 eviction lawsuits were filed across the Bay Area. Combining local eviction data with the national studies of informal eviction rates, an estimated 43,000 to 65,000 informal evictions may have taken place in the Bay Area in the same period. As such, **court eviction data may represent a significant undercount of the total scale of displacement occurring across the region.**

Methods

BAHFA requested eviction data from January 2001 through December 2023 through email and public record requests to each county Superior Court, county sheriff's office, and where available, local city agencies. However, the quality of data from before 2015 was not high enough to conduct reliable analyses at the regional level.

Methodology Report

For more details on methods and limitations, view the separate report on the [BAHFA website](#).

The study team was unable to secure usable eviction lawsuit data from the Superior Court in Santa Clara County. The study team received only limited data from the courts in Marin, Napa and Solano counties. BAHFA and the study team attempted to secure data from every court through repeated requests and outreach over a period of nine months. Given the lack of adequate court data from Marin, Napa, Santa Clara and Solano counties, some analyses in this report that require specific fields and case data do not include these counties.

To supplement or replace data provided to the research team by county courts, the study uses aggregate data from 2015 through the first half of 2024 on eviction lawsuits collected by the California Judicial Council (CJC). In addition to filling in gaps in court-provided data, CJC data from 2023-24 allows analysis that gives a fuller picture of evictions after the end of pandemic-era eviction moratoria. These data account for limited unlawful detainer cases (cases involving less than \$35,000) and do not include unlimited cases.

Data available from the Superior Courts and CJC do not include information about the causes of eviction lawsuits. For this study, the only available data on the reported causes of eviction come from city administered programs in Berkeley, Hayward, Mountain View, Oakland, Richmond and San Jose.¹⁷

The findings collected from the survey of tenant legal service providers and interviews with tenant-serving organizations are documented in companion reports found on the BAHFA website. These data are referenced in this report as appropriate to add context and nuance to the court eviction findings.

Evictions in the Bay Area

Evictions Post COVID-19 Pandemic

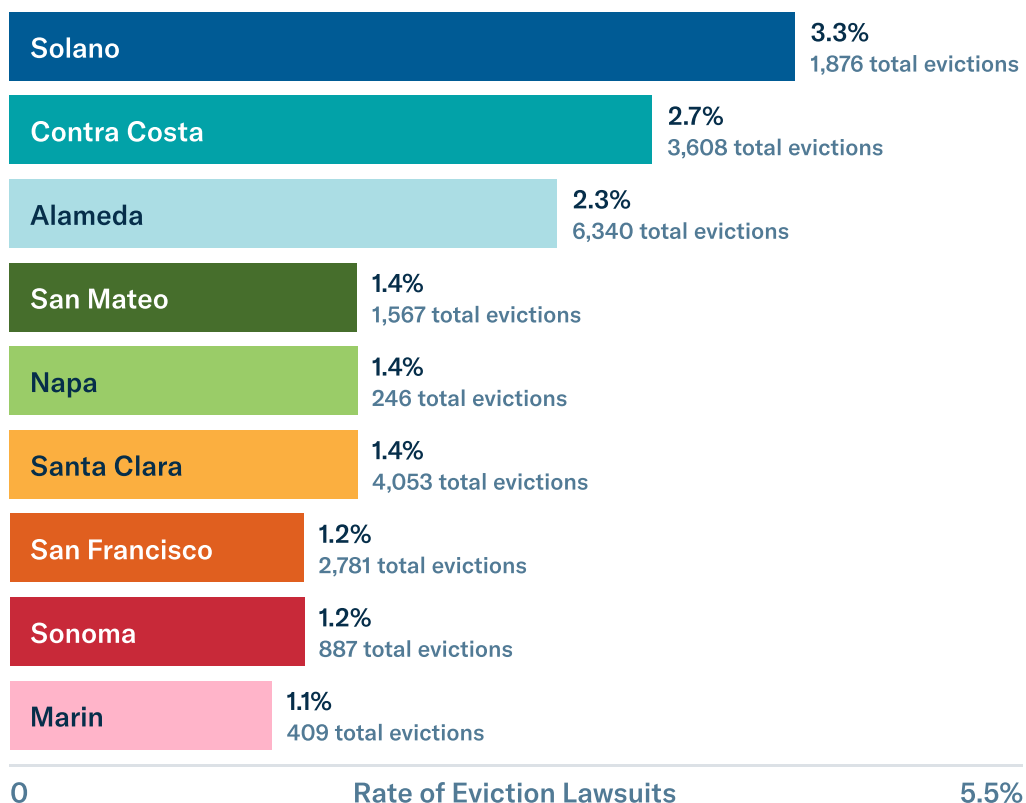
Approximately 21,767 eviction lawsuits were filed in the region from July 2023 through June 2024.¹⁸ Contra Costa and Alameda were among the top three counties for the highest rates and highest absolute numbers of eviction. When adjusted for renter population, Solano, Contra Costa and Alameda counties had the highest rates of eviction lawsuits compared to other counties. Alameda, Santa Clara and Contra Costa counties had the highest absolute numbers of evictions, closely followed by San Francisco, Solano and San Mateo counties (Figure 1).

FIGURE 1

Eviction Lawsuit Rates and Totals by County: Jul 2023-Jun 2024

Sources: California Judicial Council 2025 Court Statistics Report, 2019-2023 American Community Survey Census

Rate is calculated by dividing the number of eviction lawsuits by the total number of renter households in each county. For example, a rate of 3.3% means that 1 in 30 renter households faced an eviction.



Eviction Rates Over Time

Trends over time show a dramatic drop in evictions when various COVID-19 eviction moratoria and emergency rental assistance programs were in effect, followed by a rapid increase as these moratoria phased out and available rental assistance has declined (Figure 2).

In the period from July 2023 to June 2024 evictions matched or exceeded pre-pandemic levels in eight of the nine counties (Figures 2 and 3). Sonoma was the only county with a lower rate and the difference is small. San Mateo, Santa Clara and Napa counties had higher post pandemic rankings compared with other counties. Figure 3 below illustrates the differences between years and counties.

FIGURE 2

Eviction Lawsuit Filed by County: Jul 2015-2016 to Jul 2023-Jun 2024

Sources: California
Judicial Council Court
Statistics Reports

Top to bottom:

- Napa
- Marin
- Sonoma
- San Mateo
- Solano
- San Francisco
- Contra Costa
- Santa Clara
- Alameda

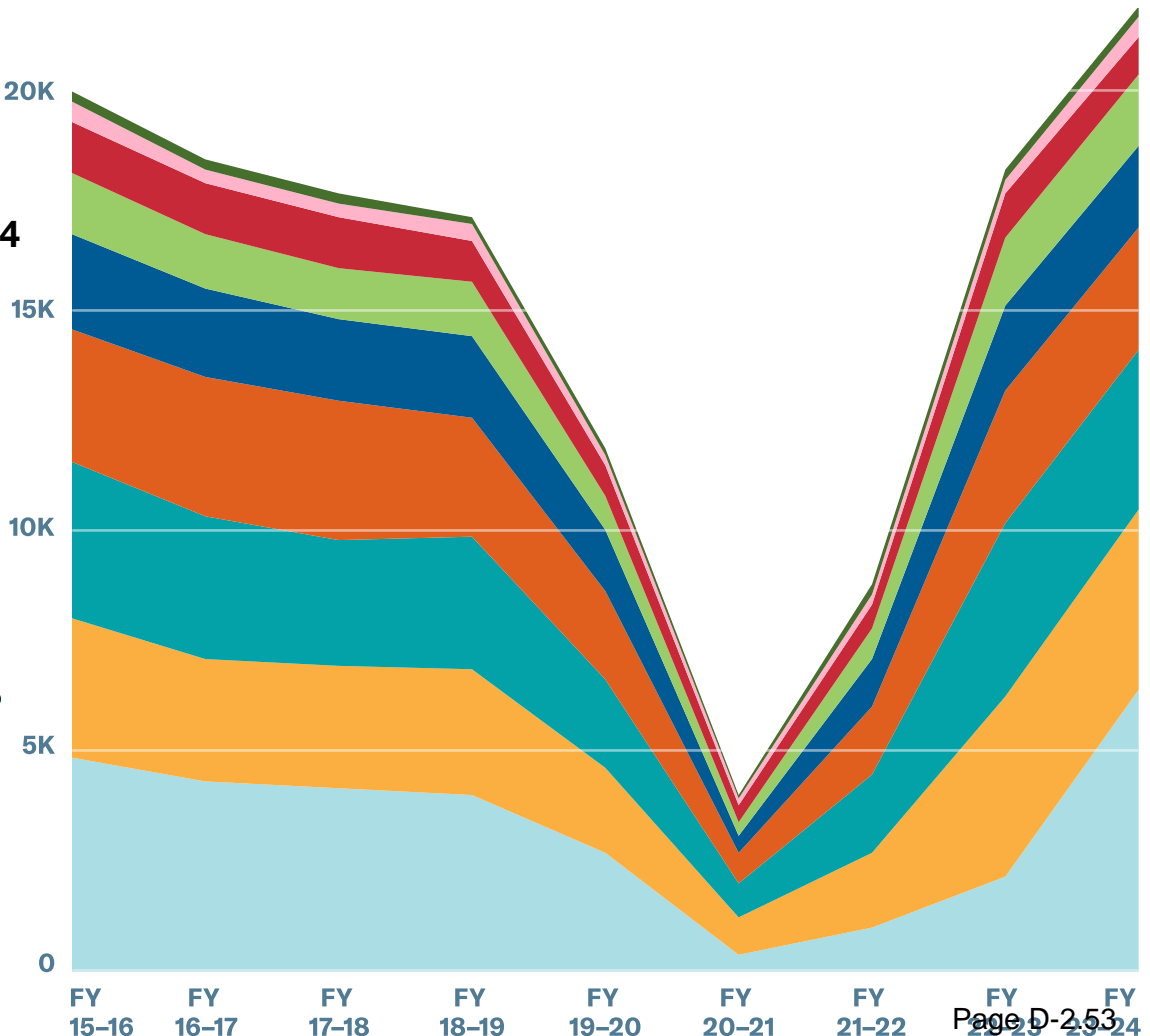
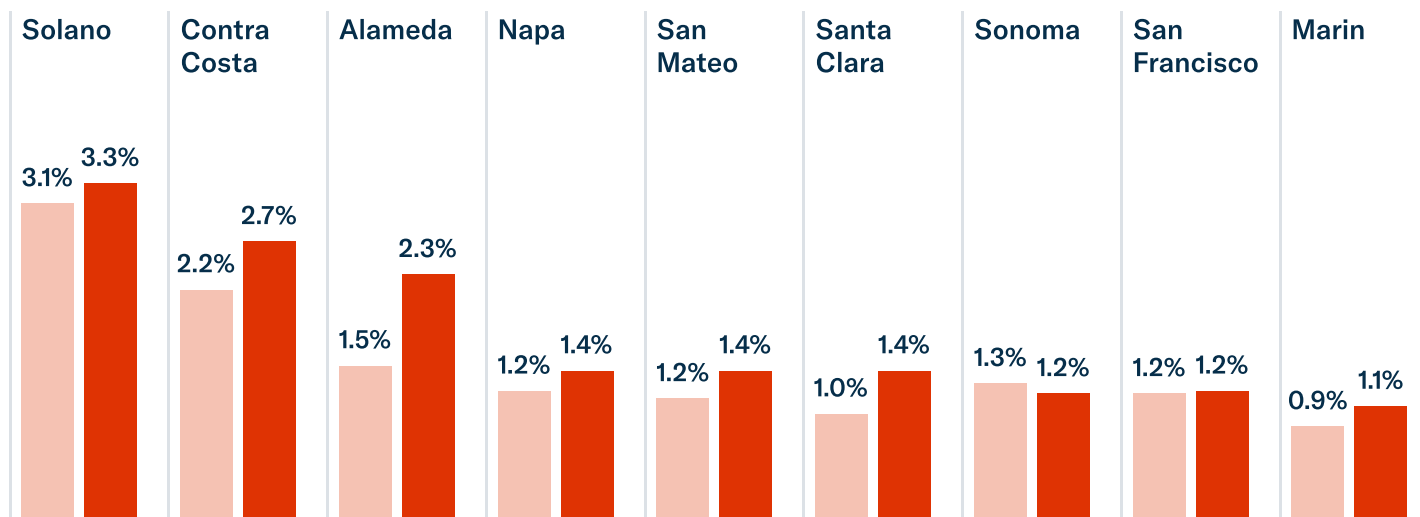


FIGURE 3

**Eviction Lawsuit
Rates by County:
Jul 2018–Jun 2019 vs
Jul 2023–Jun 2024**

Sources: California Judicial Council
2020, 2025 Court Statistics
Reports, CJC Court Statistics
Dashboard; 2019–2013 American
Community Survey Census

Jul 2018–Jun 2019
Jul 2023–Jun 2024



It remains unclear whether the spike in eviction lawsuits represents a continuation of a post-pandemic adjustment due to temporarily suppressed evictions or a longer-term trend. However, tenant legal service providers surveyed for this study reported that in most counties, eviction patterns have changed beyond landlords “catching up” on evictions post moratoria. Tenant legal aid organizations reported that many tenant households they serve have not recovered financially from the pandemic, and that some landlords are less willing to negotiate if a tenant falls behind on rent than they were prior to the pandemic. Rental assistance and emergency housing vouchers, which became more widely available during the pandemic due to federal emergency funds, are running out throughout the state.¹⁹ Legal aid providers report that together these factors make it more challenging to help tenants who are behind on rent to remain in their homes. The long-term effects of these pandemic-related disruptions continue to evolve.

Geographic Distribution of Evictions

A goal of this research was to understand the prevalence of eviction lawsuits based on location. As referenced above, BAHFA received limited data from the courts in Marin, Napa, Santa Clara and Solano counties — and thus cannot track eviction lawsuits in these counties by ZIP code. This lack of standardized locational data limits the ability to fully understand regional geospatial trends in eviction lawsuits.

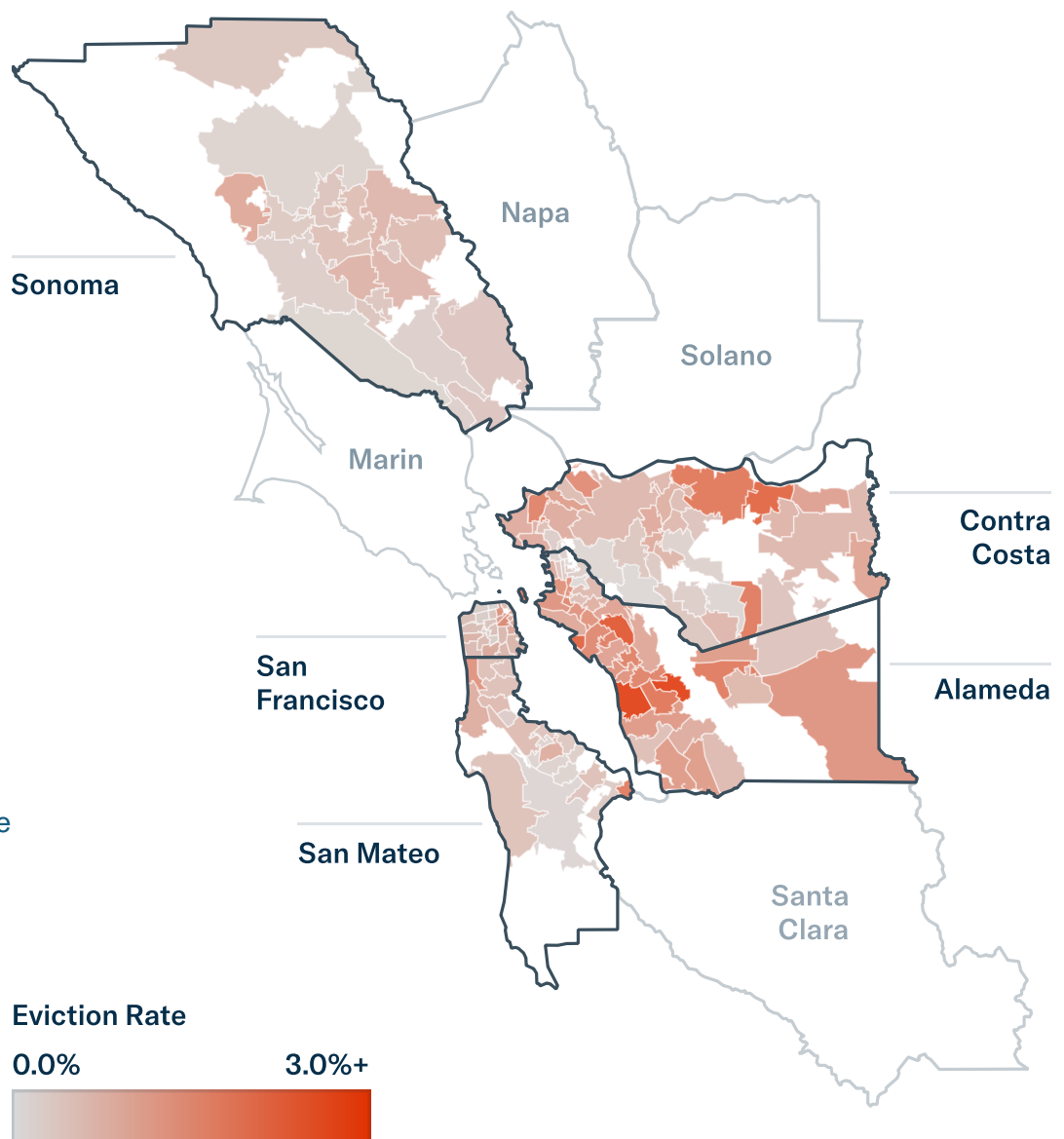
FIGURE 4

Eviction Lawsuit Rates by ZIP Code: Jul-Dec 2023

Sources: County Superior Court Administrative Data

Includes ZIP codes with at least 500 renter households. Time period chosen due to eviction moratoria ending in summer 2023 in Alameda County and San Francisco. Santa Clara, Marin, Solano and Napa counties did not submit requisite data to be included.

White sections of the map correspond to areas where no ZIP codes-level was provided or where a ZIP code contains below 500 renter households.



Data in the counties included in this analysis indicate potential trends that merit further research pending additional data availability. Historically low-income areas such as Richmond, Daly City, East Palo Alto, the South of Market neighborhood of San Francisco and East Oakland show higher rates of eviction in the map above (Figure 4). This finding could reflect a general correlation between eviction rates and ZIP codes with gentrification pressures and lower-than-average incomes.

Separately, there are higher eviction rates in some suburban eastern and northeastern areas of the region that have also experienced increasing suburban poverty rates. Over the past 25 years, poverty rates in some Bay Area suburbs have been on the rise as low-income people have left high cost areas of the region.²⁰ Increasing costs of living have spurred this demographic shift as people seek lower rents in outer areas like Solano, Contra Costa and more affordable parts of Alameda County. However, these areas often have fewer tenant protections and services for tenants. According to Judicial Council data, Solano County has the region's highest eviction rate (3.27%), followed by Contra Costa (2.71%). One quarter of the region's evictions were in Solano and Contra Costa counties from July 2023-June 2024, even though these two counties house only 16% of the region's renter households.

Causes of Eviction Notices

This research sought to understand the rationale for why tenants are being evicted across the region. The “cause” of an eviction is the legal reason cited by the landlord to evict the tenant.²¹ Generally, eviction lawsuits must state the cause for the eviction alleged by the landlord; however, Bay Area courts do not record the stated cause as a separate field in their data management systems and thus regionwide cause data could not be analyzed for this study.

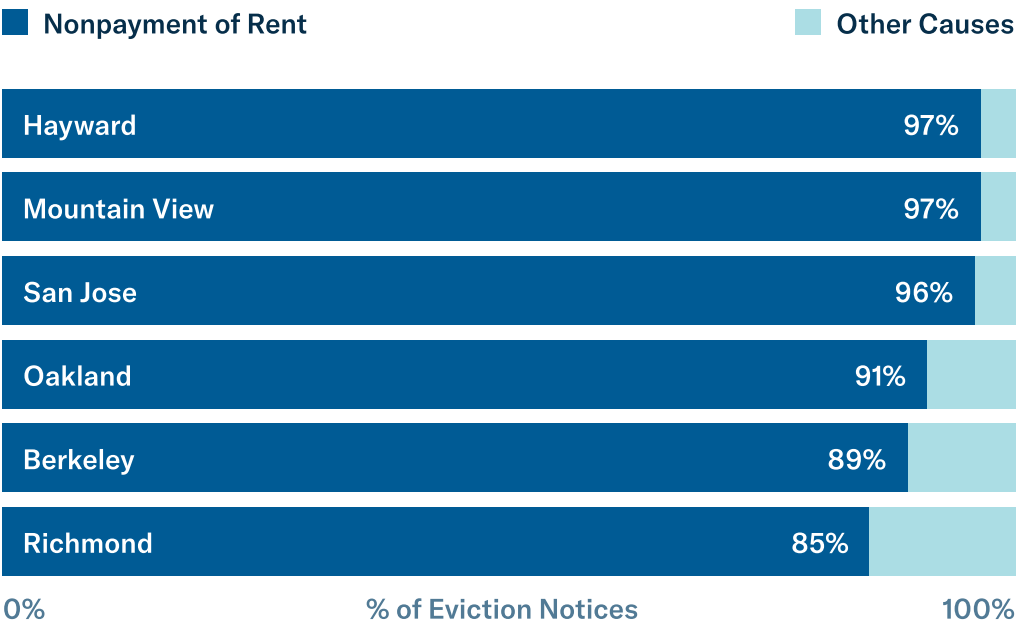
The only comprehensive data on eviction causes obtainable at the time of the study comes from locally administered programs in Berkeley, Hayward, Mountain View, Oakland, Richmond and San Jose.²² These cities require landlords to file all eviction notices with local agencies, who record and track

both the number and causes stated in the notices. Reliable data from all cities was not provided for the pre-pandemic era, and some (but not all) of these jurisdictions had local eviction moratoria that extended until summer 2023; therefore, the data in Figure 5 below encompass only July through December 2023 to ensure appropriate cross-jurisdictional comparison.²³ Given data limitations and the predominance of non-payment notices, this report distinguishes only between nonpayment and all other causes for eviction. Other causes include both at-fault and no-fault evictions such as owner move-ins, removal of a unit from the rental market (Ellis Act) and substantial renovations.

FIGURE 5

Causes of Eviction
in City Notice Data:
Jul-Dec 2023

Sources: San Jose, Mountain View, Hayward, Oakland, Berkeley, and Richmond Housing Departments



As seen in Figure 5, nonpayment was the cause cited in most eviction notices in these cities, representing 85-97% of all notices. Only two of the cities tracked the amount of rent demanded in nonpayment eviction notices: San Jose and Hayward. The median amount of rent demanded in the nonpayment notices (\$2,469 in San Jose and \$2,307 in Hayward) was slightly less than the median cost of one month’s rent in each city. Because not every eviction notice proceeds to an eviction lawsuit, these data do not necessarily demonstrate precise rates for which nonpayment is the cause of eviction lawsuits. These local eviction notice data are, however, some of the best available indicators of the relative causes of eviction activity at a multijurisdictional scale across the Bay Area.

The predominance of nonpayment in local eviction notice data is consistent with a 2025 report from the Stanford Community Law Clinic analyzing eviction lawsuits between 2019 and 2023 in San Mateo county.²⁴ Stanford researchers obtained special permission from the court to confidentially access case-level data for every eviction lawsuit filed in the county. Researchers coded and compared case data from the year prior to COVID-19 (2019) to the year after the expiration of eviction moratoria in the county (2023) to understand pre- and post-pandemic trends. In both years, nonpayment was by far the most common cause of eviction, and the rate of nonpayment cases rose significantly over time: 78.4% in 2019 vs. 85.5% in 2023.

Research from other parts of the state and nation has found that nonpayment of rent is the most common reason cited for evictions.²⁵ For example, in Los Angeles between February 2023 and November 2024, 94% of eviction notices filed with the city were for nonpayment of rent.²⁶ The high prevalence of nonpayment in the reported data and the consistency with which this finding is made across geographies point to macro socio-economic trends linking the unaffordability of housing to evictions.

Rate of Default Judgments

Default judgments occur when a tenant does not formally respond to the notification of an eviction lawsuit. Tenants who fail to respond generally lose the ability to contest the eviction. There are a variety of reasons why a default may occur. Interviewees from legal aid providers and tenant service organizations cited several common reasons, including tenants lacking knowledge of their rights, lacking the resources to respond, fearing engagement with the legal system, or time constraints due to work, childcare or other barriers.²⁷

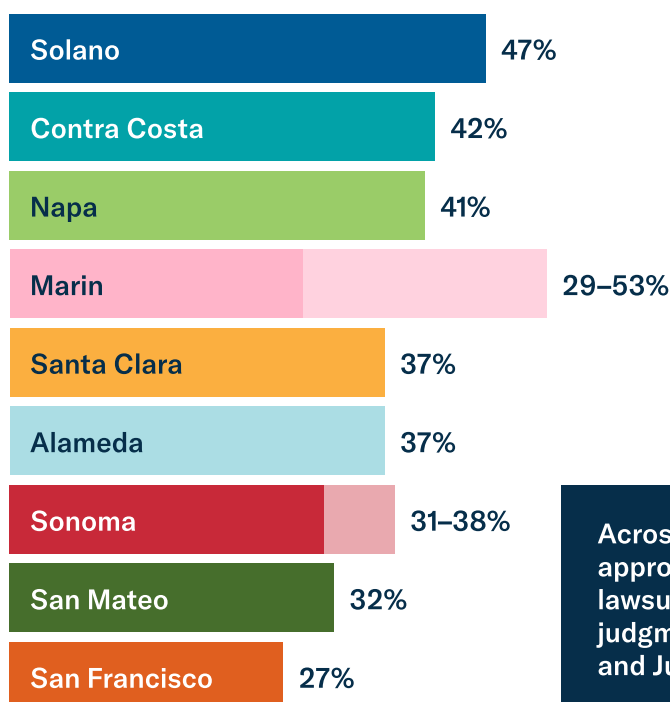
The primary “outcome” data recorded by courts is whether a judge issues a writ of possession to return the property to the landlord. **According to eviction lawsuit data in five of the nine counties, 95% of default judgments resulted in a writ of possession issued versus 21% of cases where a tenant responded.**²⁸ Because default judgments tend to occur

within 60 days of filing an eviction lawsuit, they are not subject to state eviction sealing laws and are typically reported on the tenant's record,²⁹ making it more difficult to find new housing.

FIGURE 6

Estimated Eviction Lawsuit Default Rates by County: Jul 2022-Jun 2023

Sources: California Judicial Council (Santa Clara, Sonoma); Stanford Community Law Clinic (San Mateo); County Superior Court Administrative Data (Sonoma, Marin, Solano, Contra Costa, Napa, Alameda, San Francisco). Ranges used where data sources conflict (Sonoma) or are ambiguous (Marin).³⁰



Across the region, on average approximately 37% of eviction lawsuits resulted in default judgments between July 2022 and June 2023.

Across the region, on average approximately 37% of eviction lawsuits resulted in default judgments between July 2022 and June 2023. Default rates ranged from 47% in Solano county to 27% in San Francisco.

Tenant legal services capacity appears correlated with the rate of default judgment in each county. San Francisco has the highest investment in tenant counseling and rental assistance in the region, and it is the only jurisdiction in the Bay Area with a “right to counsel” in eviction cases; it also has the lowest default rate.³¹ At the opposite end of the spectrum, Solano County’s default rate is the the highest in the region and Solano has among the lowest percentage of low-income renter households served by tenant legal services. It is beyond the scope of this study to evaluate whether there is a causal relationship between the availability of tenant legal services and default rates in eviction lawsuits, but the strong correlation may warrant future local and regional consideration.

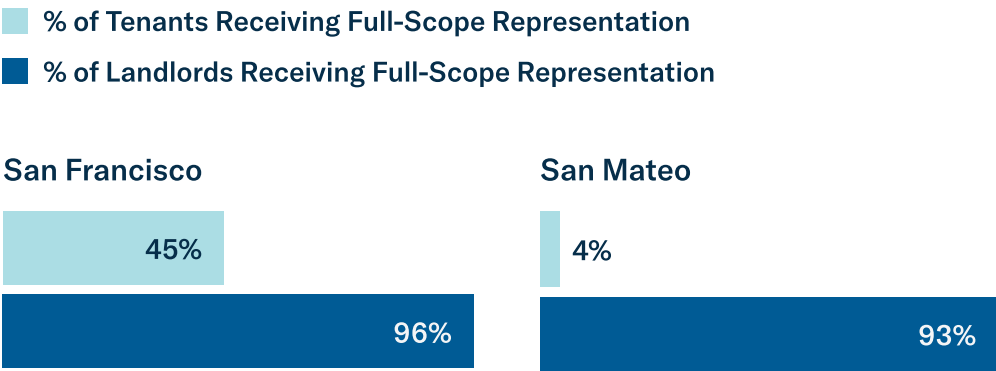
Rates of Landlord and Tenant Representation in San Francisco and San Mateo

Given the complexity of housing law and accelerated pace of eviction proceedings in California, attorneys are important for both landlords and tenants to navigate the process. Court data in each county theoretically tracks whether tenants and landlords were represented in an eviction lawsuit,³² however the data received for this study generally were not reliable enough to conduct this analysis at the regional level. While five counties — Alameda, Contra Costa, San Francisco, San Mateo and Sonoma — provided data on representation, this report only used data from San Francisco and San Mateo in this analysis.³³ The data from Alameda, Contra Costa and Sonoma counties were excluded due to issues with inconsistent field values, ambiguous data definitions and procedural differences, respectively.

In San Francisco and San Mateo County, landlords were far more likely to be represented than tenants (Figure 7). In San Francisco, 45% of tenants were represented compared to 96% of landlords. The relatively high rate of tenant representation in San Francisco is attributable to the tenant right to counsel program, which is the only such program in the region.³⁴ In San Mateo, only 4% of tenants facing eviction were represented compared to 93% of landlords. This aligns with national rates of representation, where on average 4% of tenants and 83% of landlords are represented in eviction cases.³⁵

FIGURE 7
Tenant & Landlord Representation in Eviction Lawsuits in San Francisco and San Mateo: Jul 2022-Jun 2023

Sources: County Superior Court Administrative Data



Eviction Outcomes and Tenant Representation

Data from San Francisco and San Mateo reveal a correlation between the likelihood that a judge issues a court order for eviction and whether a tenant receives legal representation (Figure 8). **From July 2022-June 2023, judges in these counties issued court orders for eviction 48% of the time when the tenant was not represented, and 17% of the time when a tenant did have representation.** Most cases that do not end in court orders for eviction are resolved through alternative means, most commonly settlement agreements that either allow tenants to stay in their homes or provide more favorable terms for moving out.

FIGURE 8

Eviction Lawsuit Outcomes by Tenant Representation in San Francisco and San Mateo County: Jul 2022-Jun 2023

Sources: County Superior Court Administrative Data



Such correlation, while notable, does not necessarily prove causation. In San Mateo County, there are not enough tenant legal service providers to offer representation in all eviction cases. Providers report that they often triage by offering full scope representation in cases where tenants have the strongest legal defenses and the efforts of legal aid attorneys are more likely to make a difference in preserving tenancies. This triaging practice could skew the data and contribute to the correlation. In contrast, however, San Francisco data do not contain the same selection bias because the right to counsel program does not prioritize cases based on merit. Further research is warranted to better understand the impact of tenant legal services on eviction case outcomes, diving deeper into the strong correlation found in these data.

Disproportionate Rates of Eviction in the Bay Area

Bay Area Evictions Disproportionately Occur in Neighborhoods with High Proportion of Tenants of Color, Female-Headed Households and Families with Children.

Prior local and national studies have found that women and people of color are disproportionately impacted by eviction regardless of income. A 2016 San Mateo County study based on case data from local legal aid organizations found that while Latino/a/e/x people comprised 25% of the population, they represented 49% of those who received eviction-related legal services; similarly Black residents comprised 2.5% of the population but represented over 21% of those who received eviction-related legal services.³⁷ Nationally, the Eviction Lab at Princeton University has published evidence that tenants of color, especially Black tenants, are the most disproportionately impacted by evictions, and all indigenous and non-Black people of color are also disproportionately impacted.³⁸ The Center for American Progress has also reported on these trends and found that Black women are at the highest disproportionate risk of eviction.³⁹

The data used for this study does not include per-case demographic information. Instead, the study compares eviction rates in census tracts to the demographic makeup of that census tract, setting thresholds to understand whether eviction rates were correlated with demographic indicators. Sheriff lockout data was used as it is the only source available for all counties with full addresses, allowing for a more precise analysis at the census tract level (more granular than at the ZIP code level). Because not all eviction cases make it to this lockout stage, these data represent a subset.

Findings from this analysis were consistent with previous local and national research. Bay Area census tracts with high proportions of renters of color, female-headed households and households with children face higher rates of eviction by sheriff lockout.

Disparities by Race and Ethnicity	<p>Renters in census tracts with majority renters of color were 78% more likely to experience a sheriff lockout than those in white-majority renter census tracts.</p> <p>Renters in census tracts with a higher proportion of Black renters (more than 14%) were 63% more likely to experience a sheriff lockout than those in other tracts.⁴⁰</p> <p>Renters in census tracts with a higher proportion of Latino/a/e/x renters (more than 40%) were 65% more likely to experience a sheriff lockout than those in other tracts.⁴¹</p>
Disparities by Gender	<p>Renters in census tracts with a higher proportion of female-headed renter households (more than 25%) were 65% more likely to have a sheriff lockout than those in other tracts.⁴²</p>
Disparities by Family Status	<p>Renters in tracts with a higher proportion of renter households with children (more than 30%) were 35% more likely to have a sheriff eviction than those in other tracts.⁴³</p>

Source: Sheriff Lockout Data, 2019-2023 American Community Survey

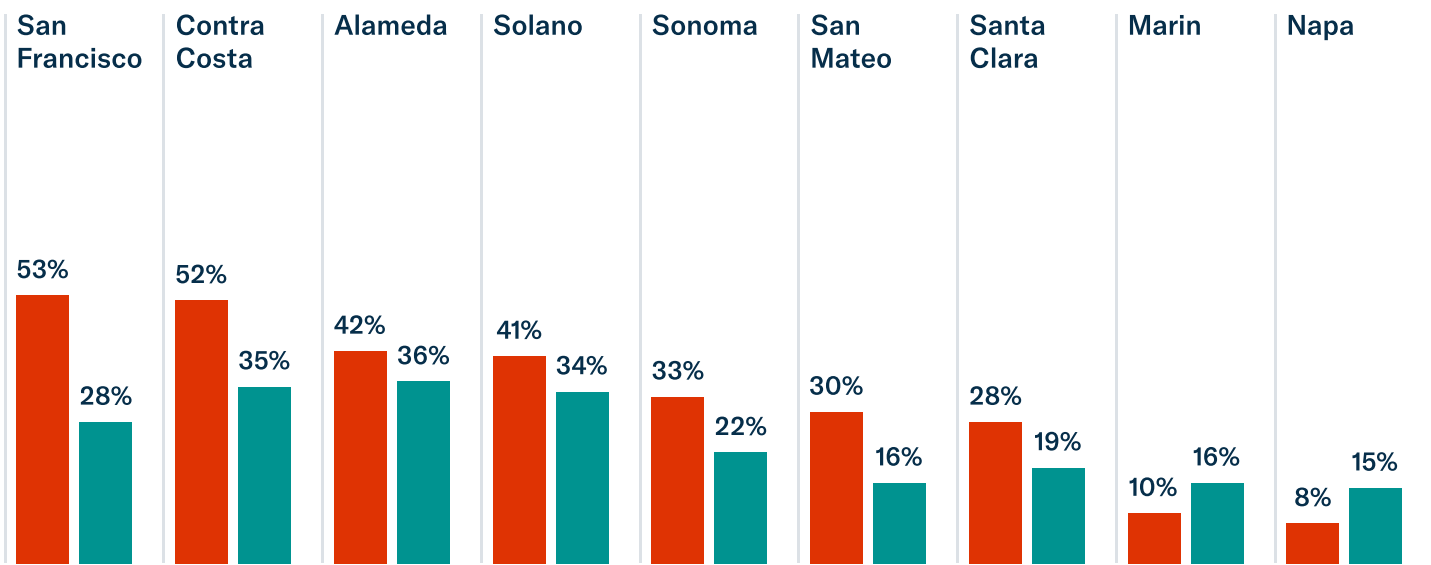
Evictions in the Bay Area Disproportionately Occur in MTC Equity Priority Communities.

The study also compared eviction rates in and outside of the Metropolitan Transportation Commission’s Equity Priority Communities (EPCs).⁴⁴ EPCs are census tracts that have a significant concentration of underserved populations due to their socioeconomic status or identity. Prevalence of eight demographic variables are combined to construct this index: people of color, low-income, limited-English proficiency, seniors 75 years and over, zero-vehicle households, single-parent families, people with a disability and rent burdened households.

FIGURE 9

Sheriff Lockouts in MTC Equity Priority Communities: 2023*

Sources: MTG Plan Bay Area 2050+ Equity Priority Communities, Sheriff Lockout Data
*2022 data used for San Francisco due to data availability. 2023 data used for all other counties



Sheriff lockouts are disproportionately located in EPCs in seven of the nine counties — all but Marin and Napa (Figure 9). While only 27% of all Bay Area renter households live in Equity Priority Communities, 39% of sheriff lockouts happened in them. For example, 53% of sheriff lockouts in San Francisco happened in EPCs, where only 28% of renter households live. In Contra Costa County, even though only 35% of renter households live in EPCs, 52% of all sheriff lockouts in the county occurred in these areas.

Conclusion

The Bay Area Eviction Study highlights the need for local and regional solutions to better track evictions across the region and to help tenants secure and remain in safe and affordable housing.

Improvements to Data Collection and Availability

The partial, inconsistent and occasionally unreliable data collected from a variety of sources for this study underscore the need for significant improvements in eviction data collection and management in the Bay Area.⁴⁵ High-quality data is important to ensure that policymakers can evaluate the scale and nature of eviction pressures in their communities. It is also needed to design, implement and evaluate local and state-level tenant protection programs. Two areas for improvement identified through this study include:

- 1. Increase the quality, quantity and availability of court eviction data.** The California Judicial Council already serves as a centralized reporting agency for the County Superior Courts but the data it receives is significantly limited. Efforts could be made to include more detailed and consistent case information including geography (e.g., ZIP code, city, etc.), whether the parties had legal representation, the stated cause of eviction, case dispositions and timing of filings by date or month. Such improvements to data collection and management would require investments to enhance the reporting capabilities of the courts and the Judicial Council, including additional staff positions and/or technology upgrades.

2. Improve coordination and communication across government agencies and courts to support data-driven policy and programs.

For example, improved coordination would allow housing departments formulating anti-displacement interventions to communicate with court administrators (and vice versa) to design and evaluate programs that are appropriate for the unique needs faced by renters in their communities.

Role for Regional Leadership

BAHFA's legislative mandate includes the ability to raise resources through voter-approved ballot measures across the nine counties to advance affordable housing production, preservation and tenant protections. From such a regional measure, at least 5% of revenue would fund tenant protection programs,⁴⁶ including emergency rental assistance, tenant legal services, tenant education, technical assistance and data tracking. Such programs could directly address eviction challenges and gaps identified in this report. Prior to a successful revenue measure, BAHFA can continue to play a leadership role at the regional scale in coordination with the Metropolitan Transportation Commission and Association of Bay Area Governments by providing technical assistance, coordinating across jurisdictions and tracking information.

Endnotes

- 1 The Bay Area Housing Finance Authority (BAHFA) was established by the California Legislature in 2019. See California Government Code section 64500 et seq.
- 2 Fung, L., Remor, I., Fallon, K. & Holland N. (2023). [Masking the Scarlet ‘E’](#). Urban Institute.
- 3 See California Code of Civil Procedure section 1161.2.
- 4 Tenant screening companies commonly scrape public eviction data that include eviction filings, even if a tenant was not found at fault. Such screening companies then package the data and sell it to landlords who are considering applicant pools for a particular rental unit on the market. See: Dada, T. & Duarte, N. (2022). [Tenant Screening Companies Profit from Eviction Records, Driving Housing Insecurity](#). Shelterforce.
- 5 Cheng, F. (2021). [Why It’s So Hard to Gauge the Extent of California’s Eviction Crisis](#). New America; Mello, F. (2025). They tried to pay their overdue rent. Their landlord wouldn’t accept it. CalMatters.
- 6 See, e.g., Brodie, J., & Zack, L. (2025). [Evictions in San Mateo County: 2019 and 2023](#). Stanford Community Law Clinic, Stanford Law School; Legal Aid Society of San Mateo County; Community Legal Services in East Palo Alto, & The Anti-Eviction Mapping Project. (2016). [San Mateo County Eviction Report: 2016](#). San Francisco Foundation; Werth, A. (2022). [Unrepresented: A Report on Eviction Court Watch in Contra Costa County](#). East Bay Alliance for a Sustainable Economy.
- 7 During COVID-19, eviction moratoria were temporarily implemented across the nation as a public health measure to facilitate compliance with “shelter in place” orders and reduce disease transmission that could have been caused by court processes and relocations. See, e.g., Leifheit et al. [Expiring Eviction Moratoriums and COVID-19 Incidence and Mortality](#). American Journal of Epidemiology. 2021 Dec 1; 190(12):2503-2510. In California, this resulted in multiple overlapping eviction moratoria at the statewide, county, and in some cases the city level. The patchwork of pandemic-related eviction moratoria applicable in the Bay Area wound down between 2022 and 2023. Specifically, the statewide eviction moratorium ended in June 2022. The last remaining local eviction moratorium, in Alameda County, San Francisco and Richmond extended until summer 2023. By the end of summer 2023, all pandemic-related eviction moratoria in the Bay Area had ended.

- 8 National Coalition for a Civil Right to Counsel. (November 2024). [Eviction Representation Statistics for Landlords and Tenants Absent Special Intervention](#).
- 9 See, e.g., Waldinger, D. (2024). [Regulating Evictions: The Role of Landlords](#). Stanford Institute for Economic Policy Research, Gromis, A., Fellows, I., Hendrickson, J. R., Edmonds, L., Leung, L., Parton, A., & Desmond, M. (2022). [Estimating eviction prevalence across the United States](#). Proceedings of the National Academy of Sciences, 119(21).
- 10 The judicial proceedings for “unlawful detainers” have their own special state statutes: California Code of Civil Procedure Sections 1159 to 1179a. Local “just cause for eviction” laws can regulate the substantive bases for eviction but generally cannot alter the state-determined court eviction process. See [Birkenfeld v. City of Berkeley \(1976\) 17 Cal.3d 129](#). Similarly, federal law offers certain rights to tenants who receive some form of federal assistance, though these protections generally do not alter the procedural requirements of state eviction statutes. While the technical legal term of an eviction case is “unlawful detainer,” this report uses the terms “eviction lawsuit” and “court eviction” for ease of understanding.
- 11 The City of Alameda, Berkeley, East Palo Alto, Hayward, Marin County (for unincorporated areas), Mountain View, Oakland, Richmond, San Francisco, and San Jose collect notice data. However, comparable cause of action data from four of these jurisdictions was not available. The City of Alameda and San Francisco do not collect data on nonpayment notices. East Palo Alto digitized their data to share for this study; however, when it was entered electronically cause data were omitted from the notices. Marin County unincorporated area data were too small of a sample size to be used.
- 12 See Assembly Bill 2347 (Kalra, 2024). During the study period, the operative timeline was five days.
- 13 With legal representation it is technically possible to successfully argue a Motion to Set Aside the Judgment, but this is not a typical outcome.
- 14 Less often, a case will be resolved by a dispositive motion before trial.
- 15 Van Dijk, W, Humphries J, Collinson R, Mader N, Reed D, Tennenbaum, D. (2024). [Eviction and Poverty in American Cities](#). Tobin Center for Economic Policy; Ramphal B, Keen R, Okuzuno SS, Ojogho D, Slopen N. (2023). Evictions and Infant and Child Health Outcomes: A Systematic Review. JAMA Network Open. 6(4):e237612; Hoke N, Boen C. (2021) [The health impacts of eviction: Evidence from the national longitudinal study of adolescent to adult health](#). Social Science and Medicine, Elsevier.
- 16 These estimates come from the Milwaukee Area Renters Study, designed by eviction researcher Matthew Desmond, and American Housing Survey, administered by the U.S. Census Bureau. See Sabiha Zinulbhai and Nora Daly. January 20, 2022. [Informal Eviction: Measuring Displacement Outside the Courtroom](#). New America.
- 17 For more information about the local regulatory and administrative landscape for eviction data in the Bay Area, see endnote 11.

- 18 This analysis uses California Judicial Council data for fiscal year 2023-24 (July 2023 to June 2024) to capture the landscape after the end of eviction moratoria, some of which extended into the summer of 2023.
- 19 The California Rent Relief Program closed on March 31, 2022. Other programs continued locally, however as reported in CalMatters in March 2025, emergency housing vouchers and other resources funded by the federal government during the COVID-19 pandemic will not be renewed.
- 20 Soursourian, M. (2012). [Suburbanization of poverty in the Bay Area](#). Community Development Research Brief, San Francisco Federal Reserve. (January), 1-17; Samara, T. R. (2016). [Race, Inequality, and the Resegregation of the Bay Area](#). Urban Habitat. Pan, A. Q., Deakin, E., & Shaheen, S. A. (2023). [Crabgrass confinement: Housing and transportation challenges of low-and moderate-income suburban residents in the San Francisco Bay Area](#). Case Studies on Transport Policy. Vol 14.
- 21 Previously, landlords did not always have to state the rationale for an eviction; absent local just cause for eviction laws, landlords could issue “no cause” eviction notices with 30-60 days’ notice. This changed with the Tenant Protection Act of 2019, which imposed a statewide just cause for eviction requirement on qualifying tenancies.
- 22 For more information about the local regulatory and administrative landscape for eviction data in the Bay Area, see endnote 11.
- 23 At the time of information requests for this study, data from all city programs was only consistently available through the period ending December 2023.
- 24 Brodie, J, & Zack, L. (2025). [Evictions in San Mateo County: 2019 and 2023](#). Stanford Community Law Clinic, Stanford Law School.
- 25 Waldinger, D. (2024) [Regulating Evictions: The Role of Landlords](#). Stanford Institute for Economic Policy Research; see also Groomis, A. et al., (2022). [Estimating eviction prevalence across the United States](#). Proceedings of the National Academy of Sciences, 119, e2116169119.
- 26 Cited in Stanford Law School Law and Policy Lab. (2025). [WIN-WIN Paying Landlords & Keeping Californians Housed](#).
- 27 See also Brenner, R, Gould, I, House S, Lochlead E, O’Regan E. (2023). [Half the Battle is Just Showing](#). New York University Furman Center.
- 28 Due to incomplete datasets Marin, Napa, Solano and Santa Clara counties were not included in this analysis.
- 29 See endnotes 4 and 5.
- 30 The Santa Clara Superior Court did not provide a complete dataset (e.g., missing half of expected cases and several key fields) and thus the Judicial Council was the only source available. For San Mateo County, the rate is taken from the 2025 Stanford Community Law Clinic study given the unique dataset their researchers obtained. Note that in fiscal year 2022-23, San Mateo Superior Court reported a 43% default rate to the Judicial Council. For Sonoma County, a range is provided based on the 30% default rate reported in Superior Court data vs. 43% reported to the Judicial Council. In Marin, a range has been estimated from Superior Court data because the rate is 69

disposition categorization system could not be easily attributed to default judgments. Rates for all other counties (Solano, Contra Costa, Napa, Alameda and San Francisco) are as reported by the local Superior Courts. All rates are for fiscal year 2022-23 except for San Mateo County, which is for calendar year 2023.

- 31 The impact of right to counsel on default rates has been seen elsewhere. In New York City, default rates decreased 34% from 2013-19; right to counsel was passed in 2017 and was phased in over subsequent years. See [NYC Office of Civil Justice 2019 Annual Report](#). (2019). New York City Human Resources Division, Department of Social Services.
- 32 Representation in this context refers to full scope representation. Many tenant legal services organizations also provide limited scope representation in court for specific aspects of a case, and this more limited form of representation is generally not reflected in court data.
- 33 San Francisco's robust services ecosystem and right to counsel program have enabled more reliable data on representation rates. Representation rates for San Mateo County as provided by the Superior Court were deemed reliable given consistency with independent verification from the 2025 Stanford Community Law Clinic Report. Stanford researchers determined a tenant representation rate of 4.8% in calendar year 2023 (compared to 4% from court-provided data for fiscal year 22-23) and landlord representation rate of 92.7% in calendar year 2023 (compared to 93% from court-provided data for fiscal year 22-23). See Brodie, J, & Zack, L. (2025). [Evictions in San Mateo County: 2019 and 2023](#). Stanford Community Law Clinic, Stanford Law School. The rates provided by the Superior Court are used in Figure 6 to enable consistency of data sources across San Mateo and San Francisco.
- 34 Note that while San Francisco's tenant right to counsel program might suggest near-universal representation, 27% of cases in San Francisco result in default judgments and, based on data from the Eviction Defense Collaborative, most of the remaining 28% of cases received limited scope representation due to lack of capacity for full-scope representation. Limited scope representation is not recorded in court data in San Francisco.
- 35 National Coalition for a Civil Right to Counsel. [Eviction Representation Statistics for Landlords and Tenants Absent Special Intervention](#). Last updated November 2024.
- 36 The 2025 Stanford Community Law Clinic study of evictions in San Mateo County includes a similar finding that may extend to limited scope (vs. full-scope) legal services. Stanford researchers found that the likelihood of a writ issuing decreased substantially when default judgments were removed. The Stanford study observes that "[t]he implications of this could be significant from an access to counsel perspective, because presumably access to an attorney, even a limited scope attorney who helps only with response paperwork, increases the chance that a tenant will file a response. In turn, that filing of a response dramatically decreases the chances of a writ being issued." Brodie, J, & Zack, L. (2025). [Evictions in San Mateo County: 2019 and 2023](#). Stanford Community Law Clinic, Stanford Law School.

Evictions in the Nine-County Bay Area

- 37 Created in collaboration with the Legal Aid Society of San Mateo County, Community Legal Services in East Palo Alto (CLSEPA) and the Anti Eviction Mapping Project. (2016). [San Mateo County Eviction Report: 2016](#). San Francisco Foundation.
- 38 Heburn, P, Louis R, & Desmond, M. (2020). [Racial and Gender Disparities Among Evicted Americans](#). The Eviction Lab.
- 39 The Center for American Progress. (2023). [The Disproportionate Burden of Eviction on Black Women](#).
- 40 Census tracts with more than 14% Black renters are in the top 20th percentile for this demographic in the Bay Area.
- 41 Census tracts with more than 40% Latino/a/e/x renters are in the top 20th percentile for this demographic in the Bay Area.
- 42 Census tracts with more than 25% female-headed renter households are in the top 20th percentile for this demographic in the Bay Area.
- 43 Census tracts with more than 30% renter households with children are in the top 20th percentile for this demographic in the Bay Area.
- 44 The Metropolitan Transportation Commission and the Association of Bay Area Governments Executive Board jointly govern the Bay Area Housing Finance Authority. The EPC framework is utilized by both agencies in making policy and funding decisions and is updated every four years based on data from the American Community Survey. Note that the EPCs are being updated as part of Plan Bay Area 2050+; this study utilizes EPC layers developed using the American Community Survey vintages 2014-2018 (for Plan Bay Area 2050 & 2050+) and 2018-2022 (for Plan Bay Area 2050+ only). For more information, review the [2050+ EPC Update website](#).
- 45 The data quality challenges with eviction court data are not unique to the Bay Area. See, e.g., Parton, A., Gromis, A., & Desmond, M. (2020). Inaccuracies in Eviction Records: Implications for Renters and Researchers. *Housing Policy Debate*, 31(3-5), 377-394. [doi.org/10.1080/ 10511482.2020.1748084](https://doi.org/10.1080/10511482.2020.1748084).
- 46 Funding is contingent upon eligibility in the underlying revenue source. For example, BAHFA has authority to propose a general obligation bond, which, pursuant to the state constitution, cannot be used to fund most services and therefore has limited applicability to the enumerated tenant protection programs.



ASSOCIATION OF BAY AREA GOVERNMENTS
METROPOLITAN TRANSPORTATION COMMISSION

Bay Area Housing Finance Authority

Bay Area Metro Center
375 Beale Street, Suite 800 | San Francisco, CA 94105

Tel: 415.778.6700
Email: info@bayareametro.gov
Web: mtc.ca.gov/bahfa