

Bond Case Briefs

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Ballinger v. City of Oakland

United States Court of Appeals, Ninth Circuit - February 1, 2022 - 24 F.4th 1287 - 22 Cal. Daily Op. Serv. 1444 - 2022 Daily Journal D.A.R. 1189

Landlords filed § 1983 action alleging that city's requirement that they pay relocation fee to their tenant before they could move back into their own home upon expiration of lease constituted unlawful physical taking.

The United States District Court for the Northern District of California dismissed complaint, and landlords appealed.

The Court of Appeals held that:

- Relocation fee was not unconstitutional physical taking;
- Ordinance did not effect "physical taking" under Takings Clause;
- Ordinance did not place unconstitutional exaction on landlords' preferred use of their home; and
- Landlords' payment of relocation fees did not constitute "seizure" for Fourth Amendment purposes.

Relocation fee that city ordinance required landlords to pay their tenant after terminating lease for cause was not unconstitutional physical taking; ordinance merely regulated landlords' use of their land by regulating relationship between landlord and tenant.

City ordinance requiring landlords to pay tenant relocation fee upon termination of lease for cause merely imposed obligation to pay money on happening of contingency, which happened to be related to real property interest, but did not seize sum of money from specific fund, and thus did not effect "physical taking" under Takings Clause; relocation fee was monetary obligation triggered by landlords' actions with respect to use of their property, not burden on their interest in property.

City ordinance requiring landlords to pay tenant relocation fee before they could move back into their own home upon expiration of lease did not conditionally grant or regulate grant of government benefit, such as permit, and thus did not place unconstitutional exaction on their preferred use of their home, in violation of Takings Clause.

Landlords' payment of relocation fees to tenants pursuant to city ordinance did not constitute state action, and thus did not constitute "seizure" for Fourth Amendment purposes; city did not participate in monetary exchange, exercise coercive power over tenants, or actively encourage, endorse, or participate in any wrongful interference by tenants with landlords' money.