



Rent Stabilization Board

RENT STABILIZATION BOARD
Regular Meeting
Thursday, January 20, 2022
7:00 p.m.

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e)(3), City Council Resolution 70,030-N.S., and City of Berkeley Rent Stabilization Board (Rent Board) Resolution 21-29, this meeting of the Rent Board will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolutions and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/81121155936?pwd=TGHlZ25HV3luZWpIWmE5YlJ2WVJ4Zz09>. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "Raise hand" icon by rolling over the bottom of the screen.

To join by phone: Dial 1-669-900-6833 and enter Meeting ID: 811 2115 5936 and Passcode: 837486. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Chair.

To submit an e-mail comment, email amueller@cityofberkeley.info with the Subject Line in this format: "RENT BOARD MEETING PUBLIC COMMENT ITEM." Please observe a 150-word limit. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 5:00 p.m. on the day of the meeting in order to be included.**

Please be mindful that this meeting will be recorded, and all other rules of procedure and decorum will apply for Rent Board meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953, 54956, and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368. The Rent Board may take action related to any subject listed on the Agenda.

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AGENDA

*Times allotted for each item are approximate and may be changed at the Board's discretion during the course of this meeting.

1. **Roll call** – 1 min.*
2. **Approval of Agenda** – 1 min.*
3. **Public Comment** – 2 min. per speaker for items on the agenda*
4. **Public Comment** – 2 min. per speaker for *non*-agendized items*
5. **SPECIAL PRESENTATION** by Tribal Chief Corrina Gould on the Importance of Land Acknowledgements
6. **CONSENT ITEMS** – 1 min.*
 - a. Approval of December 16, 2021 regular meeting minutes
7. **Public Comment** – 2 min. per speaker for Action Items*
8. **ACTION ITEMS**
 - a. From Board Members, Committees, and Executive Director
 - (1) Recommendation to adopt proposed amendments to Regulation 801 [Proper Filing of Rent Registration Statement] – *Second reading* (IRA/AGA/Registration Committee) – 5 min.*
 - (2) Recommendation to adopt proposed amendments to Regulation 1311 [Alleging Compliance in Complaint] – *Second reading* (IRA/AGA/Registration Committee) – 5 min.*
 - (3) Recommendation to adopt Resolution 22-01 authorizing the Executive Director to modify the contract with Sloan Sakai Yeung & Wong LLP for the 2021-2022 fiscal year (General Counsel) – 5 min.*
 - (4) Recommendation to adopt Resolution 22-02 authorizing the Executive Director to modify the contract with 3Di Systems, Inc. (Executive Director) – 10 min.*
 - (5) Discussion and possible action regarding land acknowledgement for the Rent Board to be read at the start of every meeting and exploration of other possible actions to support indigenous people of Berkeley (Chair Simon-Weisberg, Commissioner Laverde & Commissioner Mendonca) – 15 min.*

- (6) Discussion and possible action to change the name of the Individual Rent Adjustment/Annual General Adjustment/Registration Committee (the “IRA/AGA/Registration Committee”) to the Legislation, IRA/AGA and Registration Committee (the “LIRA Committee”)
(Chair Simon-Weisberg) – 5 min.*

9. INFORMATION, ANNOUNCEMENTS AND NEWS ARTICLES

Please Note: The Board may move Information Items to the Action Calendar.

a. Reports from Board Members/Staff

- (1) Update on the City’s Website Reinvention Project timeline and the Rent Board’s content migration – *Verbal* (Executive Director & Board Secretary) – 5 min.*
- (2) Market Medians Report updated through September 2021 (Executive Director) – 3 min.*
- (3) January 5, 2022 memo to the 4 x 4 Joint Committee on Housing from Mayor Arreguín and Chair Simon-Weisberg: “Recommendation to Revise Berkeley B.M.C. Chapter 13.84 (“Relocation Ordinance”) to better protect tenants during construction due to necessary repairs and new construction of ADUs (Accessory Dwelling Units) and other additional housing units” (Chair Simon-Weisberg) – 3 min.*
- (4) Commissioner attendance records for Board and Committee meetings updated through December 2021 (Executive Director & Board Secretary) – 1 min.*
- (5) January 12, 2022 *The New York Times* opinion video and article by Jeff Seal, Chris Libbey and Nick Libbey titled, “The Landlord’s Worst Nightmare Is a Basic Human Right” (Chair Simon-Weisberg) – 1 min.*
<https://www.nytimes.com/2022/01/12/opinion/new-york-eviction-bill.html?>
- (6) Article by Larisa K. Miller from *Prologue – Quarterly of the National Archives and Records Administration* 45.3-4 (2013) titled, “The Secret Treaties With California’s Indians” (Chair Simon-Weisberg) – 1 min.*
<https://www.archives.gov/files/publications/prologue/2013/fall-winter/treaties.pdf>
- (7) Date to submit agenda topics/items for the February 17th Rent Board meeting:
Friday, February 4th

10. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget and Personnel Committee (Commissioner Selawsky, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA
- b. Eviction/Section 8/Foreclosure Committee (Commissioner Mendonca, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA

- c. IRA/AGA/Registration Committee (Commissioner Kelley, Chair) – 5 min.*
Next regularly-scheduled meeting: Wednesday, February 9th at 5:00 p.m.

(1) January 12th agenda
- d. Outreach Committee (Commissioner Laverde, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA

(1) January 19th agenda
- e. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Chair TBA) – 3 min.* Regularly-scheduled meeting date: TBA
- f. 4 x 4 Joint Committee on Housing: City Council/Rent Board – 5 min.*
Committee Co-Chairs: Mayor Arreguín and Chair Simon-Weisberg
Next regularly-scheduled meeting: Wednesday, February 23rd at 3:00 p.m.

(1) January 11th agenda packet
- g. Ad Hoc Committee on RSB Technology Issues (Chair TBA) – 1 min.*
Next meeting date: TBA
- h. Updates and Announcements – 3 min.*
- i. Discussion of items for possible placement on future agenda – 3 min.*

11. ADJOURNMENT

COMMUNICATIONS DISCLAIMER:

Communications to Berkeley boards, commissions or committees are public record and will become part of the City's electronic records, which are accessible through the City's website. Please note: e-mail addresses, names, addresses, and other contact information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.



Item 6.a.

RENT STABILIZATION BOARD
Regular Meeting
Thursday, December 16, 2021
7:00 p.m.

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE

Pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., this meeting of the City of Berkeley Rent Stabilization Board (Rent Board) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

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RENT STABILIZATION BOARD
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7:00 p.m.

Regular Meeting Minutes – *Unapproved*

1. **Roll call** – Chair Simon-Weisberg called the meeting to order at 7:06 p.m.
Aimee Mueller called roll.
Commissioners present: Alpert, Chang (joined at 7:20 p.m.), Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg
Staff present: Brown, Lecky, Mueller, Siegel, Williams

2. **Approval of Agenda**
M/S/C (Mendonca/Selawsky) MOTION TO APPROVE THE AGENDA WITH THE FOLLOWING CHANGES: MOVE CONSENT ITEMS 6.b. AND 6.c. TO ACTION.
Roll call vote. YES: Alpert, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Chang. Carried: 8-0-0-1.

3. **Public Comment** – for items on the agenda: No speakers.

4. **Public Comment** – for non-agendized items: No speakers.

5. **SPECIAL ORDER OF BUSINESS**
 - a. **Election of Rent Board Chairperson:**
General Counsel Matt Brown opened the floor for nominations. Commissioner Kelley nominated Commissioner Simon-Weisberg, who accepted.

ELECT COMMISSIONER LEAH SIMON-WEISBERG AS RENT BOARD CHAIRPERSON.
YES: Alpert, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg;
NO: None; ABSTAIN: None; ABSENT: Chang.

Commissioner Simon-Weisberg was elected Chair by a vote of 8-0-0-1.

 - b. **Election of Rent Board Vice-Chairperson:**
Chair Simon-Weisberg opened the floor for nominations. Commissioner Selawsky nominated Commissioner Alpert, who accepted.

ELECT COMMISSIONER SOLI ALPERT AS RENT BOARD VICE-CHAIRPERSON.
YES: Alpert, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg;
NO: None; ABSTAIN: None; ABSENT: Chang.

Commissioner Alpert was elected Vice-Chair by a vote of 8-0-0-1.

 - c. **Comments from the newly-elected Chair, Vice-Chair and Commissioners**
Chair Simon-Weisberg and Vice-Chair Alpert thanked their fellow Board members for the opportunity and acknowledged the Board and staff's work over the past year.

Chair Simon-Weisberg also encouraged all commissioners to take some time to meet with new Executive Director Williams.

6. CONSENT ITEMS

Items 6.b. and 6.c. were moved to Action by a prior vote of the Board.

- a. November 18th regular meeting minutes
- b. Recommendation to adopt Resolution 21-31 authorizing modification of the contract with Kinnectics, LLC to increase the amount by \$20,000 for Fiscal Year (FY) 2022 (Executive Director) – MOVED TO ACTION BY A PRIOR VOTE OF THE BOARD.
- c. Recommendation to adopt Resolution 21-32 authorizing modification of the contract with It’s Personnel to increase the amount by \$10,980 for FY 2022 (General Counsel) – MOVED TO ACTION BY A PRIOR VOTE OF THE BOARD.
- d. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director & Registration Unit staff)

Discretionary Waivers

<u>Waiver No.</u>	<u>Property Address</u>
5012	1260 Burnett Street
5014	2640 Dwight Way
5015	1401 Prince Street
5017	1913 Francisco Street

M/S/C (Johnson/Selawsky) MOTION TO APPROVE CONSENT ITEMS 6.a. AND 6.d AS WRITTEN. Roll call vote. YES: Alpert, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Chang. Carried: 8-0-0-1.

7. APPEAL – Case No. **RWN-1649 (1905 Essex St.)**

Parties present:
Chuck Alfonzo on behalf of Appellant.

M/S/C (Laverde/Mendonca) MOTION TO AFFIRM THE HEARING EXAMINER’S DECISION. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 8-0-0-1.

8. Public Comment – for Action Items: No speakers.

9. ACTION ITEMS

Consent items 6.b. and 6.c. were moved to Action by a prior vote of the Board.

Item 6.b. M/S/C (Johnson/Kelley) MOTION TO ADOPT RESOLUTION 21-31, AUTHORIZING MODIFICATION OF THE CONTRACT WITH KINNECTICS, LLC TO INCREASE THE AMOUNT BY \$20,000 FOR FISCAL YEAR (FY) 2022, AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

Item 6.c. M/S/C (Simon-Weisberg/Chang) MOTION TO APPROVE RESOLUTION 21-32, AUTHORIZING MODIFICATION OF THE CONTRACT WITH IT'S PERSONNEL TO INCREASE THE AMOUNT BY \$10,980 FOR FY 2022, AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Selawsky, Simon-Weisberg; NO: Kelley, Laverde, Mendonca, Walker; ABSTAIN: None; ABSENT: None. Carried: 5-4-0-0.

a. From Board Members, Committees, and Executive Director

- (1) Recommendation to adopt proposed amendments to Regulation 801 [Proper Filing of Rent Registration Statement] – *First reading* (IRA/AGA/Registration Committee)

M/S/C (Alpert/Johnson) MOTION TO ADOPT PROPOSED AMENDMENTS TO REGULATION 801 AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- (2) Recommendation to adopt proposed amendments to Regulation 1311 [Alleging Compliance in Complaint] – *First reading* (IRA/AGA/Registration Committee)

M/S/C (Alpert/Johnson) MOTION TO ADOPT PROPOSED CHANGES TO REGULATION 1311 AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- (3) Discussion and recommendation to set the Regular Board Meeting Schedule for 2022 (Executive Director)

M/S/C (Alpert/Chang) MOTION TO ADOPT THE PROPOSED 2022 REGULAR BOARD MEETING SCHEDULE AS WRITTEN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

Commissioners stated their unavailability for the record as follows:

Laverde – unavailable for August meeting
Selawsky – unavailable for September meeting
Mendonca – unavailable for July meeting

Simon-Weisberg – unavailable for August meeting
Chang – unavailable for May meeting
Johnson – unavailable for July meeting

- (4) Recommendation to adopt Resolution 21-33 acknowledging State Attorney General Rob Bonta for his efforts to enforce tenant protections (Chair Simon-Weisberg & Vice-Chair Alpert)

Item 9.a.(4) was heard after the Consent items.

M/S/C (Alpert/Walker) MOTION TO ADOPT RESOLUTION 21-33 AS REVISED AND SEND A COPY OF THE SIGNED RESOLUTION TO ATTORNEY GENERAL ROB BONTA, DEPUTY ATTORNEY GENERALS JOSEPH RAGAZZO AND SUSAN SAYLOR. Roll call vote. YES: Alpert, Chang, Johnson, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None; RECUSED: Kelley*
Carried: 8-0-0-0-1.

*Commissioner Kelley recused himself because his landlord is named in the Resolution.

10. INFORMATION, ANNOUNCEMENTS AND NEWS ARTICLES

**ALL ITEMS BELOW WERE BRIEFLY MENTIONED OR DISCUSSED.
UNDERLINED ITEMS HAVE ADDITIONAL COMMENTS.**

a. Reports from Board Members/Staff

- (1) Update on Commissioner access to their Rent Board email accounts – *Verbal* (Executive Director)
- (2) Update on the City’s Website Reinvention Project timeline and the Rent Board’s portal – *Verbal* (Executive Director & Board Secretary)
- (3) Owner Move-in Eviction Tracking Report updated through June 2021 (Executive Director)
- (4) December 8, 2021 State of California Department of Justice press release titled, “Attorney General Bonta Announces Judgment Against Real Estate Investment Company for Unlawfully Evicting Tenants from Foreclosed Properties” (Chair Simon-Weisberg)
<https://oag.ca.gov/news/press-releases/attorney-general-bonta-announces-judgment-against-real-estate-investment-company>
- (5) Confirmation of the date to submit agenda topics/items for the January 2022 Rent Board meeting (Board Secretary)

11. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget and Personnel Committee (Commissioner Selawsky, Chair)
Next regularly-scheduled meeting: TBA
- b. Eviction/Section 8/Foreclosure Committee (Commissioner Mendonca, Chair) Committee Chair Mendonca highlighted the Owner Move-in Eviction report presented to the Board, and expressed interest in having the Eviction Defense Center and East Bay Community Law Center present to the Board at an upcoming meeting.

Next regularly-scheduled meeting: TBA

(1) December 9th agenda

- c. IRA/AGA/Registration Committee (Commissioner Kelley, Chair) – Committee Chair Kelley reported that the regulation amendments presented to the Board tonight reflect the Committee’s recent work.

Next regularly-scheduled meeting: Wednesday, January 12, 2022 at 5:00 p.m.

(1) December 8th agenda

- d. Outreach Committee (Commissioner Laverde, Chair) – Committee Chair Laverde reported that the Committee received updates on the website, the Fair Chance Ordinance, and state rental assistance funds.

Next regularly-scheduled meeting: TBA

(1) December 15th agenda

- e. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Chair TBA)
Regularly-scheduled meeting date: TBA

- f. 4 x 4 Joint Committee on Housing: City Council/Rent Board – Chair Simon-Weisberg reported that, in the new year, the Committee will be presenting a proposal around habitability plans, and will receive a presentation from the Anti-Eviction Mapping Project. Vice-Chair Alpert clarified that the December meeting had to be cancelled, and the Committee will also consider the Relocation Ordinance in January.

Committee Co-Chairs: Mayor Arreguín and Chair Simon-Weisberg

Next regularly-scheduled meeting: Tuesday, January 11, 2022 at 3:00 p.m.

- g. Ad Hoc Committee on RSB Technology Issues (Chair TBA)
Next meeting date: TBA

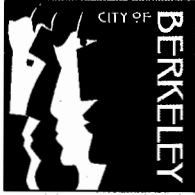
- h. Updates and Announcements

- i. Discussion of items for possible placement on future agenda – Presentation to the Board from anti-displacement/eviction defense providers in January or February (Mendonca); land acknowledgement language (Laverde).

12. ADJOURNMENT

M/S/C (Kelley/Mendonca) MOTION TO ADJOURN. Roll call vote. YES: Alpert, Chang, Johnson, Kelley, Laverde, Mendonca, Selawsky, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

The meeting adjourned at 10:11 p.m.



Rent Stabilization Board
Legal Department

MEMORANDUM

DATE: January 20, 2022

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the IRA/AGA/Registration Committee
By: Matt Brown, General Counsel (MS)

SUBJECT: Proposed Amendments to Regulation 801 [Proper Filing of Rent Registration Statement] and Regulation 1311 [Alleging Compliance in Complaint] – Second Reading

Recommendation:

That the Board adopt amendments to Regulation 801 clarifying the definition of “rent registration statement” for units required to be registered pursuant to recently enacted Measure MM and to Regulation 1311 clarifying that units which are now required to be registered as a result of recently enacted Measure MM, are not in substantial compliance until they have filed all registration statements as articulated in the proposed amendment to Regulation 801(D).

These amendments make clear that the obligation to file all required and approved Board forms for purposes of registration are identical for fully covered units and those units requiring registration under Measure MM and that a landlord’s failure to comply with these registration requirements shall be an affirmative defense to any action for possession of any fully or partially covered rental unit. The full Board reviewed this report on First Reading at its December 16, 2021 meeting and unanimously recommended that the Board adopt these amendments.

Background and Need for Rent Stabilization Board Action:

Board Commissioners have long expressed interest in expanding the scope of services to as many residential rental units as the Rent Ordinance allows. In the past, Board staff have not been able to provide services to many units, because the Board did not collect any registration fees from landlords of those properties. In furtherance of that goal, the Board asked the Council to place a ballot measure on the November 3, 2020 general ballot that would require registration of certain partially covered units; namely rented single family homes, condominiums, and units that qualify as new construction. The mayor’s July 30, 2020 report to Council provided the following rationale for placing the matter on the ballot:

“The Rent Ordinance currently exempts single-family homes, condominiums, and newly constructed rental units from Registration. When owners and tenants of these rental units seek information from the Rent Board, staff is unable to provide them with substantive assistance since the agency is funded by Registration fees and thus only provides assistance to those that are fully covered by the Rent Ordinance.

If a secondary registration fee is adopted for rental units in single-family homes, condominiums, and new construction, Rent Board staff would be able to assist tenants and landlords of these units. In addition, aggregated information about these types of units would allow policymakers to monitor the ongoing housing crisis and improve the efficacy of local regulatory efforts to mitigate the crisis. The Registration Fee for these units would cover only those additional expenses incurred by the Board as a result of counseling the owners and tenants of these partially-exempt units, as well as registration of those units, and would not cover the costs associated with petitions for individual rent adjustments and other services that are not provided to partially-exempt units.”

On November 3, 2020, the voters adopted Measure MM, amending the Ordinance, in part, “authorizing” the Rent Board to collect information from rented single-family homes, rented condominiums and newly constructed units (B.M.C. 13.76.050I, O; B.M.C. 13.76.080L). The measure also allowed the Board to charge a registration fee for these previously partially exempt units (B.M.C. 13.76.060N).¹

In administering Measure MM, the agency now requires landlords of Measure MM properties to pay a reduced registration fee, file an initial “Registration Statement for Partially Covered Units” and annual “Tenancy Registration Forms for Partially Covered Units” (both forms are attached hereto).

Historically, a landlord’s property has been deemed properly registered when all required registration forms have been completed and filed with the agency for all units and all required registration fees and/or penalties have been paid (Board Regulation 801A). In an action to recover possession of a rental unit covered by the Ordinance an owner must allege compliance with the implied warranty of habitability, Section 10 of the Ordinance (Rent Ceiling) and Section 8 of the Ordinance (Rent Registration) for *each unit on the property*. (See BMC section 13.76.130C.) Failure to comply with these requirements is a defense to any such action for possession (See BMC section 13.76.130C. and Regulation 1311).

Board staff have initiated registration efforts to these newly partially covered units. Many landlords have paid registration fees, but there remains a substantial number of landlords that have failed to provide the Board with any information regarding the tenancies in their units. Without this information the Board is unable to provide the “aggregated information about these types of units [that] would allow policymakers to monitor the ongoing housing crisis and improve the efficacy of local regulatory efforts to mitigate the crisis” as the mayor’s report indicated was a fundamental reason the Council supported this item. Since the passage of Measure MM, several Commissioners and Councilmembers alike have made clear that they are relying on information that is collected from these units to recommend further policy associated with rental housing.

¹ The Board has since referred to these units as “partially covered” rather than “partially exempt” in order to eliminate any confusion regarding their registration status.

Measure MM mandates registration requirements for certain types of previously exempt units. It would be helpful to amend Regulation 801 and 1311 to make clear that these units will not be in compliance with Section 8 of the Ordinance until certain specific registration forms are fully completed and filed and that the failure to comply with these registration requirements will remain a defense to an unlawful detainer action for possession as articulated in the Ordinance.

Rationale for Amendments:

These amendments bring into conformity the registration requirements for these two categories of units and expressly make clear that failure to properly register these units will be an affirmative defense to an eviction. To further conform the registration requirements of these categories of units, Regulation 801(G) will remain unchanged. This section of Regulation 801 tracks the “substantial compliance” requirement as laid out in California Civil Code section 1947.7 (the “Petris Act”) which allows a landlord to be in substantial compliance with registration requirements when the owner has made a good faith effort to comply with the Ordinance and has cured any defect in a timely manner after receiving notice from the Board of such defect (Regulation 801(G)(1)(2)).

By amending Regulation 801 and 1311 the Board will create a certain degree of uniformity in registration requirements and make clear that the failure to comply with these requirements is a defense for both fully covered units and those partially covered units under Measure MM.² Clarifying that landlords who fail to file current registration information will not be able to evict tenants of any unit on the property will provide further incentive to file all pertinent registration information, so that there are fewer barriers to staff assisting community members who contact the agency for services and provide more valuable information for policymakers when contemplating future rental housing legislation.

Proposed Regulation 801 and 1311 are attached hereto. Additions are underlined. Deletions are marked with strikethrough.

Name and Telephone Number of Contact Person:

Matt Brown, General Counsel (510) 981-4930
Rent Stabilization Board

Attachments:

1. Proposed Amendments to Regulation 801
2. Proposed Amendments to Regulation 1311
3. Registration Statement for Partially Covered Units
4. Tenancy Registration Form for Partially Covered Units

² Fully covered units must also file Vacancy Registration Forms for each new tenancy complete with tenant information. Measure MM units need only file Tenancy Forms once a year.

801. Proper Filing of the Rent Registration Statement

(A) A rental unit is properly registered in accordance with Section 8 of the Rent Stabilization Ordinance if the landlord or landlord's representative has:

(1) Filed with the Board completed registration statements, on forms provided by the Board, including all of the information required for the individual units and the information concerning all the covered units in the same property;

(2) Paid to the City of Berkeley all required registration fees and penalties due for the unit and all the covered units in the same property; and

(3) Fully completed registration for all covered units on the same property parcel.

(B) A landlord who asserts that he or she is unable to supply required information may request review of his or her registration status by the Rent Stabilization Board Executive Director or the Executive Director's designee. The Executive Director or designee shall determine whether good cause exists to find the landlord properly registered notwithstanding the lack of required information. The request for review shall be made on a form approved by the Executive Director and shall include, without limitation, a declaration under penalty of perjury fully describing the landlord's efforts to obtain the missing information. The Executive Director may specify the nature and extent of the efforts, and documentation thereof which is required. The landlord shall serve a copy of the request for review on all current tenants in the property and known prior tenants who resided in the premises during the time period for which the information is missing. A proof of service by mail on said tenants shall accompany the request for review. The tenants may submit in writing to the landlord any relevant information concerning the request for review within ten (10) days of the date of service of the request upon them. A copy of this information submitted to the landlord shall be filed with the Board. It shall be accompanied by a proof of service by mail upon the landlord. The Executive Director or designee shall determine whether or not the inability to provide the required information resulted from circumstances beyond the control of the landlord. If it is determined that the landlord was not at fault and that the missing information cannot now be produced nor reasonably reconstructed from any available information, the landlord may be found to be properly registered notwithstanding the lack of information. If the reason for the unavailability was within the control of the landlord, no relief shall be granted unless the landlord demonstrates that he or she has otherwise substantively complied with the Ordinance and that the landlord has made all reasonable efforts to obtain or reconstruct the information which is unavailable. A copy of the determination shall be mailed to the landlord and to the tenants of the affected property. The Board may establish an appropriate fee for the filing of a request for review of registration status. No rent withholding petition for non-registration shall be acted upon while a request for review is pending.

(C) In designating a rental unit as properly registered, the Board's intent is to facilitate the rent registration and individual adjustment of rent ceiling processes and the dissemination of information regarding the registration of rental units. Such designation shall not be construed as the Board's certification of the lawful base rent, current lawful rent ceiling or any other information provided on the rent registration statement. Nothing in this Regulation shall preclude the Board nor any person from challenging the accuracy of any information provided in any registration statement or declaration in the context of any proceeding or action.

(D) As used in this Regulation, "rent registration statement" shall include the initial registration statement, any required annual registration statement, any vacancy registration form required under Regulation 1013(K) and any supplemental registration statement approved and required by the Board. **For units covered by B.M.C. 13.76.050I and B.M.C. 13.76.050O, "rent registration statement" shall include the "Registration Statement for Partially Covered Units", all required "Tenancy Registration Forms For Partially Covered Units" and any other supplemental or additional registration forms the Board requires.** This subsection is intended to clarify the existing requirements concerning filing of initial, annual, vacancy and supplemental registration statements.

(E) When the Board determines that it is reasonably necessary to carry out the purposes of the Ordinance, the Board may require landlords to furnish information missing from any initial or annual registration statement or to complete a supplemental registration statement approved by the Board. This may include information which was requested on the 1980-81 registration statement but which was not required by this regulation, or specifically enumerated in the Ordinance at the time the registration statement was filed but which the Board finds it necessary for proper administration of the Ordinance. Any such request for information request for completion of a supplemental registration statement shall be responded to within a reasonable time period to be determined by the Board. If the landlord is unable to supply the information requested, the landlord shall comply with subsection (B). Any request for review pursuant to subsection (B) shall be made within the time specified by the Executive Director. If the landlord does not respond to the request or request review of his or her registration status within the specified time, the landlord may subsequently be held to be unregistered thereafter notwithstanding the fact that the landlord would have otherwise been deemed to have been properly registered under the law and regulations existing at the time the statement which omitted the requested information was originally filed. Any such determination of non-registration shall be prospective only.

(F) Nothing in the subsection (E), above, shall be construed to relieve any landlord of the duty to fully register all his or her covered units and to supply all requested information merely because the Board has not advised landlord of any information which may be omitted by the landlord from the initial, annual or any supplemental registration statements.

801. Proper Filing of the Rent Registration Statement - Page 3

(G) A landlord shall be found in substantial compliance with registration requirements of the Ordinance and Regulation when:

(1) The landlord has made a good faith effort to comply with the Ordinance and regulation concerning registration sufficient to reasonably carry out the intent and purpose of the Ordinance and Regulations; and

(2) The landlord has cured any defect in compliance in a timely manner after receiving notice of a deficiency from the Board.

[Regulation 801 revised in its entirety effective April 13, 1983; Subsection 801(G) adopted March 3, 1986; amended November 21, 1986; Subsections 801 (A), (B), (E) and (F) amended effective June 6, 1997; Subsection (D) amended December 27, 1998.]

1311. Alleging Compliance in Complaint

- (A) In any action to recover possession of a rental unit covered by the Ordinance, except an action to recover possession under subsections 13(a)(7) and 13(a)(8), a landlord shall allege in the complaint for possession substantial compliance with the implied warranty of habitability and compliance with Section 10 (Rent Ceiling) of the Ordinance for the rental unit which is the subject of the action to recover possession, and a landlord shall allege in the complaint for possession compliance with Section 8 (Rent Registration) of the Ordinance for all rental units in the property which contains the rental unit which is the subject of the action to recover possession.
- (B) For purposes of this regulation, a landlord shall not be in compliance with Section 8 (Rent Registration) of the Ordinance until they have filed all registration statements as articulated in Regulation 801 including all Vacancy Registration Forms for fully controlled units and Registration Statements and Tenant Registration Forms for Partially Covered Units for all current tenancies.
- (C) A landlord's failure to comply with the requirements of this regulation shall be a defense to any action for possession of a rental unit covered by the Ordinance.

[Effective Date: May 13, 1981]

City of Berkeley

Rent Stabilization Program
2125 Milvia Street, Berkeley, CA 94704
Phone: (510) 981-7368 (981-RENT) Fax: (510) 981-4910

REGISTRATION STATEMENT FOR PARTIALLY COVERED UNITS

Complete this form only for rental properties with single-family homes, condominiums, or dwelling units that have received a Certificate of Occupancy after 1980.

Use this form to register partially covered rental units for the first time, or to make changes to the status of a partially covered unit that has previously been registered. This form may also be used for any change in ownership, management, or mailing address for a property with partially covered units. This form must be completed and submitted, and the fee paid, **within sixty (60) days** of the change in status.

Berkeley Property Address: PLEASE PRINT LEGIBLY, OR TYPE

Street Number	Street Name	Zip	Number of Units on the property
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PART I. OWNERSHIP INFORMATION

Complete this section if you are a new owner or are registering a property for the first time. List all owners of record (as reflected by the Alameda County Recorder's Office) and each owner's percentage of ownership.

- Date of purchase, or title transfer: _____
- The names of all owners of record, and the percentage of ownership for each owner must be listed for all changes in ownership.

Name	%	Name	%
a) _____	_____	c) _____	_____
b) _____	_____	d) _____	_____

PART II. MAILING ADDRESS AND PRIMARY CONTACT

Complete this section and select either an owner or one agent to receive all correspondence from the Rent Stabilization Program. Bills and correspondence may only be sent to one property; therefore please **CHECK ONLY ONE BOX** to select the billing contact:

Billing Contact: Owner Agent / Manager

OWNER:

Name: _____

Address: _____

City, State, ZIP: _____

Phone: (____) _____

Email: _____

AGENT / MANAGER:

Agency Name: _____

Address: _____

City, State, ZIP: _____

Phone: (____) _____

Email: _____

PART III. UNIT STATUS CHANGE FOR PARTIALLY COVERED UNITS

- Complete this section if you have not yet registered your partially covered property or when you are changing the status of any previously registered partially covered unit.
- This form must be completed and the fee paid within 60 days from the date a unit is rented to avoid the assessment of a penalty.

A. Registration of Partially Covered Units

(If new tenancy, a *Tenancy Registration for Partially Covered Units* form is also required.)

Unit Designation	# of Bedrooms	Date Rented	Rent Per Month	Unit Designation	# of Bedrooms	Date Rented	Rent Per Month
			\$				\$
			\$				\$
			\$				\$

B. Claim of Exemption

All claims of exemption are subject to verification. If you are unclear whether an exemption applies to your unit, you should consult with a housing counselor. You may be liable for fees and possibly penalties if your units are determined, at any time, to be ineligible for the exemption you claim.

If you are claiming an exemption for more than 3 units, please use an additional form.

Unit Designation	Exemption Designation *See list	Date of Exemption	If Owner Occupied, Owner's Name
1) _____	_____	_____	_____
2) _____	_____	_____	_____
3) _____	_____	_____	_____

* List of common Exemption Designations:

Status	Designation
OWNER OCCUPIED	Owner of 50% or more occupies the unit and/or shares kitchen and/or bath with tenant.
SECTION 8	Registered with BHA, Section 8 program.
VACANT and NOT AVAILABLE FOR RENT	This unit is not now occupied by an owner or tenant, and is not available to be rented.
OCCUPIED RENT-FREE	This unit is provided to the tenant by the owner, rent-free, AND does not require any service(s) from the tenant in exchange for the rent-free privilege.
**OTHER	**If you use this designation, you must explain why the unit is exempt.

**Explanation _____

I declare under penalty of perjury that the above information is true and correct to the best of my knowledge and belief.

Signature Date

For Office Use Only

City of Berkeley

Rent Stabilization Program

2125 Milvia Street, Berkeley, CA 94704

Phone: (510) 981-7368 [981-RENT] Fax: (510) 981-4910

E-mail: rent@cityofberkeley.info • Web: www.cityofberkeley.info/rent

Date: _____

Initials: _____

TENANCY REGISTRATION FORM FOR PARTIALLY COVERED UNITS

(Instructions provided on back)

Please file this form **only** for tenancies in:

Single-family homes, condominiums, and dwelling units that received a Certificate of Occupancy after 1980.

Berkeley Rental Property Address: PLEASE PRINT LEGIBLY or TYPE

Street Number	Street Name	Unit #	# of Bedrooms	# of Units/Prop.

Owner/Agent Information (If *new* owner or agent, please also complete an *Amended* Registration Statement):

OWNER: Check if new owner/address

AGENT/MANAGER: Check if new agent/address

Name: _____

Name: _____

Address: _____

Address: _____

City, State, ZIP: _____

City, State, ZIP: _____

Phone: (____) _____

Phone: (____) _____

Email: _____

Email: _____

Send all future correspondence and bills to: **OWNER**

AGENT/MANAGER

Current Tenancy Information:

Beginning date of this tenancy: ____/____/____ Number of Tenants: ____ Initial Rent: \$ ____

Current Rent (if different): \$ ____ Date of Last Rent Increase: ____/____/____

Housing Services: Check the Housing Services *provided* or *paid* by the Owner for the individual unit.

Storage Gas Electricity Water Garbage Parking Laundry Access Heat
Appliances Other _____

Does Lease Prohibit Smoking? Yes No **Effective date of smoking prohibition:** ____/____/____

Prior Tenancy Information: Ending date of prior tenancy: ____/____/____ Voluntary vacancy? _____

Termination by Owner _____ Other (explain): _____

Check one: I am the owner or the owner's agent. I am the tenant (please attach lease agreement).

Declaration: I hereby declare under penalty of perjury that all the information in this Tenancy Registration Form is true and correct to the best of my knowledge and belief.

PRINT Name

Signature

Date

Tenancy Registration for Partially-Covered Units

This form is required **ONLY** for rental units subject to BMC 13.76.050(O):

- Single-family homes, where the current tenancy began after Dec. 31, 1995
- Condominium units
- Dwelling units built after 1980 that have received a Certificate of Occupancy

A Tenancy Registration form must be filed for all non-exempt units annually. The property is deemed out of compliance with registration requirements until filing is completed. (Regulation 1013(K))

Information on this form is used to update the Rent Stabilization Program's records to reflect the current tenants' rent, the number of tenants, and the services included with the rent.

If this unit was previously exempt and is now subject to registration requirements as provided by BMC 13.76.050(N) or BMC 13.76.050(O), a registration fee will be due. You may call our Registration Unit (510) 981-4920 for more information.

If the owner fails to timely file Tenancy Registration information or if the tenant disagrees with the information on the Tenancy Registration form filed by the owner, the tenant may file this form setting forth the required information. The tenant should attach copies of the written rental agreement(s) or other documents showing the correct information.

INSTRUCTIONS FOR COMPLETING THIS FORM

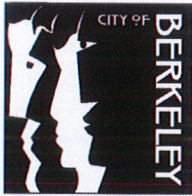
Berkeley Property Address - Write the complete mailing address for this unit. Provide the number of bedrooms in this unit and the total number of units on this property in the appropriate places.

Owner and Agent Information - Provide the name, telephone number and email address of the owner and the owner's authorized representative, if applicable. If the owner's address is different than the address in the Rent Board's records, or if this is a new owner, please check "New owner/address" and file an Amended Registration Statement. If this is a new agent, check "New agent/address." If you list both an owner and an agent, please let us know to whom to send all future notices, correspondence and bills by marking an "X" to select Owner or Agent.

Current Tenancy Information - Indicate the NUMBER of tenants, the DATE the tenant(s) moved in and the total monthly rental payment for the unit. Also check the boxes for the HOUSING SERVICES paid by the owner. As of May 1, 2014, B.M.C. 12.70 prohibits smoking in 100% of multi-unit housing with two or more units. This ordinance requires that leases for all tenancies starting after May 1, 2014, include prohibitions on smoking. Please indicate whether or not the current lease prohibits smoking in the unit, and the date that the prohibition on smoking took effect.

Declaration - The person completing the form must certify under penalty of perjury that all information provided is true and correct.

NOTE: Tenant names and other tenant information will be kept confidential in accordance with the Information Practices Act of 1977.



**Rent Stabilization Board
Legal Unit**

DATE: January 20, 2022
TO: Honorable Members of the Rent Stabilization Board
FROM: Matt Brown, General Counsel *MB*
SUBJECT: Recommendation to adopt Resolution 22-01 authorizing the Executive Director to modify the existing contract with Sloan Sakai Yeung & Wong to add \$50,000 for the current fiscal year.

Recommendation

That the Board adopt Resolution 22-01 authorizing the Executive Director to execute a contract modification with Sloan Sakai Yeung & Wong in an additional amount not to exceed \$50,000 (bringing the contract total to \$100,000).

Background and Need for Rent Stabilization Board Action

The Rent Stabilization Board previously authorized the former Executive Director and Acting Executive Director to execute a contract and a contract extension with Sloan Sakai Yeung & Wong (Sloan Sakai) to advise the Board on various confidential personnel matters and for litigation support for a total amount not to exceed \$50,000.¹ Sloan Sakai has provided the agency with invaluable support during a time of great transition which has included significant staff turnover.

Recently, Sloan Sakai has been assisting with litigation support given that the recent departure of a staff attorney has left the legal unit particularly short-staffed. We anticipate that we will need at least another \$50,000 worth of work from Sloan Sakai for the current fiscal year.²

Financial Impact

The Board has sufficient funds in its FY 2021/22 uncommitted reserve to allocate an additional \$50,000 for a contract modification with Sloan Sakai Yeung & Wong.

Name and Telephone Number of Contact Person

Matt Brown, General Counsel (510) 981-7368

¹ The Board authorized these amounts in Resolution 20-02 (adopted on February 27, 2020) and Resolution 20-13 (adopted on June 18, 2020).

² During the adoption of the 2021-2022 Fiscal Year budget in June of 2021, it was mentioned several times that staff may require additional legal assistance through use of outside counsel. The Board was supportive of this.

RESOLUTION 22-01

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH SLOAN SAKAI YEUNG & WONG THROUGH JUNE 30, 2022,
IN AN AMOUNT NOT TO EXCEED \$50,000**

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley (the “Board”) as follows:

WHEREAS, on February 27, 2020, and June 18, 2020, the Board met in closed session and was apprised of the need to continue ongoing confidential personnel investigations being conducted by an outside investigator concerning Board employees and the need to provide litigation support regarding various matters; and

WHEREAS, the Board allocated funds to the law firm of Sloan Sakai Yeung & Wong when it adopted Resolutions 20-02 (February 27, 2020) and 20-13 (June 18, 2020) to assist with these matters; and

WHEREAS, the Board’s legal unit has been short-staffed for some time and particularly recently by the unexpected departure of a staff attorney; and

WHEREAS, the Board has expressed support for the Executive Director to allocate funds to outside counsel during this time when staff capacity does not meet the demand for litigation support; and

WHEREAS, the Board’s legal staff have continued to work successfully with the lawyers at Sloan Sakai Yeung & Wong; and

WHEREAS, Sloan Sakai Yeung & Wong have particular expertise in litigating matters related to administrative writs of mandates; and

WHEREAS, the Board has a need to assist with matters related to several administrative writs of mandate.

RESOLUTION 22-01

**AUTHORIZING EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT
MODIFICATION WITH SLOAN SAKAI YEUNG & WONG THROUGH JUNE 30, 2022,
IN AN AMOUNT NOT TO EXCEED \$50,000 (Page 2)**

NOW, THEREFORE, BE IT RESOLVED, that the City of Berkeley Rent Stabilization Board hereby authorizes the executive director to execute a contract modification with Sloan Sakai Yeung & Wong through June 30, 2022, in an amount not to exceed \$50,000 (total contract amount not to exceed \$100,000); and

BE IT FURTHER RESOLVED that the Board will reconsider these matters should more funds be necessary to provide further assistance with matters related to litigation; and

BE IT FURTHER RESOLVED that this Resolution shall amend and supersede Resolution 20-13 to the extent there are any conflicting terms.

Dated: January 20, 2022

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chairperson
Rent Stabilization Board

Attest: _____
DeSeana Williams, Executive Director
Rent Stabilization Board



Rent Stabilization Board
Office of the Executive Director

DATE: January 20, 2022
TO: Honorable Members of the Rent Stabilization Board
FROM: DéSeana Williams, Executive Director
By: Lief Bursell, Senior Planner
SUBJECT: Recommendation to adopt Resolution 22-02 authorizing the Executive Director to modify the existing contract with 3Di Systems, Inc. for a total not to exceed \$30,500

Recommendation

That the Board adopt Resolution 22-02 authorizing the Executive Director to execute a contract modification with 3Di Systems, Inc. to amend the payment terms and increase amount payable under the contract by an additional \$30,500 (bringing the contract total to \$472,700).

Background and Need for Rent Stabilization Board Action

On August 13, 2020, the Rent Stabilization Board (Board) authorized the Acting Executive Director to execute a contract with 3Di Systems, Inc. (3Di) to replace the Board's existing rent tracking system (RTS) and case management system with an integrated software solution in an amount not to exceed \$120,700 for the initial development and implementation and then \$60,000 annually for maintenance thereafter. The initial contract length was negotiated for five-years, with a total contract amount not to exceed amount of \$442,200.

In July of 2020, just prior to the Board's authorization of the contract with 3Di, the City Council placed Measure MM on the November 2020 ballot. If passed, Measure MM would create new registration requirements for certain single-family homes, condominiums, multi-family buildings constructed after June of 1980. Staff first consulted with Webmethods, the developer of the RTS database, on the potential for adding Measure MM requirements to that system, however their lead developer did not have capacity to work on these requirements immediately after the November 2020 election.

Staff next approached 3Di regarding the possibility of developing Measure MM registration in their system. After discussing these new requirements, 3Di agreed to add Measure MM registration to the scope of work of their existing contract, without any increase to their initial cost proposal for development. 3Di did not ask the Board to cover the additional costs for the maintenance and support of an additional module that would launch in advance of the rest of the system, when the annual subscription and maintenance payment to 3Di would begin.

As soon as staff learned that Measure MM would pass, 3Di was informed and their team shifted all their focus to the development of the Measure MM registration module. After several months of intense development, Measure MM registration launched on 3Di's system in February of 2021.

3Di has requested a \$1,500 per month in subscription and maintenance fees for Measure MM module. The requested increase to 3Di's contract includes the \$16,500 necessary to pay 3Di for 11 months of support and maintenance of the standalone Measure MM module.

3Di Development and Cyber Security Improvements

Once development of the Measure MM Registration module was complete, 3Di shifted focus to the other modules necessary to replace the functions of the RTS database. After many meetings between 3Di and staff, hours of testing and development, the following modules were planned for go-live in 3Di on December 17, 2021:

- Evictions
- Buyout Agreements
- Petitions & Mediations
- Collections
- Registration for Fully-covered units
- Annual General Adjustment (AGA)

A few weeks prior to the December 17th launch date, a consultant for Berkeley's IT Department performed a "penetration test", which is a cyber security test of the 3Di system that is designed to identify any areas of the system that could potentially be hacked or exploited.

The penetration test of 3Di's system revealed two high priority items that the IT Department's Security Manager asked 3Di address before the December 17th launch. The first was to implement multi-factor authentication for users with administrator roles. Multi-factor authentication is a setting that was already available in the 3Di system and it was enabled upon staff's request.

The other high priority item was to add an integrated malware protection service that can scan any documents uploaded by users of the system for viruses and malware. While an integrated malware scanner was not part of 3Di's original cost proposal, they were able secure and implement a malware scanning service called ClamAv to provide this functionality. Additional details of the malware scanning service and the proposed cost increase are included in the attached change order from 3Di.

3Di has requested \$2,000 for implementation of this service, as well as an ongoing increase to the annual support/subscription cost of \$2,400 per year. The total increase requested over the five-year contract period is \$14,000.

Proposed Change to Payment Terms

The existing 3Di contract requires payment of the \$120,700 in development costs in two separate installments. The first payment is due as soon as all contract deliverables are made and the second is due 12 months later. While the majority of requirements and functions necessary to replace RTS have already been developed, staff anticipate it will take at least several additional months to complete and finalize all deliverables required by the contract. Given the extra work it will take to transition owners of fully-covered units to the new system, it is possible development and fine-tuning will continue into next fiscal year.

3Di has been in the process of developing the agency's RTS replacement system for well over a year, and they have been extremely flexible to adapt to the late addition of the Measure MM requirements. In appreciation of 3Di's good work thus far, staff propose a change to the payment requirements so that the first installment to is payable upon the delivery of all the required modules. The second installment would still be payable no sooner than 12 months after the first payment is due, and it would maintain the requirement that all the contract deliverables are received prior to payment.

This change will allow the agency to pay the first installment to 3Di a little sooner, after the successful launch of the case management module. Removing the potential delay in payment should also provide a little breathing room for staff to work with 3Di to fine tune the system and will still ensure that all contract deliverables are made before the second and final installment is due.

Financial Impact

The Board has sufficient funds in its capital reserve to allocate an additional \$30,500 for a contract modification with 3Di.

Name and Telephone Number of Contact Person

DéSeana Williams, Executive Director (510) 981-7368

Attachments:

1. Change Request #BRB120921-1 for the Addition of an Anti-Virus Engine to 3Di
2. Proposed Resolution 22-02

Change Request # BRB120921-1
for the Addition of an Anti-Virus Engine
to 3Di Engage for Housing
Berkeley Rent Board



3Di, Inc.

3 Pointe Drive, Suite 307

Brea, CA 92821

www.3disystems.com



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3Di Engage SaaS Change Request

As a result of cybersecurity penetration testing performed on the 3Di Engage solution, Berkeley's Information Technology Department requested the addition of malware scanning software.

3Di has implemented ClamAV®. ClamAV® is an open-source (GPL) anti-virus engine used in a variety of situations, including email and web scanning, and endpoint security. It provides many utilities for users, including a flexible and scalable multi-threaded daemon, a command-line scanner and an advanced tool for automatic database updates.

Features include:

- Command-line scanner.
- Milter interface for sendmail.
- Advanced database updater with support for scripted updates and digital signatures.
- Virus database updated multiple times per day.
- Built-in support for all standard mail file formats.
- Built-in support for various archive formats, including ZIP, RAR, Dmg, Tar, GZIP, BZIP2, OLE2, Cabinet, CHM, BinHex, SIS and others.
- Built-in support for ELF executables and Portable Executable files packed with UPX, FSG, Petite, NsPack, wwpack32, MEW, Upack and obfuscated with SUE, Y0da Cryptor and others.
- Built-in support for popular document formats, including MS Office and Mac Office files, HTML, Flash, RTF and PDF.



For more information on ClamAV®, please refer to their website. www.clamav.net

3Di Engage for Housing Pricing with Change Requests

The following table shows the pricing for the requested change(s).

	Year 1	Year 2	Year 3	Year 4	Year 5
Section 1: Change Request Services					
System Testing	\$2,000				
Implementation/Deployment					
Total Change Request Costs	\$2,000				
Section 2: Annual Subscriptions including Anti-Virus Engine					
Current Annual Subscription 3Di Engage for Housing	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Annual Subscription for ClamAV® Anti-Virus Engine	\$2,400	\$2,400	\$2,400	\$2,400	\$2,400
New Annual SaaS Subscription Total	\$62,400	\$62,400	\$62,400	\$62,400	\$62,400
Current Implementation Costs Due	\$ 120,700				
TOTAL DUE	\$185,100	\$62,400	\$62,400	\$62,400	\$62,400

Authorization to Proceed with Change Requests

The information about the change of orders above has been reviewed and by signing below, it means that both parties involved approved the changes.



12/09/2021

Mihir Desai, VP

Date

De(Seana) Williams, Exec. Dir.

Date

3Di, Inc

Berkeley Rent Board

RESOLUTION 22-02

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION WITH 3Di SYSTEMS, INC. TO MODIFY THE PAYMENT TERMS AND INCREASE THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$30,500

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley (the “Board”) as follows:

WHEREAS, the existing RTS and Case Management Systems are critically important for maintaining all the agency’s rental property and client contact information; and

WHEREAS, the RTS and Case Management System are outdated, do not communicate to each other, and are due for replacement with a new integrated software solution; and

WHEREAS, the City of Berkeley issued a formal Request For Proposal (RFP) for vendors to submit proposals for developing a replacement for the Board’s RTS and Case Management System in August of 2019; and

WHEREAS, 3Di Systems, Inc. submitted the only proposal that met both the RFP requirements and had a total implementation cost within the amount budgeted for the project; and

WHEREAS, the Board, on August 20, 2020, authorized the Acting Executive Director to enter a contract with 3Di Systems, Inc. to replace the agency’s existing RTS and Case Management System with an integrated software solution in an amount not to exceed \$120,700 for the initial development and implementation and then \$60,000 annually for ongoing maintenance and support; and

WHEREAS, after the passage of Measure MM in November of 2020, the Board asked 3Di Systems, Inc. to develop an additional registration module to facilitate registration and fee collection for partially-covered, Measure MM units; and

WHEREAS, the Measure MM registration module was successfully developed and launched by 3Di Systems, Inc. in February of 2021; and

RESOLUTION 22-02

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION WITH 3Di SYSTEMS, INC. TO MODIFY THE PAYMENT TERMS AND INCREASE THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$30,500 (Page 2)

WHEREAS, 3Di Systems, Inc. requested the Board pay for the monthly cost of supporting the Measure MM module in advance of the full launch all the modules to replace the functions and requirements of the RTS database; and

WHEREAS, the City of Berkeley's IT Department asked 3Di Systems, Inc. to integrate malware scanning service to the RTS replacement system that was not part of their original proposal; and

WHEREAS, the all system modules necessary to replace the functions and requirements of the RTS database were launched on December 17, 2021 with an integrated malware scanning service; and

WHEREAS, the case management module is the only system module still in development, and it is scheduled to launch early in 2022.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the Executive Director to execute a contract modification with 3Di Systems, Inc. in an amount not to exceed \$30,500 (total contract amount not to exceed \$472,700).

NOW, THEREFORE, BE IT FURTHER RESOLVED, that the Board authorizes the Executive Director to modify the contract with 3Di Systems, Inc. to adjust the payment terms so that the first payment installment for the system development is due upon the launch of all system modules, and the second payment installment for system development is due no sooner than 12 months after payment of the first installment and is only payable after all contract deliverables are made.

RESOLUTION 22-02

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT MODIFICATION WITH 3Di SYSTEMS, INC. TO MODIFY THE PAYMENT TERMS AND INCREASE THE CONTRACT BY AN AMOUNT NOT TO EXCEED \$30,500 (Page 3)

Dated: January 20, 2022

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chairperson
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



Leah Simon-Weisberg, Chair, Berkeley Rent Stabilization Board

Memo

January 20, 2022

To: Berkeley Rent Stabilization Board

From: Chair Leah Simon-Weisberg, Commissioner Paola Laverde, Commissioner Mari Mendonca

Subject: Land acknowledgment for the Rent Board to be read at the start of every meeting and exploration of other possible actions to support indigenous people of Berkeley.

Overview

Hundreds of institutions across the country have begun including land acknowledgements at the beginning of their meetings. The acknowledgement requires each community to take institutional time to remember the devastation upon which our cities were established and be consistently reminded that this land was stolen and the indigenous people of Berkeley are still here with us. Here is an article talking about the growing number of cities considering land acknowledgements.

<https://www.pewtrusts.org/en/research-and-analysis/blogs/stateline/2021/03/17/growing-number-of-cities-weigh-tribal-land-acknowledgements> We are also including a link to the Lisjan Ohlone History & Territory - <https://sogoreate-landtrust.org/lisjan-history-and-territory/> and encourage commissioners to read the history of the land and of the indigenous people who remain here in Berkeley.

Proposed Land Acknowledgment Before Starting a Meeting:

The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and

unceded land of the Chochenyo (Cho-Chen-yo) speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the-Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000 year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay.

We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.

Concrete Policy Goals to Work Collaboratively with the Indigenous Community:

The Berkeley Rent Stabilization Board recognizes that acknowledgement of the land and the people that it has always had relationships with is not enough, and that land acknowledgments should be living documents that provide an opportunity to build working relationships with the Ohlone people.

Below is a list of possible further actions that could be taken. We would like to provide these as potential opportunities as a preview. We believe it would be helpful to refer to the outreach committee to discuss and propose possible action for the next board meeting.

- Co-Sponsor with Ohlone leaders educational webinars for landlords and tenants on meeting Climate Crisis Goals: water conservation, limiting fossil fuels, community caretaking, local sourcing food, etc.
- Consult with local Indigenous leaders when implementing policies that expand or alter housing (Demolition Ordinance, Relocation, ADUs)
- Pursue equity and diversity by recruiting, hiring and promoting Indigenous/Native people in permanent employment and UC Berkeley internships
- Annual webinar and outreach materials for November each year celebrating Native American Month

- Continue to participate in the City's Annual Indigenous People's Day Pow-Wow by tabling every year in October
- Ensure Rent Board materials are inclusive year-round to reflect racial and ethnic diversity in the City of Berkeley
- Encourage the Berkeley City Council to include a similar land acknowledgment before starting each meeting
- Encourage the Berkeley Public School District to include a land acknowledgment before each meeting, and include Ohlone history and current day community in K-12 curriculum

Recommendation

1. Move to include the inclusion at the beginning of each agenda. It shall be included in writing and read aloud at the beginning of each meeting.
2. Refer to Outreach Committee to further develop steps that the rent board can take to show support and build a working relationship with the Ohlone.
3. Share Rent Board Land Acknowledgement on website and board social media.



Leah Simon-Weisberg, Chair, Berkeley Rent Stabilization Board

Memo

January 20, 2022

To: Berkeley Rent Stabilization Board

From: Chair Leah Simon-Weisberg

Subject: Committee appointments and renaming of IRA to LIRA

Each January the Berkeley Rent Board Chair appoints the members of the committees for the calendar year. The Chair did not receive any requests for changes and so has reappointed all members to the same committees. She is requesting that the name of the IRA/AGA/Registration Committee be renamed Legislation, IRA/AGA and Registration and LIRA for short. This reflects that this is the committee that begins the first round of discussion and recommendation for legislation and regulations before bringing it to full Board or 4 x 4 Committee.

COMMITTEE APPOINTMENTS

Budget and Personnel

Commissioner Chang
Commissioner Selawsky
Commissioner Simon-Weisberg
Commissioner Walker
Alternate: Laverde

Eviction/Section 8/ Foreclosure Committee

Commissioner Laverde
Commissioner Mendonca
Commissioner Selawsky
Commissioner Walker
Alternate: Kelley

Legislation / IRA/AGA / Registration (LIRA) Committee

Vice Chair Alpert
Commissioner Johnson
Commissioner Kelley
Commissioner Simon-Weisberg

Outreach Committee

Commissioner Chang
Commissioner Kelley
Commissioner Laverde
Commissioner Mendonca

4 x 4 Joint Committee on Housing – Rent Board and City Council

Vice Chair Alpert
Commissioner Johnson
Commissioner Kelley
Chair, Simon-Weisberg
Alternate: Commissioner Walker

AD HOC COMMITTEE ON RSB TECHNOLOGY ISSUES

Commissioner Selawsky
Commissioner Simon-Weisberg

Chair Recommendation:

1. Approve the above appointments;
2. Change name of the IRA/ AGA/ Registration Committee to Legislation, IRA/AGA and Registration and LIRA for short. This reflects that this is the committee that begins the first round of discussion and recommendation for legislation and regulations before bringing it to full Board or 4 x 4 Committee.

Attachment: Rent Stabilization Board Meeting Procedures, updated April 2019



Rent Stabilization Board

City of Berkeley
RENT STABILIZATION BOARD
BOARD MEETING PROCEDURES

Adopted November 1994

Revised November 2014

Updated November 2016

Updated February 2019

Updated March 2019

Updated April 2019

These procedures are adapted from Robert's Rules of Order. The Board may modify these rules at any time by a majority vote.

REGULAR AND SPECIAL MEETINGS OF THE FULL BOARD

DEBATE AND VOTING

1. Order of Debate. The chair will call upon individual Board members and give them the floor in the order that members have raised their hand to indicate a desire to speak. Since several hands may be raised at once on either side of the Chair, the Chair's determination is final in determining order of debate.
2. It is not necessary for all Board members to speak. It is not necessary for every member to speak, or give their viewpoints on every issue or item on the agenda, especially if their concerns have already been addressed by other Board members. On critical or significant issues, all members will undoubtedly want to indicate individual opinions on the issue but Board members should avoid repetitious debate and should strive to move the debate along promptly.
3. When an agenda item is called, the Chair will call for a staff report. After the staff report, the Board members may ask staff brief questions to clarify facts, but, if there is public input, should not engage in discussion or debate of the issue prior to any public input.
4. Preliminary straw votes. At the conclusion of public input and during the debate the Chair may request preliminary straw votes if it will assist the Board in framing motions.
5. The Board shall debate and discuss issues audibly. Board members should speak clearly into the microphone and avoid "off-mike" and individual conversations during public input and debate.

6. The Chair may move, second and debate from the chair, subject only to these rules. The Chair shall not be deprived of any of the rights and privileges of a Board member. The Chair customarily will take the floor after other Board members who wish to have spoken.
7. Division of a motion. If a motion contains two or more divisible parts, each of which is capable of standing as a complete motion, the Chair may, and upon request of a member shall, divide the same.
8. Withdrawal of motion. A motion may not be withdrawn by the maker without the consent of the Board member seconding it.
9. Correction of a vote. Board members may correct an erroneously cast or recorded vote before the next item on the agenda is called.
10. Voting. On the passage of every motion, the vote shall be taken by voice or roll call vote, determined by Chair, and entered in full upon the record. It is recommended, for record keeping purposes, that a roll call vote be taken when voting on resolutions, fees, budgetary matters, appeals and other action items as deemed appropriate by the Chair.
11. Silence during a voice vote constitutes an affirmative vote. Board members who are silent during a voice vote shall have their vote recorded as an affirmative vote, except when individual Board members have stated in advance they will not be voting.
12. Abstention from vote. A Board member may abstain from voting on any issue, for any reason and should state his or her reason for abstaining. Abstentions do not change the number of votes required for a motion to pass.
13. Not participating - recusals. A Board member who has disqualified (recused) himself or herself pursuant to the Political Reform Act of 1974 because of any financial interest may not participate in the discussion or the vote, or attempt to influence the vote in any way. Commissioners are expected to be familiar with Berkeley's Conflict of Interest Code and the Political Reform Act of 1974, and are encouraged to discuss any potential conflict with the staff attorney prior to the meeting.
14. Tie votes. Tie votes generally mean that no action has been taken on a matter. In the case of an appeal, a tie vote generally signifies that the underlying action stands. Tie votes may be reconsidered on a motion by any member of the Board before the next item on the agenda. In the event of a tie vote, any member of the Board may make a motion to continue the matter to another date. Any continuance shall suspend the running of any time in which action of the Board is required by law. Nothing herein shall be construed to prevent any Board member from placing a matter which resulted in a tie vote on a subsequent agenda.
15. Motion to reconsider. A motion to reconsider any action taken by the Board may be made only during the meeting when the action was taken. A motion to reconsider requires a second, is debatable and is not amendable. Such motion must be made by a

Board member who was on the prevailing side, but may be seconded by any Board member. A motion to reconsider may be made at any time during the meeting and shall have precedence over all other motions. The purpose of reconsideration is to bring back the matter for review. If a motion to reconsider fails, it may not itself be reconsidered. Reconsideration may not be moved more than once on the same motion.

16. Appealing the decision of Chair. The Chair shall decide all questions of debate and voting procedure, subject to appeal by a Board member to the whole Board. When in doubt, the Chair may submit the question to the Board, in which case a majority vote shall prevail. Any procedural decision or ruling of the Chair may be appealed by request of any member. The Chair shall call for a roll call to determine if the Chair's ruling shall be upheld. If said vote passes or results in a tie vote, the Chair's ruling shall stand. If said vote fails, the decision or ruling of the Chair is reversed.
17. Getting the floor. Every Board member desiring to speak shall raise their hand and, upon recognition by the Chair, every Board member shall focus their remarks to the question under debate, avoiding disrespectful remarks or body language.
18. Interruptions. Except for being called to order, a Board member once recognized, shall not be interrupted when speaking, except as otherwise provided for in these rules. A Board member called to order while speaking shall cease speaking until the question or order is determined, and, if in order, said Board member shall be permitted to proceed.
19. There shall be no voting by secret ballot.

MOTIONS

1. The Chair shall ensure that all motions are clearly stated. Before allowing debate to begin and immediately before a vote is taken, the Chair shall insure that all motions are clearly stated. The Chair may request a Board member to restate a motion for clarification may restate the motion or ask staff to restate the motion.
2. Motions defined. The following motions may be made by the Board:
 - a. The main motion. A main motion is a motion on the issue before the Board. It needs a second, is amendable with the consent of the maker and seconder ("friendly amendment"), and is debatable.
 - b. Substitute motion. A substitute motion may be offered on an issue if the maker and seconder of the main motion do not accept a friendly amendment, or to propose an entirely different action. The motion requires a second, is amendable with the consent of the maker and seconder ("friendly amendment"), and is debatable. There may be only one substitute motion considered at a time. A vote is taken on the substitute motion first. If that substitute motion fails, another substitute motion may be proposed. If no other

substitute motion is proposed, a vote is taken on the main motion. If the substitute motion passes, no vote is taken on the main motion.

- c. Fix the time to which to adjourn the meeting to another date. A motion to fix the time to which to adjourn requires a second, is amendable and is debatable only as to the time to which the meeting is adjourned. The purpose is to set a time for continuation of the meeting to another date.
- d. Motion to adjourn the present meeting. This motion requires a second and is not debatable. A motion to adjourn shall be in order at any time, except as follows: (1) when repeated without intervening business or discussion; (2) when made as an interruption of a member while speaking; (3) when the question has been called; and (4) while a vote is being taken.
- e. Motion to take recess. A motion to take a recess requires a second, is amendable but is not debatable. The purpose is to interrupt the meeting for a brief recess.
- f. Motion to raise a question of personal privilege. A motion to raise a question of personal privilege takes precedence over all other motions. The right of a Board member to address the Board on a question of personal privilege shall be limited to cases in which the Board member's integrity, character or motives are directly questioned by another Board member during debate. The maker of the motion may interrupt another speaker if the Chair recognizes the "privilege." The motion does not require a second, is not amendable and is not debatable.
- g. Motion to call for the order of the agenda. A motion to call for the order of the agenda does not require a second, is not amendable and is not debatable. The purpose is to require adherence to the order of the agenda.
- h. Motion to lay on the table. The purpose is to interrupt discussion of the item at hand for more urgent business or to end consideration of an item without action. A motion to lay on the table requires a second, is not amendable and is not debatable. It shall preclude all amendments or debate of the subject under consideration. If the motion prevails, and the subject is tabled, the matter may be taken from the table at any time prior to the end of the meeting.
- i. Motion to call the question. The purpose of this motion is to close debate on the pending motion. To make a motion to call the question, the Board member must be recognized by the Chair. A motion to call the question requires a second, is not debatable and is not amendable. It applies to all previous motions on the subject unless otherwise specified by the maker of the motion. If the motion fails, debate is reopened; if the motion passes, then the Board votes on the pending motion. A motion to call the question requires a two-thirds vote of those Board members present and voting.

- j. Motion to continue to a certain time. A motion to continue to a certain time is amendable and is debatable as to propriety of postponement and time set. Purpose is to continue the matter to another specified time.
- k. Motion to refer. Motion to refer to a City agency, body, committee, board, commission or staff. A motion to refer requires a second, is amendable, and is debatable only as to the propriety of referring. Purpose of the motion is to send subject to another city agency, body committee, board, commission or staff member for further study and report back to the Board, at which time the subject is fully debated.

CLOSED SESSION

- 1. Purpose. It is the policy of the Board to conduct its business in public to the greatest extent possible. However, the Board recognizes that, in certain limited circumstances, public discussion jeopardizes the public interest, compromises the Board's position, and could cost the Rent Program a significant amount of money. Therefore, closed sessions, Board meetings not open to the public, will be held as necessary and in accordance with applicable state laws.
- 2. Rule of Confidentiality. The Board recognizes that breaches in confidentiality can severely prejudice the Board's position in litigation, potential litigation and other negotiations. Further, breaches of confidentiality can create a climate of distrust among Board members and can harm the Board's ability to communicate openly in closed sessions, thereby impairing the Board's ability to perform its official duties.

The Board further recognizes that confidentiality of discussion and documents are at the core of a closed session. Confidentiality is essential if the closed session is to serve its purpose. Therefore, the Board will adhere to a strict policy of confidentiality of closed sessions with authorized disclosure in strict compliance with the state's Brown Act.

SETTING THE AGENDA

- 1. The Chair, in consultation with the Executive Director, shall be responsible for setting the agenda.
- 2. Any individual commissioner may place an item on any Board agenda subject to the following:
 - a. The item must be submitted to the Executive Director by the deadline established for placing items on the agenda, which is 5:00 p.m. on the Monday of the week prior to a regular Thursday meeting. For meetings not on a Thursday, the deadline is seven business days prior to the meeting at 5:00 p.m., unless otherwise established by the Chair and the Executive Director.
 - b. The item must be presented in writing, preferably as a part of the agenda packet that is sent out at least 72 hours before the meeting.

- c. The goal is to have the agenda published by the Friday prior to the Thursday meeting.
 - d. If the item has not been referred to a committee previously, the Board will decide if it is an appropriate issue for the Rent Board, and if so, whether it should be discussed at the time or referred to a committee first.
 - e. A time limit may be established for the committee to report back to the full Board. If the committee does not make a recommendation or report back by the deadline established by the Board, the item will be placed on the next full Board agenda. If the committee cannot reach a majority position on an item, the item may be returned to the full Board by any commissioner or the Executive Director.
 - f. An item on an issue that has not been to a committee or before the full Board previously requires at least two sponsors to place it directly on the action agenda.
 - g. In the event a Commissioner has no co-sponsor, an individual Commissioner may submit an item directly on the action agenda but will only be permitted three minutes or fewer to discuss the item. The Board shall decide by vote after the three minutes whether to continue to discuss the item at that or a future meeting or whether the matter should be referred to a committee first.
 - h. Any item may be moved from information to action at the Board meeting by consent of the Board, or if there is an objection, by a majority of the Board.
3. When producing paper and electronic versions of the Board agenda packet, staff's process is amended as follows:
 - a. News articles submitted as Information Items will be enumerated in the "Information and Announcements" section of the agenda with hyperlinks provided and will generally not be printed for hard-copy agenda packets. Extremely large attachments will be provided as hyperlinks on the agenda but not printed for the hard-copy agenda packets, at the Executive Director's discretion.
 - b. The PDF copy of the agenda packet posted on the Rent Board website will not be bookmarked and will include attachments but no reproductions of news articles (live hyperlinks will be provided instead).

COMMITTEE APPOINTMENTS AND MEETINGS

1. The Chair shall introduce the appointments of committee members at the first meeting following the start of a new biennial term of service (generally, January of odd-numbered years). The procedures for appointments shall be as follows:
 - a. The Chair may appoint no more people per committee than one less than would constitute a quorum of the full Rent Board. In general, this number is four members.

- b. To the extent that compliance with the Brown Act is maintained, the Chair may appoint one alternate per committee. The alternate may serve as a member of a committee when one or more committee members is absent.
 - c. The proposed appointments of the Chair shall be placed on the consent calendar of that meeting.
 - d. The proposed appointments may be removed from the consent calendar for discussion, but amendments to the make-up of committee appointments may only be proposed by motion of the Chair.
 - e. The proposed appointments may be affirmed by a majority vote of the Board.
 - f. If the proposed appointments fail to obtain a majority vote of the Board, the Chair may resubmit the list, making any changes they deem fit, prior to the subsequent Rent Board meeting. The procedure described in this subsections (1)(a)-(e) of this provision shall then be followed again.
2. At any point in their term, the Chair may propose to remove or replace a member or alternate of any committee.
 - a. The removal or replacement of a committee member may only be proposed by the Chair, and is subject to an affirmative vote of a two thirds (2/3rds) majority of the Board.
 - b. The Chair may disband, reconstitute, or amend the names and subject matter of committees at any time, subject to an affirmative vote of a majority of the Rent Board.
3. Should sections (1) and (2) above be approved by the Rent Board, they shall take effect immediately, but will not apply retroactively to the date of approval.
4. A committee member may request a leave of absence from a committee. If that committee has an alternate appointed, the alternate may serve in their place. If the committee has no alternate, a replacement can be appointed at the discretion of the Chair without requiring an affirmation vote by the full Board.
5. The purpose of a committee is to obtain all of the relevant information on the issues before it, and to fully discuss and debate them before reaching a decision and/or referring the issue to the full Board. As such, the procedures in committees are less formal than those of the full Board:
 - a. The chairperson is expected to fully participate in the discussion.
 - b. Efforts to restrict the expression and debate of minority viewpoints are not allowed, including Calling the Question to end debate.
 - c. No motion is required to discuss an issue.
 - d. A motion to reconsider can be taken up at any time, regardless of when the motion was made, and there is no limit to the number of times it can be reconsidered.

- e. Members of the public may be allowed to participate in the discussion of a particular issue outside of public comment if a majority of the committee agrees.
6. The committee shall elect a chairperson, who will be responsible for setting the agenda, in consultation with the staff person assigned to the committee.
7. Each committee should attempt to establish a regular monthly meeting time.
8. The time for the next committee meeting should, if possible, be confirmed or established before the current meeting is adjourned. Staff will officially notify all committee members of the date and time of committee meeting via email as soon as possible after the time is set.



Rent Stabilization Board

DATE: January 20, 2022

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director
 By: Lief Bursell, Senior Planner
 Jen Fabish, Community Services Specialist

SUBJECT: Market Medians: January 1999 through September 2021

Attached is the Market Medians Report for the third quarter of 2021, which covers the period of July 1, 2021 to September 30, 2021. New tenancies increased by 104% (1863 new tenancies) compared to the third quarter of 2020 (913 new tenancies). The number of new tenancies exceeds that in Q3 2019 (1239 new tenancies), which is likely explained by the return of the student population to Berkeley after attending classes remotely for the majority of the 2020/21 academic year. Compared to market median rents in the third quarter of 2020, the median market rate rent remained the same for all unit sizes except for 3-bedroom units, which decreased slightly.

The table below compares the market median rent data from the third quarter of 2020 to the third quarter of 2021 for residential rental units subject to rent stabilization in Berkeley.

Unit Size	Q3 2020 Median Rent	Q3 2021 Median Rent	% Change
0	\$1,795	\$1,795	0%
1	\$2,100	\$2,100	0%
2	\$2,995	\$2,995	0%
3	\$3,950	\$3,893	-1.46%

Attachment:

1. Market Medians Report: January 1999 to September 2021



Rent Stabilization Board

M E M O R A N D U M

DATE: January 20, 2022

TO: DéSeana Williams, Executive Director

FROM: Lief Bursell, Senior Planner
Jen Fabish, Community Services Specialist

SUBJECT: Market Medians: January 1999 through September 2021

The tables below update and supplement medians provided for the second quarter of 2021. Medians reported in the first section (Medians by Calendar Quarter) are derived from only those units which have had a new tenancy recorded in the Rent Tracking System (RTS) during the reported period.

We have updated the “Citywide” medians (includes all “rented” units regardless of tenancy date by number of bedrooms) and “All Units” medians (reflective of neither the unit size or tenancy date) to include medians as of September 30, 2021. For comparison purposes, December 31, 1998 medians are included below. Changes to previously reported figures are denoted by an asterisk (*).

Medians for 12/31/1998

# BR	Rent	# Units
Studio	\$527	3,725
1 BR	\$624	8,075
2 BR	\$777	5,651
3 BR	\$1,083	915

Medians by Calendar Quarter (new tenancies only)

#BR	1999 (new tenancies)									
	1 st Q 1999		2 nd Q 1999		3 rd Q 1999		4 th Q 1999		12/31/1999 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$689	297	\$715	360	\$745	489	\$725	167	\$715	1,145
1 BR	\$880	487	\$970	601	\$950	683	\$950	326	\$950	1,927
2 BR	\$1,150	303	\$1,350	456	\$1,350	401	\$1,450	161	\$1,300	1,245
3 BR	\$1,500	41	\$1,800	69	\$1,700	57	\$1,745	21	\$1,650	172

2000 (new tenancies)										
#BR	1 st Q 2000		2 nd Q 2000		3 rd Q 2000		4 th Q 2000		12/31/2000 (Year)	
	Rent	# Units	Rent	# Units	Rent	# Units	Rent	# Units	Rent	#Units
Studio	\$750	262	\$800	344	\$850	466	\$850	130	\$800	1,073
1 BR	\$975	415	\$1,100	644	\$1,150	681	\$1,195	292	\$1,100	1,861
2 BR	\$1,300	233	\$1,500	454	\$1,500	408	\$1,500	146	\$1,500	1,173
3 BR	\$1,650	28	\$2,000	76	\$2,000	56	\$1,900	21	\$1,980	171

2001 (new tenancies)										
#BR	1 st Q 2001		2 nd Q 2001		3 rd Q 2001		4 th Q 2001		12/31/2001 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$875	159	\$900	302	\$900	479	\$880	157	\$900	1,002
1 BR	\$1,195	322	\$1,200	557	\$1,200	607	\$1,200	289	\$1,200	1,647
2 BR	\$1,550	144	\$1,775	395	\$1,685	357	\$1,500	165	\$1,650	1,007
3 BR	\$2,000	21	\$2,400	71	\$2,100	36	\$1,500	12	\$2,100	133

2002 (new tenancies)										
#BR	1 st Q 2002		2 nd Q 2002		3 rd Q 2002		4 th Q 2002		12/31/2002 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$875	230	\$875	409	\$875	544	\$800	170	\$850	1,251
1 BR	\$1,100	341	\$1,195	722	\$1,195	661	\$1,100	313	\$1,150	1,932
2 BR	\$1,500	193	\$1,765	526	\$1,600	416	\$1,450	170	\$1,600	1,253
3 BR	\$1,900	22	\$2,250	87	\$2,200	51	\$1,800	27	\$2,150	182

2003 (new tenancies)										
#BR	1 st Q 2003		2 nd Q 2003		3 rd Q 2003		4 th Q 2003		12/31/2003 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$820	231	\$850	365	\$875	478	\$850	130	\$850	1,142
1 BR	\$1,100	321	\$1,150	645	\$1,100	747	\$1,050	262	\$1,100	1,892
2 BR	\$1,400	200	\$1,645	506	\$1,495	463	\$1,350	176	\$1,500	1,326
3 BR	\$1,850	25	\$2,000	84	\$2,100	52	\$1,800	17	\$1,999	185

2004 (new tenancies)										
#BR	1 st Q 2004		2 nd Q 2004		3 rd Q 2004		4 th Q 2004		12/31/2004 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$800	205	\$825	357	\$825	528	\$800	140	\$800	1,129
1 BR	\$1,000	313	\$1,100	596	\$1,050	804	\$1,000	272	\$1,050	1,896
2 BR	\$1,300	194	\$1,500	521	\$1,449	485	\$1,295	149	\$1,400	1,294
3 BR	\$1,650	19	\$2,150	77	\$2,000	68	\$1,550	17	\$2,020	174

2005 (new tenancies)										
#BR	1 st Q 2005		2 nd Q 2005		3 rd Q 2005		4 th Q 2005		12/31/2005 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$825	225	\$850	322	\$850	545	\$830	117	\$850	1,132
1 BR	\$1,050	282	\$1,100	594	\$1,100	800	\$1,050	226	\$1,095	1,832
2 BR	\$1,300	188	\$1,545	527	\$1,476	560	\$1,350	110	\$1,450	1,383
3 BR	\$1,650	15	\$2,030	71	\$2,000	59	\$1,900	7	\$2,000	160

2006 (new tenancies)										
#BR	1 st Q 2006		2 nd Q 2006		3 rd Q 2006		4 th Q 2006		12/31/2006 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$825	186	\$890	332	\$875	554	\$850	90	\$875	1,159
1 BR	\$1,060	298	\$1,150	664	\$1,150	784	\$1,100	176	\$1,100	1,944
2 BR	\$1,400	188	\$1,650	550	\$1,500	537	\$1,445	108	\$1,550	1,430
3 BR	\$1,700	19	\$2,240	77	\$2,000	80	\$2,000	9	\$2,100	191

2007 (new tenancies)										
#BR	1 st Q 2007		2 nd Q 2007		3 rd Q 2007		4 th Q 2007		12/31/2007 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$900	190	\$925	371	\$920	496	\$885	130	\$900	1,099
1 BR	\$1,100	301	\$1,200	698	\$1,200	826	\$1,175	196	\$1,200	1,930
2 BR	\$1,495	166	\$1,700	649	\$1,600	525	\$1,490	122	\$1,600	1,421
3 BR	\$2,400	17	\$2,300	80	\$2,200	98	\$2,250	19	\$2,250	210

2008 (new tenancies)										
#BR	1 st Q 2008		2 nd Q 2008		3 rd Q 2008		4 th Q 2008		12/31/08 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$925	195	\$990	375	\$995	506	\$950	128	\$980	1,116
1 BR	\$1,185	308	\$1,300	704	\$1,290	860	\$1,200	201	\$1,275	1,980
2 BR	\$1,570	202	\$1,898	632	\$1,750	522	\$1,650	102	\$1,775	1,412
3 BR	\$2,200	24	\$2,590	83	\$2,400	113	\$2,400	15	\$2,450	230

2009 (new tenancies)										
#BR	1 st Q 2009		2 nd Q 2009		3 rd Q 2009		4 th Q 2009		12/31/09 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$925	164	\$985	352	\$975	447	\$845	124	\$950	1,081
1 BR	\$1,150	277	\$1,350	633	\$1,250	757	\$1,175	222	\$1,250	1,887
2 BR	\$1,585	138	\$1,900	638	\$1,675	462	\$1,450	143	\$1,700	1,406
3 BR	\$2,450	21	\$2,500	112	\$2,395	86	\$2,100	24	\$2,400	254

2010 (new tenancies)										
#BR	1 st Q 2010		2 nd Q 2010		3 rd Q 2010		4 th Q 2010		12/31/2010(Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$925	173	\$985	337	\$950	518	\$900	98	\$950	1,038
1 BR	\$1,195	244	\$1,295	648	\$1,195	787	\$1,200	189	\$1,225	1,828
2 BR	\$1,500	142	\$1,900	580	\$1,600	523	\$1,500	115	\$1,660	1,365
3 BR	\$1,850	16	\$2,500	113	\$2,395	98	\$2,000	16	\$2,395	241

2011 (new tenancies)										
#BR	1 st Q 2011		2 nd Q 2011		3 rd Q 2011		4 th Q 2011		12/31/2011(Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$895	122	\$975	403	\$995	454	\$955	98	\$970	1,105
1 BR	\$1,175	235	\$1,285	662	\$1,250	722	\$1,250	220	\$1,250	1,899
2 BR	\$1,495	139	\$1,900	621	\$1,650	544	\$1,595	116	\$1,700	1,472
3 BR	\$2,050	21	\$2,570	106	\$2,400	96	\$2,400	12	\$2,400	248

2012 (new tenancies)										
#BR	1 st Q 2012		2 nd Q 2012		3 rd Q 2012		4 th Q 2012		12/31/2012 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$900	152	\$1,025	427	\$1,050	408	\$1,095	87	\$1,050	1050
1 BR	\$1,200	226	\$1,395	578	\$1,345	701	\$1,300	162	\$1,325	1689
2 BR	\$1,600	123	\$2,095	641	\$1,750	501	\$1,700	99	\$1,850	1431
3 BR	\$2,300	16	\$2,700	113	\$2,595	93	\$2,600	12	\$2,595	247

2013 (new tenancies)										
#BR	1 st Q 2013		2 nd Q 2013		3 rd Q 2013		4 th Q 2013		12/31/2013 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,000	132	\$1,100	419	\$1,150	384	\$1,100	96	\$1,100	1139
1 BR	\$1,300	226	\$1,495	664	\$1,450	611	\$1,500	207	\$1,460	1906
2 BR	\$1,750	100	\$2,195	611	\$1,995	480	\$1,950	105	\$2,046	1522
3 BR	\$2,500	15	\$2,900	147	\$2,895	77	\$2,700	16	\$2,895	280

2014 (new tenancies)										
#BR	1 st Q 2014		2 nd Q 2014		3 rd Q 2014		4 th Q 2014		12/31/2014 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,050	147	\$1,249	465	\$1,275	446	\$1,263	124	\$1,250	1098
1 BR	\$1,400	232	\$1,595	721	\$1,620	634	\$1,650	177	\$1,595	1720
2 BR	\$1,900	113	\$2,395	623	\$2,248	457	\$2,000	86	\$2,250	1279
3 BR	\$2,850	16	\$3,250	112	\$3,000	79	\$2896	13	\$3,000	235

2015 (new tenancies)										
#BR	1 st Q 2015		2 nd Q 2015		3 rd Q 2015		4 th Q 2015		12/31/2015 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,295	160	\$1,495	350	\$1,495	358	\$1,548	86	\$1,475	966
1 BR	\$1,695	235	\$1,795	612	\$1,860	520	\$1,900	142	\$1,800	1520
2 BR	\$2,150	125	\$2,695	582	\$2,600	383	\$2,300	97	\$2,600	1194
3 BR	\$2,588	18	\$3,500	112	\$3,498	62	\$3,000	9	\$3,450	213

2016 (new tenancies)										
#BR	1 st Q 2016		2 nd Q 2016		3 rd Q 2016		4 th Q 2016		12/31/2016 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,450	105	\$1,695	279	\$1,600	369	\$1,633	90	\$1,600	912
1 BR	\$1,795	171	\$2,000	480	\$2,050	491	\$1,925	125	\$1,995	1387
2 BR	\$2,395	90	\$2,800	444	\$2,800	282	\$2,500	84	\$2,750	957
3 BR	\$3,300	13	\$3,750	101	\$3,495	51	\$3,150	11	\$3,595	190

2017 (new tenancies)										
#BR	1 st Q 2017		2 nd Q 2017		3 rd Q 2017		4 th Q 2017		12/31/2017 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,500	79	\$1,750	326	\$1,800	343	\$1,600	82	\$1,750	931
1 BR	\$1,995	169	\$2,150	526	\$2,025	457	\$2,000	157	\$2,027	1459
2 BR	\$2,600	75	\$3,012	456	\$2,800	289	\$2,500	88	\$2,800	1014
3 BR	\$3,240	10	\$4,100	105	\$3,650	53	\$3,200	5	\$3,900	186

2018 (new tenancies)										
#BR	1 st Q 2018		2 nd Q 2018		3 rd Q 2018		4 th Q 2018		12/31/2018 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,600	135	\$1,800	328	\$1,895	344	\$1,798	102	\$1,800	999
1 BR	\$1,950	223	\$2,295	592	\$2,195	590	\$2,150	171	\$2,195	1646
2 BR	\$2,504	116	\$3,150	574	\$2,900	401	\$2,800	116	\$2,990	1287
3 BR	\$3,150	20	\$4,066	113	\$3,900	75	\$3,438	16	\$3,900	241

2019 (new tenancies)										
#BR	1 st Q 2019		2 nd Q 2019		3 rd Q 2019		4 th Q 2019		12/31/2019 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,695	93	\$1,797	310	\$1,795	330	\$1,725	77	\$1,800	956
1 BR	\$1,995	163	\$2,233	577	\$2,195	485	\$2,020	146	\$2,150	1520
2 BR	\$2,723	78	\$3,195	506	\$2,895	330	\$2,650	76	\$2,995	1101
3 BR	\$3,500	17	\$4,250	83	\$3,650	76	\$3,200	9	\$3,850	198

2020 (new tenancies)										
#BR	1 st Q 2020		2 nd Q 2020		3 rd Q 2020		4 th Q 2020		12/31/2020 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,600	95	\$1,895	109	\$1,795	249	\$1,700	69	\$1,750	561
1 BR	\$2,000	132	\$2,200	215	\$2,100	319	\$1,950	135	\$2,085	898
2 BR	\$2,672	80	\$3,150	215	\$2,995	278	\$2,500	82	\$2,895	714
3 BR	\$4,113	6	\$3,975	38	\$3,950	57	\$3,450	12	\$3,850	123

2021 (new tenancies)										
#BR	1 st Q 2021		2 nd Q 2021		3 rd Q 2021		4 th Q 2021		09/30/2021 (Year)	
	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units	Rent	#Units
Studio	\$1,638	92	\$1,800	304	\$1,795	367			\$1,795	774
1 BR	\$2,025	147	\$2,150	446	\$2,100	778			\$2,095	1411
2 BR	\$2,550	127	\$2,950	399	\$2,995	588			\$2,900	1138
3 BR	\$3,475	17	\$3,925	78	\$3,893	111			\$3,838	212

Annual Citywide Medians By Number of Bedrooms
(All Units)

Through	12/31/98		12/31/99		12/31/2000		12/31/2001		12/31/2002		12/31/2003	
#BR	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units
Studio	\$527	3,725	\$560	3,840	\$596	3,895	\$650	3,871	\$719	3,854	\$731	3,910
1 BR	\$624	8,075	\$662	8,145	\$714	8,185	\$773	8,184	\$858	8,097	\$900	7,983
2 BR	\$777	5,651	\$835	5,659	\$900	5,693	\$975	5,643	\$1,100	5,562	\$1,200	5,500
3 BR	\$1,083	915	\$1,140	831	\$1,245	816	\$1,350	807	\$1,538	784	\$1,662	765

Through	12/31/2004		12/31/2005		12/31/2006		12/31/2007		12/31/08		12/31/2009	
#BR	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units
Studio	\$750	3,905	\$775	3,928	\$795	3,919	\$825	3,834	\$865	3,762	\$895	3,740
1 BR	\$939	7,941	\$950	7,899	\$982	7,906	\$1,026	7,911	\$1,075	7,951	\$1,100	7,945
2 BR	\$1,250	5,442	\$1,280	5,430	\$1,321	5,451	\$1,395	5,571	\$1,450	5,667	\$1,500	5,721
3 BR	\$1,750	753	\$1,799	733	\$1,820	733	\$1,930	780	\$2,044	853	\$2,100	887

Through	12/31/2010		12/31/2011		12/31/2012		12/31/2013		12/31/2014		12/31/2015	
#BR	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units
Studio	\$895	3,703	\$900	3,813	\$935	3,729	\$975	3,668	\$1,012	3,858	\$1,081	3,899
1 BR	\$1,101	7,895	\$1,129	7,906	\$1,177	7,855	\$1,225	7,893	\$1,293	7,928	\$1,350	7,950
2 BR	\$1,500	5,734	\$1,525	5,804	\$1,587	5,900	\$1,650	5,975	\$1,746	6,004	\$1,846	6,036
3 BR	\$2,150	890	\$2,150	934	\$2,241	987	\$2,350	1,026	\$2,450	1,027	\$2,595	1,034

Through	12/31/2016		12/31/2017		12/31/2018		12/31/2019		12/31/2020		09/30/2021	
#BR	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units	Rent	Units
Studio	\$1,178	4,002	\$1,273	4,042	\$1,395	4,127	\$1,495	4,145	\$1,550	4,068	\$1,591	4,033
1 BR	\$1,439	7,995	\$1,527	8,005	\$1,663	8,056	\$1,756	8,044	\$1,820	8,004	\$1,851	7,996
2 BR	\$1,957	6,046	\$2,076	6,044	\$2,295	6,059	\$2,404	6,045	\$2,495	6,033	\$2,525	6,012
3 BR	\$2,700	1,044	\$2,943	1,031	\$3,200	1,047	\$3,355	1,047	\$3,454	1,043	\$3,500	1,031

Annual Citywide Medians and Averages
(All Units—includes units with 4+ bedrooms)

12/31/1998			12/31/1999			12/31/2000			12/31/2001			12/31/2002		
Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units
\$643	\$720	19,253	\$690	\$787	18,788	\$750	\$865	19,178	\$810	\$943	18,767	\$882	\$1,008	18,784

12/31/2003			12/31/2004			12/31/2005			12/31/2006			12/31/2007		
Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units
\$900	\$1,028	18,617	\$932	\$1,046	18,652	\$950	\$1,062	18,418	\$994	\$1,092	18,534	\$1,042	\$1,147	18,545

12/31/2008			12/31/2009			12/31/2010			12/31/2011			12/31/2012		
Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units
\$1,100	\$1,213	18,798	\$1,150	\$1,260	18,893	\$1,159	\$1,274	18,797	\$1,195	\$1,297	19,027	\$1,236	\$1,345	19,030

12/31/2013			12/31/2014			12/31/2015			12/31/2016			12/31/2017		
Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units
\$1,300	\$1,419	19,093	\$1,375	\$1,498	19,087	\$1,474	\$1,606	19,252	\$1,572	\$1,710	19,411	\$1,675	\$1,816	19,451

12/31/2018			12/31/2019			12/31/2020			9/30/2021			2022		
Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units	Med	Avg	#Units
\$1,800	\$1,956	19,621	\$1,895	\$2,039	19,616	\$1,944	\$2,100	19,485	\$1,970	\$2,138	19,400			



Rent Stabilization Board

City of Berkeley

Number of Reported Qualifying Vacancy Registrations

By Submarket Area through 09/30/2021

(As of 12/13/2021)

(Excludes exempt units)

Housing Tracts by Area:

Area 1, tract nos. 11, 12, 13, 14, 15, 16, 17, 38

Area 2, tract nos. 18, 19, 22, 23, 30, 31

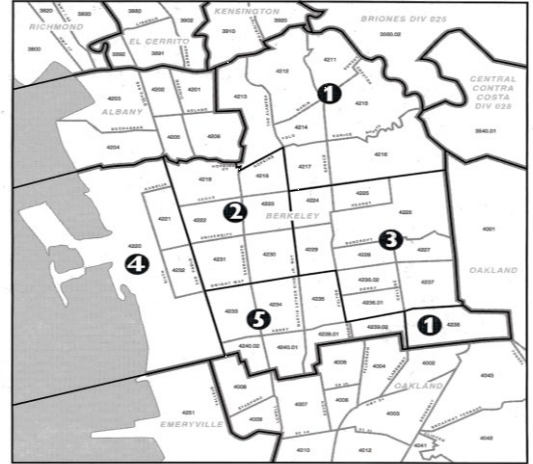
Area 3, tract nos. 24, 25, 27, 28, 29, 36, 37

Area 4, tract nos. 20, 21, 32

Area 5, tract nos. 33, 34, 35, 39, 40

City of Berkeley and Surrounding Cities

Census Tract Map and Market Areas



City of Berkeley Planning Department 2021

Total Number of Registered (“Rented”) Units by Submarket Area

	No. Units	% of total units	09/30/2021 Avg. Rent Ceiling
North Berkeley (Area 1)	1,410	7.27%	\$2,288.92
Central Berkeley (Area 2)	3,533	18.21%	\$1,936.95
University Area (Area 3)	9,962	51.35%	\$2,269.19
West Berkeley (Area 4)	782	4.03%	\$1,751.42
South Berkeley (Area 5)	3,411	17.58%	\$1,943.16
Total	19,400		\$2,137.60

	Submarket Area	No. Units	% of Submarket	09/30/2021 Avg. LRC
Tenancies Starting Before 1999				
1,801 units (9.3% of all units)	1	160	11.35%	\$982.17
	2	446	12.45%	\$889.23
Avg. Rent Ceiling	3	808	7.92%	\$918.29
All units = \$907.07	4	98	12.40%	\$833.40
1 BR = \$827.79 (864 units)	5	309	8.94%	\$890.91

Tenancies Starting 1/1/99 – 09/30/2021				
17,599 units (90.7% of all units)	1	1,250	88.65%	\$2,456.19
	2	3,093	87.55%	\$2,085.99
Avg. Rent Ceiling	3	9,173	92.08%	\$2,385.38
All Units = \$2,263.52	4	685	87.60%	\$1,881.47
1 BR = \$1,973.37 (7,132 units)	5	3,106	91.06%	\$2,046.48

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Jesse Arreguin, Mayor

Leah Simon-Weisberg, Chair, Rent Stabilization Board

Memo

January 5, 2022

To: 4x4 Joint Task Force Committee on Housing: Rent Board/City Council

From: Mayor Jesse Arreguin and Chair Leah Simon-Weisberg

Subject: Recommendation to Revise Berkeley B.M.C. Chapter 13.84 (“Relocation Ordinance”) to better protect tenants during construction due to necessary repairs and new construction of ADUs and other additional housing units.

INTRODUCTION

There has been a long standing gap in protections for tenants occupying units that need repairs, who live in properties destroyed by fires, or live in buildings where other units are being repaired or newly constructed. New state ADU laws which require ministerial approval have also created construction impacts when units are added to existing tenant-occupied properties. Additionally future zoning changes allowing for lot-splits or the addition of units on parcels will result in more construction in neighborhoods. The 4-bedroom ADU built on Harper Street last spring epitomizes the coming new generation of unintended consequences from new state housing laws and the needed protections for tenants living at existing properties slated for construction and addition. <https://www.berkeleyside.org/2021/04/09/berkeley-adu-harper-street-state-law>

Initially passed in 1986, and amended in subsequent years since, Berkeley Municipal Code (B.M.C.) Chapter 13.84 codifies the City’s Relocation Ordinance, the primary vehicle through which tenants receive various benefits when displaced from their home due to either mandated or voluntary code-compliance repairs at the property which necessitate that the tenant temporarily vacate their home.

While the Ordinance underwent substantial revision in 2011, a number of concerns regarding its applicability, administration and enforcement still remain. Administered by various staff in the City’s Housing Department with substantial assistance from Rent Board staff, many landlords and tenants have voiced frustration over several components of the Ordinance.

From a tenant perspective there have been complaints regarding unsafe and disruptive practices during repairs, a rigid review process which often results in a tenant being compelled to remain

in the premises while major repair work is done to their unit and/or building and a lack on the part of the City to enforce the Ordinance in such areas as compelling owners to make actual payments to tenants when legally obligated.

From a property owner perspective there has been frustration about a lack of clear administrative procedures and guidelines as well as difficulties encountered when a dispute arises between landlord and tenant about the need or desire to have the tenant relocate.

On February 24, 2021 , Rent Board Chair Simon-Weisberg provided a PowerPoint presentation to this committee about the City of Los Angeles' Tenant Habitability Program ("THP"). This program, codified in Article 2, Chapter 152.00 et seq. of the Los Angeles Rent Stabilization Ordinance, was created to facilitate the process wherein property owners are able to move forward with substantial repairs and renovations and at the same time mitigate the impacts such work often has on sitting tenants. The THP provides mechanisms and procedures that either allow a tenant to remain in the unit while such work is undertaken or, in the alternative, provide the tenant temporary housing while such work is being done.

We have reviewed the Los Angeles Tenant Habitability Program and find there is much that it offers. The program offers landlords and tenants clear directives and guidance from the onset of any proposed construction work and just as importantly empowers the City to review and adjudicate proposals from the property owner when such work is being contemplated.

Thus, this report recommends that the 4x4 Committee recommend to the City Council, in concept, that the City move towards a model that reflects that of the Los Angeles THP.

BERKELEY RELOCATION ORDINANCE (B.M.C. 13.84)

Initially passed in 1986 and amended several times since, the City's Relocation Ordinance is codified as B.M.C. Chapter 13.84. After a lengthy review process which included input from community stakeholders and City commissions, the Ordinance was substantially amended in 2011.

Since its inception, the purpose of the Ordinance has always been "...to provide relocation services and require property owners to make certain payments to ..tenant households temporarily relocated as a result of code enforcement...or voluntary code compliance..." (B.M.C. 13.84.010). The Ordinance applies to all residential households and provides few exceptions when work is mandated (B.M.C. 13.84.020B [definition of household and unit], 13.84.020C, 13.84.030B [definition of natural disaster which exempts property owners from complying with the Ordinance]).¹

The following section describes how the Ordinance operates in theory and in practice as well as difficulties and concerns that have arisen since it's most recent 2011 implementation.

¹ It is noted that there has been some misunderstanding of the Ordinance's applicability within the City. It is important to note that the Ordinance applies to all residential tenancies and not just those covered by the City's Rent Stabilization and Good Cause for Eviction Ordinance and that fires that are not a "natural event" such as a "forest fire" do implicate and trigger the Ordinance.

1. Eligibility

a. Application:

Initially, the City's Relocation Ordinance is only available to parties if either the City determines the unit cannot be safely occupied while City-mandated code compliance work is being undertaken or if it is determined that voluntary code compliance work or fumigation work initiated by the owner necessitates the tenant temporarily vacating their unit (B.M.C. 13.84.030A; 13.84.060A, C).

b. Practice:

In practice, the triggering aspect of the Ordinance is one of its greatest blind spots. It is understood throughout the City that there will hardly ever be a circumstance that, when asked, the Building Official will opine that the tenant must vacate in order for code compliance work to be done. This aspect of the Ordinance's administration is relevant since the scenario that usually occurs is when either the owner wishes to have the tenant vacate and the tenant doesn't want to, or the tenant wants to vacate and the owner doesn't believe the work requires the tenant to vacate. It is noted that parties are sometimes able to work out these differences and voluntarily comply with the Ordinance's requirements or agree to other terms that are mutually acceptable. This is often done however after substantial counseling, guidance and direction from City staff.²

2. Property Owner Responsibilities

a. Application:

Once the Ordinance is triggered and there is no dispute between the owner and tenant regarding the applicability of the Ordinance, the owner is responsible for providing relocation payments directly to the tenant household (13.84.040). Under the Ordinance, payments fall into one of two categories; work that is to be completed in less than thirty days and work that will take thirty days or more.

For work to be done in less than thirty days all tenant households are to receive a per diem rate currently set at anywhere from \$120 to \$166 per day depending on size of household with increases of \$15 per day for additional household members above three (13.84.070). The rate can be increased by Council resolution.

For work that is anticipated to take longer than thirty days the household receives a flat \$400 dislocation allowance, moving and storage costs as well as rent differential if the tenant finds a comparable unit with a higher rent. The rent differential however may not exceed a ceiling established annually by the Rent Board and is based on the number of bedrooms in the unit (13.74.070B). In lieu of either the per diem payments or rent differential payments, the owner may offer an alternative unit to the tenant household that is comparable to the unit being vacated. The rent, when offered, cannot exceed the tenant's rent from the unit being vacated and the

² It is noted that properties that are damaged due to fire are the exception to these scenarios since fire-damaged buildings will often be yellow or red tagged by the Fire Marshall, thus, in theory, automatically triggering the Ordinance since by the very nature of the City's actions, the unit and/or property is not currently habitable.

vacating tenant always has the right to return (13.84.070G). The landlord is not obligated to offer the tenant alternative housing and the burden in finding alternative housing lies with the tenant.

b. Practice:

The primary disconnect that has surfaced regarding the distinction between the two categories of eligibility (thirty days or less versus thirty days or more) is the difficulty tenants have in actually finding short-term housing when the repairs are anticipated to take longer than thirty days. Staff has repeatedly been informed by tenants seeking short-term, temporary housing that it is scarce and hard to find. While sublets can be found, temporary housing for only a month or two is most often found within the student community and usually only for the summer months.

Another concern raised by tenants when entering the short-term housing market is that the rental price often exceeds the rent differential ceilings established by the City. This results in the tenant paying the excess difference out of pocket. Finally, given the vagaries of the work being done at the tenants' unit, it is often difficult, if not impossible, for the tenant seeking housing to truthfully inform the new landlord just how long their tenancy is going to be. While there is no legal obligation on the part of a tenant to divulge such information prior to renting, many tenants have shared with staff the dilemma this issue often presents.

When the work is anticipated to be less than thirty days, tenants experience different difficulties. Initially, tenants state that the current per diem rates are lagging behind actual hotel rates. Staff has not been able to confirm this and a more recent survey has not been done.

Also of note is the fact that most hotel rooms do not have adequate cooking facilities thus the tenant household must rely on food that does not require full cooking facilities such as oven/stove. This results in a higher per diem expense from the household which already does not include a separate per diem for food cost. As a result of the inherent problems with tenants staying in hotels, many have turned towards short-term rentals such as Airbnb and VRBO. These however often exceed the City's per diem rate and, by their very nature, are limited to stays of fourteen days or less.³

Finally, we believe that the voluntariness of an owner offering a vacant unit to a tenant being relocated should be amended and made compulsory. Given the difficulties in finding alternative housing if an owner has a vacant unit elsewhere in the City it should be offered to the tenant as part of the Ordinance.

3. Challenges/Appeals

a. Application:

When the code enforcement work is mandated by the City and the City has deemed the unit uninhabitable while the work is being done, the tenant or owner may dispute this determination by seeking a hearing with the Housing Advisory Commission ("HAC") (B.M.C. 13.84.050). To

³ While the City's Short-term Rental Ordinance allows stays of up to 90 days, any stay longer than fourteen days converts the occupancy to a potential rent-controlled tenancy, thus many owners limit stays to fourteen days or less (B.M.C. 23C.22 et seq.)

the best of our knowledge appeals of this nature are extremely rare since most commonly the determination by the City in these instances often are the result of a fire at the property resulting in the building being either yellow or red tagged.

When the work is of a voluntary nature to bring the unit/property into code compliance the appeal process is more problematic.

If the tenant disagrees with a landlord contention that the tenant must vacate, or if either party disputes the amount of the relocation benefits to be paid or any other terms of the Ordinance, the parties must first engage in some form of conflict resolution/mediation. As part of its services, the Rent Board offers mediations to try and resolve Relocation Ordinance disputes (B.M.C. 13.84.100).

Only after such efforts have been made with no result, an owner can seek a hearing with the Housing Advisory Commission. Such a request must be filed within five days after conflict resolution has occurred (B.M.C. 13.84.100A2).

If a tenant disagrees with the owner's demand that the tenant vacates, a request is to be filed with the Building Official also within five days of completion of conflict resolution. Upon receipt, the Building Official is then empowered to determine whether relocation is necessary. That decision is final (B.M.C. 13.84.100A3).

b. Practice:

In practice, one of the problems lies with the fact that owner challenges to a tenant's right to relocation benefits must first flow through the HAC. Depending on when the HAC is meeting, an inordinate amount of time may pass prior to such hearing. Given the immediacy of the situation, with a tenant moving out, either into a hotel or longer-term temporary housing and seeking immediate relocation payments to cover the move, this built-in delay creates extreme burdens on the tenant household if the owner is, in fact, challenging the tenants' right to the benefits.

The central concern however with the appeal process lies in the fact that, in most cases, if a tenant wishes to move but the owner feels such a move is not necessary, there is no mechanism for a tenant to seek that type of determination. The actual issue of relocation only rises to the forefront when the owner claims it is necessary when obtaining permits to do the work.⁴

When the Ordinance was last discussed in detail at this committee, former Rent Board Commissioner Igor Tregub raised a number of salient points on this issue. Mr. Tregub voiced concerns, which are shared by us, that there are many scenarios wherein a tenant would need to vacate even though the work contemplated could, technically, be done with the tenant remaining in the unit. Mr. Tregub offered compelling hypotheticals such as a tenant who is suffering from illness or severe allergies to dust or mold but is still forced to remain in the unit; a tenant who works from home but now cannot since the repair work would severely disrupt the tenant's use

⁴ One of the flaws of the Ordinance and the City's processes is that while certain permits have a small box for owners to check stating relocation is required, this box is hardly ever checked and owners then unilaterally proceed to demand the tenant move. In addition, City staff has made clear that they do not have the resources to review permits in order to ascertain whether relocation would be required. Thus, the entire Ordinance and its administration appears to be hamstrung right at the offset since owners rarely trigger it at the time required, the City doesn't review the permits in real time to determine relocation and the tenant has no recourse under the Ordinance to seek relocation if the owner isn't requesting it.

during the day; a senior or disabled tenant whose daily life would be severely impacted if they had to remain in the unit while such substantial repair work was done.

We have heard from staff working on the Ordinance that these are real-life situations which have occurred over the years and is one of the central driving forces behind this effort to revamp and reimagine how the Ordinance operates.

4. City Involvement in Relocation Payments

a. Application:

While the Ordinance anticipates City involvement for issues such as actual determination of the need to vacate, setting the relocation rates and building in an appeal process, enforcement of the Ordinance largely remains up to the parties.

In cases where an owner fails to make required relocation benefits to the tenant, the City may provide such payment and then seek reimbursement from the owner (B.M.C. 13.84.080). Should this occur, the City is then able to assess a lien on the owner's property in order to recover the costs incurred (B.M.C. 13.84.080A).

b. Practice:

In practice this has never happened. We are aware of at least one case where the owner acknowledged the application of the Ordinance, made some initial payments but then refused to continue as required. Tenants in this building asked the City to provide payment as allowed under the Ordinance but the City balked claiming there was no money in the City's budget to allow for such disbursement. This is problematic and is also one of the points raised when the Ordinance was last discussed in detail. We believe that, at a minimum, this should change and the City should either be mandated to make payments or the funds need to be provided to make payments when determined. The City, through its assessments and liens is in a much better place to recover these funds than a tenant who is in the midst of relocating, not having the bare resources to pay for such moving expenses and is thus compelled to file a lawsuit which can take years to collect what is legally owed them.

Overview

A review of the Relocation Ordinance shows an Ordinance that was improved back in 2011 but through design and administration has several crucial flaws that need addressing. The actual benefits need to be increased, offering another vacant unit to a displaced tenant should be compulsory, the City should provide payments when the owner refuses, tenants should have a mechanism to trigger the ordinance as opposed to just owners and the requirements for a tenant vacating need to be drastically expanded to cover scenarios other than the technical nature of the work being contemplated.

In the section below, we will review the Los Angeles Tenant Habitability Program ("THP").

TENANT HABITABILITY PROGRAM (Los Angeles Rent Stabilization Ordinance/ Art. 2, Section 152.00 et seq.)

In 2005 the City of Los Angeles amended its rent control ordinance and passed the Tenant Habitability Program (“THP”). The program is codified as Section 152 et seq. of Article 2 of the Rent Ordinance. Its purpose is to facilitate landlord investment in substantial renovation work without subjecting tenants to untenable housing conditions during such work or forced displacement. The program requires owners to ensure that tenants either remain in their unit safely during such renovation/work or are temporarily relocated (Sec. 152.01).

1. What triggers the THP?

At the onset, it should be made clear that the THP works opposite to that of Berkeley’s Relocation Ordinance. While the City’s Relocation Ordinance is mostly self-enforcing and triggered by the voluntary act or claim by the owner of the need for relocation, Los Angeles’s THP is the opposite.

Under the THP, no landlord may undertake what is called “Primary Renovation Work” without first obtaining all required permits and part of the permitting process is the submission of a Tenant Habitability Plan which must garner city approval (Sec. 152.03A).

Primary Renovation Work is defined as involving the replacement or substantial modification of major building systems and presumes such work as substantial plumbing, electrical, heating, foundation work and/or abatement of hazardous materials (Sec. 152.01).

Under the THP an owner must submit a Tenant Habitability Plan and provide advance notice to the tenant of the work contemplated as well as the plan itself. At a minimum, the Habitability Plan must identify the property owner as well as any contractor or sub-contractor hired to do the work; must identify all affected tenants including their rent and must describe the scope of work as well as the estimated cost of the work and time for completion. In addition, the Habitability Plan must identify and discuss the impact the work will have on each unit with attention given to noise, utility interruption, accessibility and exposure to hazardous materials. The plan must also lay out mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable unit outside normal business hours. Finally, the Habitability Plan must identify and discuss measures to be taken to protect tenant property (Sec. 152.03B).

2. City Approval Required

Under this law the City reviews and either approves or denies the landlord’s permits depending on a satisfactory Habitability Plan. The City has five days from receipt of the plan and parties have fifteen days to challenge the City’s determination (Sec. 152.03C).⁵ Since the THP lies within the City’s rent control ordinance, challenges are heard by Rent Board examiners.

3. Notice Requirements

⁵ One condition of acceptance of the permits is the requirement that the owner have no outstanding balance with the Rent Board or any code enforcement fees (Sec. 152.03C2)

As mentioned above, when submitting permits for approval the owner must serve the tenant with the Habitability Plan as well as a Notice of Primary Renovation Work. This notice must inform the tenant of the projected start and end date of the work, a description of the work to be done, details of temporary relocation if required and notice of tenants' right to re-occupy the unit as well as the right to appeal the City's determination.

4. Relocation

Under this section, a tenant always has the option of permanently vacating their unit in exchange for permanent relocation assistance if the work lasts thirty days or longer. Permanent relocation fees are set by the City and are currently in line with Berkeley's Ellis Bill relocation fees.

Under the Habitability Plan the tenant is obligated to still pay rent on their unit but the owner shall pay for all temporary housing including all costs related to storage and/or moving (Sec. 152.06C, D). Relocation is mandated if the unit is untenable outside of normal working hours.

Another component of the plan is the requirement that the owner offer the tenant any comparable vacant unit that s/he owns. Space is provided in the THP to consider differences in amenities such as size, bedrooms, etc... (Sec. 152.06F).

Similar to Berkeley's Relocation Ordinance, if the work takes less than thirty days the owner shall arrange temporary housing either in the same building or other housing such as a hotel/motel. If the housing is not in a unit owned by the landlord it can not be greater than two miles from the tenant's unit. Finally, in lieu of the owner paying for temporary housing, the parties can agree to a per diem amount for each day of temporary relocation (Sec. 152.06F).

Overview

The Los Angeles THP balances the desire of landlords to substantially renovate their properties with the City's policy of ensuring safe housing for its tenants and the need for tenants to be adequately protected and compensated when such work creates conditions that make their unit untenable.

The THP has clear, concise protocols for noticing requirements, appeals procedures as well as succinctly laying out landlord and tenant rights and responsibilities.

CONCLUSION

While the City's Relocation Ordinance has many components that are desirable, the primary method of how it is triggered along with some crucial components that we feel need amending, give us reason to believe the City should move forward with a model more closely based on the Los Angeles THP.

The Relocation Ordinance currently is in need of the following:

- Increased per diem amounts
- Adjustment for rent differential payments
- Stronger mandate for City payment of benefits when owner fails to pay
- Expanded elements for a tenant to relocate

Primarily and of most import however is what we see as a fatal flaw in the ordinance; the inability of a tenant to access it and seek a determination when a landlord fails to claim the need for such relocation. As discussed above, this blind spot has been the cause of great confusion and hardship for tenants over the years.

In contrast, the Los Angeles THP removes the subjective nature of whether relocation is needed by compelling the owner to provide a detailed plan that contemplates possible relocation as well as on-site tenant protections if relocation is not required. A crucial part of the THP is, of course, the requirement that the City be the arbiter of whether work permits are to be granted.

A comparison of the City's Relocation Ordinance with the THP of Los Angeles reveals a need in Berkeley for, at a minimum, a move towards the Los Angeles model wherein an owner must preliminarily provide detailed plans to the City and seek approval prior to permits being granted. We also see the need however for any new model to incorporate some of the concerns raised previously about the threshold that a tenant needs to meet in order to trigger relocation. Thus, we recommend that this committee approve a motion to recommend that the City immediately start the process to either amend B.M.C. 13.84 and/or pass new legislation in line with the Los Angeles THP.

Attachments:

1. B.M.C. Chapter 13.84 (Berkeley Relocation Ordinance)
2. Section 152.00 (Los Angeles Tenant Habitability Program)
3. Los Angeles THP Primary Renovation Application Questionnaire

Chapter 13.84 RELOCATION SERVICES AND PAYMENTS FOR RESIDENTIAL TENANT HOUSEHOLDS

Sections:

- 13.84.010 Purpose.
- 13.84.020 Definitions.
- 13.84.025 Notice.
- 13.84.030 Eligibility for relocation services and assistance.
- 13.84.040 Owner responsibilities.
- 13.84.050 Relocation payment and appeals procedures for code enforcement activity.
- 13.84.060 Relocation payment procedures for voluntary code compliance.
- 13.84.070 Relocation and other payments.
- 13.84.080 City's involvement in relocation payments.
- 13.84.090 Move-back option.
- 13.84.100 Conflict resolution and appeal procedures for voluntary code compliance.
- 13.84.110 Private right of action.
- 13.84.120 Severability.

13.84.010 Purpose.

The purpose of this chapter is to provide relocation services and require property owners to make certain payments to residential tenant households temporarily relocated as a result of code enforcement activities or voluntary code compliance in order to alleviate hardships associated with such relocations; to facilitate the correction of code violations; and to protect the health, safety and welfare of Berkeley residents. (Ord. 7212-NS § 1 (part), 2011)

13.84.020 Definitions.

- A. "Code enforcement" or "code enforcement activity" means an activity or activities initiated by the City to require an owner to bring the property into compliance with applicable laws including, but not limited to, actions by the Building Official or Fire Marshal after a fire ordering relocation.
- B. "Household" or "tenant household" for purposes of this chapter means one or more individuals entitled to the occupancy of a rental unit or room who share living expenses.
- C. "Natural disaster" means any natural event which results in damage to property, such as, but not limited to, an earthquake, flood, or forest fire.
- D. "Owner" means a person, persons, corporation, partnership or any other entity possessing ownership of a property individually, jointly, in common or in any other manner or their agent or assignee.
- E. "Relocate" or "relocation" means the required vacating of a residential unit or room by a tenant household and the moving temporarily into another unit or room as a result of repairs required to bring the building or a portion thereof which contains a residential unit or room occupied by the tenant household into code

compliance whether such repairs are undertaken because of code enforcement or through voluntary code compliance as defined below.

F. "Residential unit" or "unit" means a building or portion of a building designed for, or occupied exclusively by, one or more persons living as a household.

G. "Room" means a room in a hotel or boarding house or a rented room in a private dwelling occupied by a tenant household for at least thirty (30) consecutive days.

H. "Voluntary code compliance" means actions voluntarily initiated by an owner to achieve compliance with applicable laws including, but not limited to, fumigation, as well as to seismically retrofit a building on the inventory of potentially hazardous soft story buildings established under Chapter 19.39 so as to remove it from such inventory under Section 19.39.080.B if such retrofit is required by the City. (Ord. 7456-NS § 1, 2016; Ord. 7212-NS § 1 (part), 2011)

13.84.025 Notice.

Whenever any notice or other communication is required by this chapter to be served on, provided, given or delivered to, or filed with any person, that notice or communication may be communicated by personal delivery, certified mail, first class mail, e-mail, or any other similar method that will provide a written record of the notice or communication. (Ord. 7212-NS § 1 (part), 2011)

13.84.030 Eligibility for relocation services and assistance.

A. A tenant household shall be eligible for relocation assistance and payments pursuant to this chapter if the City determines that the condition of a building or portion thereof is such that a unit or room cannot be safely occupied by that tenant household while the building or portion thereof is being brought into code compliance and if such condition was not primarily or entirely created by the tenant household occupying the unit or room.

B. A tenant household shall not be eligible for relocation assistance and payments pursuant to this chapter if the required relocation of the tenant household is the result of an earthquake or other natural disaster. (Ord. 7212-NS § 1 (part), 2011)

13.84.040 Owner responsibilities.

A. The owner shall be responsible for providing relocation payments directly to the tenant household required to relocate pursuant to this chapter. The owner is also responsible for complying with Section 13.76.130 (rent stabilization and eviction for good cause ordinance).

B. If the owner or the City determines that relocation is necessary, the owner shall provide a written notice of temporary relocation to any affected tenant households thirty (30) days in advance of the required relocation unless the City orders abatement that requires relocation in less than thirty (30) days and, in such case, the owner shall provide a notice within ten (10) days of the City's abatement order. Such notice shall summarize the repairs to be undertaken and the estimated duration of relocation. Any such notice which the owner serves upon a tenant household shall refer to and shall be accompanied by a copy of this chapter and the City's request for relocation payment form. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.

C. The owner shall notify the tenant household when repairs are completed and permit the tenant household to reoccupy the residential unit or room as per Section 13.84.090. The tenant household shall retain all rights of tenancy that existed prior to relocation, except as set forth in Section 13.84.070.G.2. (Ord. 7212-NS § 1 (part), 2011)

13.84.050 Relocation payment and appeals procedures for code enforcement activity.

A. Whenever a building or portion thereof which contains a residential unit or room is declared in violation of any law, the Building Official or Fire Marshal, as appropriate, shall determine whether the repairs necessary to abate the violation(s) can reasonably be accomplished without relocation of the tenant household in possession of the unit or room. Such determination shall be served in the same manner as the notice of violation. The absence of an express determination that relocation is required shall be deemed a determination that relocation is not required.

B. Any affected tenant household or owner who disputes a determination made by the Building Official or Fire Marshal under subsection A of this section may file a written request for a hearing by the Housing Advisory Commission. Such request for hearing must be filed within ten (10) days of the date of the notice from the Building Official or Fire Marshal.

C. Appeals of determinations by the Building Official or Fire Marshal of the necessity to relocate due to an imminent threat to life and safety shall not delay enforcement of the vacation ordered by the Building Official or Fire Marshal.

D. The determination by the Building Official or Fire Marshal that a tenant household is required to relocate pursuant to this chapter shall not relieve the owner of their obligation to provide a notice of temporary relocation pursuant to Section 13.84.040. Any such notice which the owner serves upon a tenant household shall refer to and shall be accompanied by a copy of this chapter, and the City's request for relocation payment form. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.

E. Each tenant household which has been served with a notice of temporary relocation from the owner indicating that relocation is required in accordance with the notice of violation shall complete a request for relocation payment form to calculate the amount of the initial payment to which the household is entitled pursuant to Section 13.84.070. The tenant household shall serve the completed request for relocation payment to the owner within thirty (30) days after receipt of the notice of temporary relocation.

F. Within five business days after receipt of the tenant household's completed request for relocation payment form, the owner shall make the initial relocation payment directly to the tenant household as per Section 13.84.070, or follow the conflict resolution and appeal procedure as specified in Section 13.84.100. (Ord. 7212-NS § 1 (part), 2011)

13.84.060 Relocation payment procedures for voluntary code compliance.

A. Whenever an owner applies for a building permit to bring a residential unit or room into code compliance, the owner shall be required to specify whether repairs will necessitate the tenant household occupying the unit or room to relocate.

- B. The City shall provide the owner with a notice containing information about the tenant household's relocation rights pursuant to this chapter, as well as a copy of this chapter and a City contact number where additional information can be obtained.
- C. If the owner determines that relocation may be necessary to undertake repairs to bring the property into code compliance or as a result of fumigation, the owner shall serve all affected tenant households with a notice of temporary relocation, a copy of this chapter, and a copy of the City's request for relocation payment form. These documents shall be provided to tenants at least thirty (30) days in advance of the required relocation. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.
- D. If the tenant household disagrees with the owner's determination of the necessity to relocate, the tenant household may follow the conflict resolution and appeals procedure as specified in Section 13.84.100.
- E. The Building Official must receive acknowledgment(s) of receipt by the tenant household(s) of the documents required by subsection C of this section before the City will issue the building permits necessary to undertake repairs. Such acknowledgment may be in the form of the tenant household's signature asserting receipt, or other proof substantiating that a notice was delivered to the affected tenant household(s).
- F. Each tenant household which has been served with the notice required by subsection C of this section or the Building Official's determination pursuant to Section 13.84.100.A.3 shall complete a request for relocation payment form to calculate the amount of the initial payment to which the household is entitled pursuant to Section 13.84.070. The tenant household shall notify the owner of the amount of payment to which the tenant household is entitled within thirty (30) days of receipt of the notice from the owner.
- G. Within ten (10) days after receipt of the tenant household's completed relocation payment form, the owner shall make the initial relocation payment directly to the tenant household as per Section 13.84.070.K or follow the conflict resolution and appeal procedure as specified in Section 13.84.100.
- H. The relocation of a tenant household pursuant to this chapter shall not terminate the tenancy of the relocated household. The relocated household shall have the right to reoccupy the unit or room from which it was relocated as soon as the unit or room is ready for reoccupancy, except as set forth in Section 13.84.070.G.2. (Ord. 7212-NS § 1 (part), 2011)

13.84.070 Relocation and other payments.

- A. Households to be relocated for twenty-nine (29) consecutive days or less, including households covered under section 13.84.040.B, shall be entitled to the following relocation payments:
1. A per diem payment to compensate for hotel or motel accommodations and meals. Such payment amount shall be established by City Council resolution and be based upon tenant household size.
 2. Reimbursement for daily boarding costs for pets lawfully occupying the unit or room from which the tenant household was relocated at the date of relocation if the tenant household's temporary accommodation does not accept pets. The tenant household shall receive reimbursement for reasonable

boarding costs. The maximum reimbursement rate shall be established by City Council resolution. The tenant household must provide proof of the actual boarding costs incurred in order to receive reimbursement from the owner. For purposes of this section, "pets" shall exclude any pet that is customarily kept in an enclosure such as a cage, terrarium or aquarium, and the number of pets lawfully occupying a unit or room shall be the number specifically permitted by written agreement.

3. The initial relocation payment shall be due within ten (10) days of the owner's receipt of the tenant household's request for relocation payment. If the period of relocation is less than ten (10) days, the initial relocation payment shall include the per diem payment for the full period. If the period of relocation exceeds ten (10) days, the initial relocation payment shall include either:

- a. A lump sum per diem payment for the full period of relocation; or
- b. The per diem payment for a minimum of ten (10) days, with subsequent payment contingent upon verification of hotel costs incurred by the tenant household. Such payments are due to the tenant household immediately upon owner's receipt of documentation verifying the household's expenses. If the tenant household does not incur hotel costs, it is only entitled to receive a meal allowance for each member of the household during the remaining period of relocation.

B. Households to be relocated for a period of thirty (30) consecutive days or longer shall be entitled to relocation payments that include all of the following:

1. A one-time dislocation allowance to help defray incidental relocation expenses. The amount of the dislocation allowance shall be established by City Council resolution.

2. The household's choice of reimbursement for actual moving and storage expenses or a fixed payment, subject to the following requirements:

a. If a fixed payment is chosen, no documentation of expenses is necessary. The amount of the fixed payments shall be established by City Council resolution.

b. Reimbursement for actual documented moving and storage expenses shall include both moving costs to the replacement unit(s) and moving costs back to the original unit. Moving costs shall consist of actual reasonable costs of moving, including transportation of personal property, packing and unpacking, insurance of personal property while in transit, compensation for any damage occurring during moving, storage of personal property, disconnection and reconnection of utility services and any additional reasonable costs associated with the required moving. Payments for a one-way move shall not exceed rates established in the fixed residential moving cost schedule approved by the Federal Highway Administration and published in the federal register on a periodic basis.

3. If the rental costs incurred by the tenant household during the period of relocation exceed the amount of rent being paid on the unit or room to be vacated, the household shall be eligible for a rent differential payment. The rent differential payment shall be equal to the difference between the rent paid on the unit or room to be vacated and the rent paid for a unit or room temporarily leased during the period of relocation, with the following restrictions:

- a. The rent differential payment shall not exceed a ceiling established annually by the City based on the average market rent statistics gathered and published by the rent stabilization program for the prior calendar year.
 - b. The ceiling for the rent differential payment shall be based on the bedroom size of the unit or room to be vacated, with the exception of payments for relocation from rooms which shall be calculated on the same basis as payment for relocation from a studio apartment.
 - c. The rent differential payment for a tenant household receiving a rental subsidy shall be based on the amount of rent paid by the tenant household for the unit or room leased by the tenant household during the period of relocation. The owner may coordinate with the entity providing the subsidy to assure the continuity of the rental subsidies during the period of relocation.
4. Reimbursement for the documented utility cost(s) that the tenant household incurs in their replacement housing, if the owner had been paying that particular utility cost for the vacated unit or room.
- C. The initial relocation payment pursuant to subsection B of this section shall be due within ten (10) days of the owner's receipt of the tenant household's request for relocation payment, and shall include:
1. The dislocation allowance;
 2. Either the fixed payment for moving and storage costs if applicable, or payment for moving costs based on a reasonable estimate from a qualified professional mover;
 3. The rent differential payment for one month or, if the relocation is anticipated to exceed ninety (90) days, then the initial payment shall include the rent differential payment for the first three-month period.
- D. Subsequent payments for rent differential, utilities and storage costs pursuant to subsections B.2.b through B.4 of this section, when applicable, shall be made on a monthly basis thereafter. Such payments shall be made at least seven days in advance of when the tenant household's monthly rental payment is due. Instead of monthly payments the owner may make one lump sum payment for the full amount due for the rent differential payments to the tenant household. If the tenant household qualifies for reimbursement for monthly storage or utilities costs, these payments continue on a monthly basis or upon receipt by the owner of documentation that verifies the household's expenses.
- E. Payments pursuant to subsections B.2.b through B.4 of this section, when applicable, shall continue until such time that the unit from which the tenant household was relocated is available for occupancy or the tenant household has notified the owner of their intent to permanently vacate the unit.
- F. If the tenant household has not been offered the opportunity to reoccupy the unit from which it relocated within six months from the date of their relocation, the tenant household shall be entitled to receive an additional dislocation allowance payment. The tenant household must provide written request for the additional dislocation payment to the owner which includes confirmation of their intent to reoccupy the unit. Such payment is due within ten (10) days after receipt of the tenant household's request. Acceptance of such payment does not constitute a tenant household's relinquishment of any tenancy rights.

G. 1. In lieu of the per diem payments in subsection A of this section, or rent differential and utility payments in subsections B.3 and B.4 of this section, the owner may offer an alternate rental unit or room to the tenant household that is comparable to the unit or room being vacated and is owned by the owner. The amount of rent paid by the household for such unit or room shall not exceed the rent being paid on the unit or room from which the tenant household relocated. If the tenant household accepts the owner's offer, the tenant household does not relinquish its right to reoccupy the unit or room from which it is being relocated unless the tenant household provides written notice surrendering possession of the unit or room. A tenant household that accepts an alternate unit or room is entitled to receive the dislocation allowance in subsection B.1 of this section and compensation for moving and storage costs if applicable as provided in subsection B.2 of this section.

2. If the tenant household does not timely notify the owner of its intent to reoccupy the unit or room under Section 13.84.090 and seeks to remain in its alternate unit, it thereby surrenders its right to reoccupy the unit or room from which it has relocated and terminates its tenancy of that unit or room, and the rent for the alternate unit or room shall not be limited by this chapter and may be increased to an amount otherwise permissible by Chapter 13.76. Nothing in this section limits the owner's right to evict a tenant household pursuant to Section 13.76.130.A.11.

H. A tenant household that is relocated for thirty (30) days or more shall not be responsible for any rent due on the unit or room from which it was relocated during the period of relocation and failure to pay rent during this period shall not constitute relinquishment of tenancy rights.

I. The owner and tenant household may mutually agree upon temporary housing and relocation payments other than that provided by this chapter. Such agreement shall be in writing and signed by both the owner and tenant household with a copy provided to the City's Housing and Community Services Department.

J. If a tenant household's actual relocation period is shorter than the period for which the owner has paid, the tenant household must repay the overpaid amount to the owner within thirty (30) days of receiving written notice from the owner of the overpayment. If the tenant household has incurred a financial obligation to pay rent, utilities, or storage costs during the remaining period of their relocation, these costs may be deducted from the amount to be repaid to the owner, subject to the provisions of subsection B of this section.

K. All payments to tenant households under this chapter shall be made to those persons in the tenant household from whom the owner has received rental payments during the immediately preceding rental period, in the same proportion in which such payments were made. The owner shall have no liability or other obligation with respect to further division or allocation of such payments among the members of the tenant household. Nothing in this section shall be construed to affect the determination of the actual number of tenants in the tenant household for purposes of Chapter 13.76.

L. The size of a tenant household shall be determined based on the number of individuals entitled to occupy the unit or room at the time a determination of the Building Official is served under Section 13.84.050 or a notice of temporary relocation is served under Section 13.84.060.C.

M. Upon receipt of the full relocation payment under this chapter and a notice of temporary relocation, the tenant household shall relocate within thirty (30) calendar days. Failure to relocate pursuant to such notice may

entitle the landlord to issue a notice to vacate and be a basis for good cause eviction pursuant to Section 13.76.130.A.7.a.

N. The City Council shall by resolution adopt a reasonable reimbursement rate for the following based upon surveys of prevailing costs for services, subject to limitations set forth in this chapter and any additional limitations set forth in the resolution:

1. Per diem rates for hotel accommodations and meal allowance pursuant to subsections A.1 and A.3 of this section;
2. Maximum boarding costs for pets pursuant to subsection A.2 of this section;
3. Dislocation allowance pursuant to subsections B.1 and F of this section;
4. Fixed payments for moving and storage pursuant to subsection B.2 of this section. (Ord. 7456-NS § 2, 2016; Ord. 7212-NS § 1 (part), 2011)

13.84.080 City's involvement in relocation payments.

The City may provide payment required by Section 13.84.070 to tenant households in situations where the owner fails or refuses to pay for required relocation costs. The City shall recover from the owner all costs incurred as a result of making such payments. In order for the City to consider such payments, a request must be made by the tenant household to the City Manager or their designee within twenty (20) days from the owner's failure or refusal to make the required payments as required in Sections 13.84.050.F and 13.84.060.G.

A. Upon receipt of a request from a tenant household the City shall mail a written notice to the owner of the owner's obligation under this chapter to provide relocation assistance and payment and the time when payment is required. The notice shall also specify that failure to make required payments may result in the City making such payments and recovering the costs of doing so from the owner through a special assessment lien on the owner's property that shall include an administrative lien fee.

B. If within ten (10) days of the receipt of the notice provided pursuant to subsection A of this section the owner continues to fail or refuse to make the necessary payments, the City may make the required relocation payment to the household. The City shall then bill the owner for the amount of payment, plus any administrative and other costs it would not have otherwise incurred. If the owner does not pay the City within a thirty (30) day period, the City may recover the costs as a special assessment lien on the owner's property along with an administrative lien fee in accordance with Chapter 1.24. The City Manager or their designee shall notify the owner. (Ord. 7212-NS § 1 (part), 2011)

13.84.090 Move-back option.

A. The relocation of a tenant household pursuant to this chapter shall not terminate the tenancy of the relocated household. The relocated household shall have the right to reoccupy the unit or room from which it was relocated as soon as the unit or room is ready for reoccupancy, and the tenant household shall retain all rights of tenancy that existed prior to the displacement.

- B. If a household wishes to avail itself of this option, it must inform the owner of its current address during the period of relocation.
- C. For tenant households displaced for thirty (30) consecutive days or more, owners shall notify the tenant household at least thirty (30) days in advance of the availability of the unit or room. Within ten (10) days of receipt of the notice of availability, a tenant household must notify the owner if it wishes to reoccupy the unit or room. The owner must hold the unit or room vacant at no cost to the tenant household for thirty (30) days from the date the tenant household's written notice of its intent to reoccupy the unit or room is received.
- D. For households displaced for twenty-nine (29) consecutive days or less and receiving a per diem payment, owners shall notify the household at least one day in advance of the availability of the unit or room. The household shall be entitled to receive a per diem payment for up to twenty-four (24) hours after receiving such notice that the unit or room is ready for occupancy. Within ten (10) days of receipt of the notice of availability from the owner, the household must notify the owner of its intent to reoccupy the unit or room.
- E. A unit or room shall be deemed to be permanently surrendered and the tenancy terminated when the tenant household provides notice in writing to the owner that it does not intend to reoccupy the unit or room from which it was relocated or does not notify the owner of its intent to reoccupy the unit or room. If the owner has not made relocation payments as required by this chapter and the unit or room becomes permanently vacated, then it shall be presumed that the surrender of the right of possession of the unit or room was involuntary unless the owner has received a written notice from the tenant household permanently surrendering its right to their unit or room. (Ord. 7212-NS § 1 (part), 2011)

13.84.100 Conflict resolution and appeal procedures for voluntary code compliance.

- A. Appeals under this chapter related to voluntary code compliance shall be filed as set forth below. Appeal procedures related to code enforcement activity are addressed in Section 13.84.050.
1. If the tenant household disputes the owner's determination of the necessity for relocation, or either party disputes the amount of relocation payments or other terms of the relocation, the City may refer the parties to a conflict resolution or mediation service provided through the Rent Stabilization Board or any other appropriate entity upon request by both parties for such referral in lieu of an appeal to the Building Official per subsection A.3 of this section. The purpose of such referral shall be the negotiation of a mutually acceptable agreement pertaining to the terms of the relocation. If no agreement is reached, then either party may follow the appeals procedure as set forth in this section. Nothing in this chapter shall preclude the parties from meeting on their own at any time, with or without a mediator, in an attempt to resolve their disagreements.
 2. If the owner disagrees with the tenant household's claim for relocation payments, and such disagreement cannot be resolved through conflict resolution or mediation, then the owner may file a written request for a hearing by the Housing Advisory Commission as to the amount of the claim, or their responsibility for relocation assistance pursuant to this chapter. Such request must be filed within five business days of the conclusion of mediation or within ten (10) days of the owner's receipt of the tenant

household's claim of relocation payments as set forth in Section 13.84.050.E or 13.84.060.F, whichever comes later.

3. If the tenant household disagrees with the owner as to the necessity to relocate, and such disagreement cannot be resolved through conflict resolution or mediation, the tenant household may request in writing that the Building Official make a determination. Such request must be filed within five business days of the conclusion of mediation, or within ten (10) days of the tenant household's receipt of the relocation notice in Section 13.84.060.C, whichever comes later. The Building Official shall determine whether relocation is necessary and the owner shall serve all affected tenant households with a copy of the Building Official's determination. This decision shall be final.

B. All hearings conducted before the Housing Advisory Commission shall be scheduled for the next available meeting unless a postponement is agreed upon by all parties. The Commission may convene a special meeting if delay of a hearing until the next regularly scheduled meeting would create a hardship. The owner and all affected tenant households shall be notified of the time and place of the hearing at least ten (10) days before the date of hearing. The Commission shall render its decision on any such appeal within ten (10) days after the hearing on the appeal is closed. The Commission's decision shall be final.

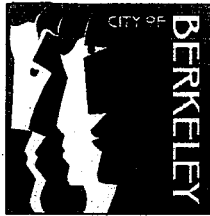
C. Nothing in this chapter shall in any way preclude or limit any aggrieved party from seeking judicial review after such person has exhausted the administrative remedies provided by this chapter. However, it shall be conclusively presumed that a litigant has not exhausted their administrative remedies as to any issue which is not raised in the administrative proceedings authorized herein. (Ord. 7212-NS § 1 (part), 2011)

13.84.110 Private right of action.

Any tenant that believes that the provisions of this chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Treble damages may be awarded for willful failure to comply with the payment obligations established by this chapter and for actual damages incurred by a household as a result of the owner's willful failure to offer the relocated household the opportunity to reoccupy the unit from which it relocated. In any action brought under this chapter, the court may award reasonable attorney fees to any prevailing party. (Ord. 7212-NS § 1 (part), 2011)

13.84.120 Severability.

If any provision of this chapter is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the chapter shall not be invalidated. (Ord. 7212-NS § 1 (part), 2011)



Health, Housing & Community Services Department

REQUEST FOR RELOCATION PAYMENT:

For Temporary Relocations That Are 29 Days or Less

Head of Household: _____ Date: _____

Unit Address: _____ Total Number Occupants: _____

A. Names for Additional Household Members:

- 1. _____ 3. _____
2. _____ 4. _____

B. Number of pets authorized by Landlord (per written agreement): _____

Type of pets: _____

RELOCATION PAYMENT CALCULATION

[Number of days: _____] x [Per diem:\$ _____] = Relocation Payment: \$ _____

Please note:

- If period of relocation is 10 days or less, Tenant Household is due this full amount.
• If period of relocation is more than 10 days, Owner may either provide full amount, or provide an initial payment for the amount of the per diem for 10 days, with the balance to be paid upon household providing documentation of hotel costs incurred.

Per Diem Rates

Table with 4 columns: Household size, Amount, Household size, Amount. Rows include One person (\$120 per day), Two Person (\$135 per day), Three Person (\$166 per day), and For each additional person, add \$15/day.

Boarding Costs for Pets:

You may qualify for reimbursement for boarding costs for pets included in Part B above, primarily cats or dogs, if you are unable to keep them with you in your temporary housing. The ordinance sets a ceiling of \$20 per day for a cat, and \$50 per day for a dog, and you must provide receipts before receiving payment from the property owner. [Refer to BMC 13.84.070 (A) (2).]

Will you be requesting payment for boarding costs for pets?

Not applicable Yes: estimated amount to be requested: \$ _____

City of Berkeley
REQUEST FOR RELOCATION PAYMENT FROM PROPERTY OWNER
For Temporary Relocations Lasting 30 Days or Longer

Tenant Name: _____ Date: _____
 Unit Address: _____ Bedroom Size: _____
 Estimated date of Move-Out: _____ Estimated period of relocation: _____

INITIAL RELOCATION PAYMENT CALCULATION

Relocation Payment	Calculation	Amount
1. Dislocation Allowance (fixed payment)	\$400	\$400
2. Moving Costs , if applicable: Either the fixed payment of \$300, or reimbursement of actual costs. If requesting reimbursement, include estimate from a licensed moving company (and not to exceed rates set by Federal Highway Administration).	Include either: <input type="checkbox"/> Fixed payment: <u>\$ 300</u> OR: <input type="checkbox"/> Estimate of actual cost \$ _____	\$ _____
3. Storage Costs , if applicable: Either the fixed payment of \$200 without receipts, or reimbursement of actual expenses with receipts. If requesting reimbursement, include estimate of cost provided by storage facility.	Include either: \$0 if not applicable or: <input type="checkbox"/> Fixed payment: <u>\$ 200</u> OR: <input type="checkbox"/> Actual cost per month: \$ _____	\$ _____
4. Rent Differential Payment: If the monthly rent for your replacement housing is higher than your current rent, then you qualify for a rent differential payment that covers the difference, up to a ceiling based on the Rent Ceiling chart below for the bedroom size of your unit. <i>To calculate the payment, take the lesser of the rent for your replacement housing and the maximum rent from the chart below based on the bedroom size of your unit, and subtract your current rent. This amount will be your monthly rent differential payment.</i>	(A) Current rent: \$ _____ (B) New rent: \$ _____ (C) Maximum rent (from table below): \$ _____ Monthly Rent Differential Payment: \$ _____ Note: If period of relocation exceeds 90 days, the initial rent differential payment is for the first 90 days: monthly amount x 3 = \$ _____	\$ _____

Maximum Rent Levels for Replacement Units for 2021-2022

Studio: \$1,911	1 BR: \$2,183	2 BR: \$3,065	3 BR: \$3,946
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INITIAL RELOCATION PAYMENT:

[Includes: 1) Dislocation Allowance, 2) Moving Costs, 3) fixed payment or one month storage cost, 4) Rent Differential for first month or for initial 90 days.]

\$ _____

Tenant's Signature: _____ Date: _____

Contact Information: Phone: _____ Email: _____

Mailing Address: _____

ARTICLE 2

TENANT HABITABILITY PROGRAM

(Added by Ord. No. 176,544, Eff. 5/2/05.)

Section

- 152.00 Title.
- 152.01 Declaration of Purpose.
- 152.02 Definitions.
- 152.03 Procedure for Undertaking Primary Renovation Work.
- 152.04 Notice and Service Requirements.
- 152.05 Permanent Relocation Assistance.
- 152.06 Temporary Relocation and Temporary Replacement Housing.
- 152.07 Remedies.
- 152.08 Authority of Commission to Regulate.

SEC. 152.00. TITLE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

This article shall be known as the Tenant Habitability Program.

SEC. 152.01. DECLARATION OF PURPOSE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

In its adoption of Section 151.00*et seq.* of this Code, the City recognized that displacement from rental housing creates hardships on renters who are senior citizens, persons on fixed incomes and low and moderate income households, particularly when there is a shortage of decent, safe and sanitary housing at affordable rent levels in the City. The City has also declared, in its adoption of Section 161.101*et seq.* of this Code, that it is in the public interest of the people of Los Angeles to protect and promote the existence of sound and wholesome residential buildings, dwelling units and neighborhoods by the adoption and enforcement of such standards, regulations and procedures as will remedy the existence or prevent the development or creation of dangerous, substandard, or unsanitary and deficient residential buildings and dwelling units.

The primary renovation program has been established to encourage landlords to extend the useful life of the rental housing stock in Los Angeles by reinvesting in the infrastructure of their properties. Through rent adjustments authorized by this chapter, landlords are able to recover a substantial portion of these renovation costs. However, Primary Renovation Work involves the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by its very nature, such work generally makes rental units untenable, as defined by California Civil Code Section 1941.1, on a temporary basis.

This article is adopted to facilitate landlord investment in Primary Renovation Work without subjecting tenants to either untenable housing conditions during such renovation work or forced permanent displacement. The tenant habitability program requires landlords to mitigate such temporary untenable conditions, either through actions to ensure that tenants can safely remain in place during construction or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the renovation process.

SEC. 152.02. DEFINITIONS.**(Added by Ord. No. 176,544, Eff. 5/2/05.)**

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in Sections 12.03, 151.02 and 162.02 of this Code, if defined in those sections.

Notice of Primary Renovation Work. Written notice, served by the landlord upon a tenant or tenant household at least 60 days, or as otherwise modified pursuant to Section 152.04, prior to the commencement of any Primary Renovation Work or Related Work and using a form established by the Department, advising the tenant of forthcoming Primary Renovation Work and Related Work, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant. **(Amended by Ord. No. 183,893, Eff. 11/22/15.)**

Temporary Relocation. The moving of a tenant from the tenant's permanent residence to habitable temporary housing accommodations in accordance with a Tenant Habitability Plan. The temporary relocation of a tenant from his/her permanent place of residence shall not constitute the voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the Primary Renovation Work and any Related Work, subject to any rent adjustments as may be authorized under this chapter.

SEC. 152.03. PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK.**(Added by Ord. No. 176,544, Eff. 5/2/05.)****A. Building Permits.**

1. No landlord shall undertake Primary Renovation Work without first obtaining a permit, pursuant to Sections 91.106, 92.0129, 92.0132, 93.0201, 94.103, or 95.112.2 of this Code. This requirement applies to all Primary Renovation Work, regardless of whether such work is eligible for a rent adjustment under any of the provisions of Section 151.07 A.1. of this Code and regardless of which provision of that subdivision, if any, is intended to be used as a ground for seeking a rent adjustment following the completion of the work.

2. The Department shall clear a landlord's application for a permit for Primary Renovation Work if both of the following conditions have been met:

a. The landlord has submitted a Tenant Habitability Plan which, in accordance with Subsection C. of this section, the Department finds to adequately mitigate the impact of Primary Renovation Work and any Related Work upon affected tenants; and

b. The landlord has submitted a declaration documenting service to affected tenants of both a Notice of Primary Renovation Work and a copy of the non-confidential portions of the Tenant Habitability Plan.

B. Tenant Habitability Plan. At a minimum, a Tenant Habitability Plan shall provide the following information, together with any other information the Department deems necessary to ensure that the impact of Primary Renovation Work and any Related Work upon affected tenants is adequately mitigated:

1. Identification of the landlord, the general contractor responsible for the Primary Renovation Work, and any specialized contractor responsible for hazardous material abatement, including but not limited to

lead-based paint and asbestos.

2. Identification of all affected tenants including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Sec. 1798 *et seq.*, information regarding tenants shall be considered confidential.
3. Description of the scope of work covering the Primary Renovation Work and any Related Work. Such description shall address the overall work to be undertaken on all affected units and common areas, the specific work to be undertaken on each affected unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected unit.
4. Identification of the impact of the Primary Renovation Work and Related Work on the habitability of affected rental units, including a discussion of impact severity and duration with regard to noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, and disruption of other tenant services.
5. Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos. Such measures may include the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants.
6. Identification of the impact of the Primary Renovation Work and Related Work on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage.
7. Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

C. Plan Acceptance.

1. The Department shall make a determination regarding the adequacy of a landlord's Tenant Habitability Plan within five working days of the Department's receipt of the plan for review. The Department shall accept those plans which meet the requirements of Subsection B. of this section and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1 and in accordance with any regulations or guidelines adopted by the Commission, will adequately mitigate the impacts of Primary Renovation Work and any Related Work upon tenants. The Tenant Habitability Plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants. However tenants should not be exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.
2. The Department's acceptance of a Tenant Habitability Plan shall be subject to the landlord having no outstanding balances due for rent registration or code enforcement fees.
3. The Department shall provide landlords with written indications of deficiencies which must be addressed whenever a Tenant Habitability Plan is determined to be inadequate. A landlord may submit an amended plan in order to correct identified deficiencies.
4. Landlords and tenants may appeal the Department's determination regarding a Tenant Habitability Plan to a hearing officer. The appeal shall be made in writing, upon appropriate forms provided by the Department, and shall specify the grounds for appeal. The appeal shall be filed within 15 calendar days of the service of the Department's determination, as required by Section 152.04 of this Code and shall be

accompanied by the payment of an administrative fee of \$35.00. The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures set forth in Section 151.07 A.3. of this Code. The hearing officer shall issue a written decision within ten calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person.

D. Notice of Primary Renovation Work. Notice of Primary Renovation Work shall be written in the language in which the original lease was negotiated and shall provide the following information:

1. The estimated start and completion dates of any Primary Renovation Work and Related Work associated with a Tenant Habitability Plan accepted by the Department.
2. A description of the Primary Renovation Work and Related Work to be performed and how it will impact that particular tenant or household.
3. The details of temporary relocation, if necessitated by the Primary Renovation Work, and associated tenant rights under this article.
4. Instructions that tenants with questions should consult the landlord, the Department, or the Department's designee.
5. Notice of a tenant's right to reoccupy the units under the existing terms of tenancy upon completion of Primary Renovation Work, subject to rent adjustments as authorized under this chapter.
6. Notice that the tenant may appeal the Department's acceptance of a Tenant Habitability Plan in cases where the tenant does not agree with the landlord regarding the necessity for the tenant to either be temporarily displaced or remain in place during Primary Renovation Work, provided such request is submitted within 15 days of the tenant's receipt of the Notice of Primary Renovation Work.

SEC. 152.04. NOTICE AND SERVICE REQUIREMENTS.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

After the Department accepts the Tenant Habitability Plan, a landlord shall serve a copy of the Tenant Habitability Plan, Notice of Primary Renovation Work, a summary of the provisions of this article and, if applicable, a permanent relocation agreement form on any tenant affected by the Primary Renovation Work. Service of these items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at least 60 days prior to the date on which the Primary Renovation Work and any Related Work is scheduled to begin.

For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to modify the service and notice requirements. **(Added by Ord. No. 183,893, Eff. 11/22/15.)**

SEC. 152.05. PERMANENT RELOCATION ASSISTANCE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

A. If the Primary Renovation Work and any Related Work will impact the tenantability of a rental unit for 30 days or more, any tenant affected by the Primary Renovation Work and Related Work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to Section 151.09 G. of this Code and the return of any security deposit that cannot be retained by the landlord under applicable law. If the Primary Renovation Work and Related Work continues for 30 days longer than the projected completion

date set forth in the later of either the Tenant Habitability Plan or any modifications thereto accepted by the Department, the tenant's option to accept permanent relocation assistance shall be renewed. **(Amended by Ord. No. 183,893, Eff. 11/22/15.)**

B. A tenant may request to receive permanent relocation assistance within 15 days of service of the Tenant Habitability Plan. The tenant must inform the landlord of the decision to select permanent relocation by mailing or personally delivering a completed Permanent Relocation Agreement form to the landlord or agents thereof. Thereafter, the landlord shall have 15 days to provide the tenant with relocation assistance in the manner and for the amounts set forth in Section 151.09 G. of this Code.

C. Nothing in this section relieves the landlord from the obligation to provide relocation assistance pursuant to an administrative agency action or any other provision of federal, state or local law. If a tenant is entitled to monetary relocation benefits pursuant thereto, such monetary benefits shall operate as credit against any other monetary benefits required to be paid to the tenant under this section.

D. For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to extend the time provisions by up to the maximum of an additional 180 days. **(Amended by Ord. No. 183,893, Eff. 11/22/15.)**

SEC. 152.06. TEMPORARY RELOCATION AND TEMPORARY REPLACEMENT HOUSING. (Added by Ord. No. 176,544, Eff. 5/2/05.)

A. The landlord shall indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary. Pursuant to Section 152.03 of this Code, the Department independently may determine whether temporary relocation is necessary in conjunction with its review of the Tenant Habitability Plan. The Department may also require the temporary relocation of a tenant at any time during the project if the Department determines temporary relocation is necessary to ensure the health or safety of the tenant.

B. The temporary relocation of a tenant pursuant to this article shall not constitute the voluntary vacating of that rental unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the tenant's rental unit upon the completion of the Primary Renovation Work and any Related Work.

C. A tenant who is temporarily relocated as a result of Primary Renovation Work shall continue to pay rent in the manner prescribed by any lease provision or accepted in the course of business between the landlord and the tenant.

D. A landlord shall pay for all temporary housing accommodation costs and any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant. The landlord shall also pay any costs related to returning the tenant to his/her unit, if applicable. The Commission may adopt guidelines or regulations regarding the payment of moving costs.

E. A landlord may choose to place a tenant's rent and any other required payments in an escrow account. All costs of opening and maintaining the escrow account shall be borne by the landlord. Monies deposited into the escrow account shall be distributed in accordance with guidelines or regulations established by the Commission. The cost of opening an escrow account is not recoverable under Section 151.07 A.1.d. of this Code. **(Amended by Ord. No. 177,103, Eff. 12/18/05.)**

F. A landlord must temporarily relocate a tenant to habitable temporary housing accommodations if the Primary Renovation Work and any Related Work will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

1. Temporary Replacement Housing Accommodations for 30 or more consecutive days. If the temporary relocation lasts 30 or more consecutive days, the landlord shall make available comparable housing either within the same building or in another building. For purposes of this section, a replacement unit shall be comparable to the existing unit if both units are comparable in size, number of bedrooms, accessibility, proximity to services and institutions upon which the displaced tenant depends, amenities, including allowance for pets, if necessary, and, if the tenant desires, location within five miles of the rental unit. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in services.

2. Temporary Replacement Housing Accommodations for fewer than 30 consecutive days. If the temporary relocation lasts less than 30 consecutive days, the landlord shall make available temporary housing that, at a minimum, provides habitable replacement accommodations within the same building or rental complex, in a hotel or motel, or in other external rental housing. The Commission may adopt guidelines or regulations regarding temporary housing. If the temporary housing is in a hotel, motel or other external rental housing, it shall be located no greater than two miles from the tenant's rental unit, unless no such accommodation is available, and contain standard amenities such as a telephone.

3. Per Diem Payment. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her rights under this section and that the tenant understands his/her rights. The landlord shall provide a copy of this agreement to the Department.

G. The landlord shall provide written notice, before the tenant is temporarily displaced, advising the tenant of the right to reoccupy the unit under the existing terms of tenancy once the Primary Renovation Work and any Related Work is completed. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for future notifications by the landlord. When the date on which the unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail, and shall provide a copy of that notice to the Department. If the tenant was temporarily relocated for over 30 days and has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

SEC. 152.07. REMEDIES.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

A. A landlord who fails to abide by the terms of an accepted Tenant Habitability Plan shall be denied individual rent adjustments under Section 151.07 A.1.(d) of this Code, absent extenuating circumstances.

B. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense the failure of the landlord to comply with any provisions contained in this article.

C. Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact in any plan or notice required under this article, or in any declaration, application, hearing or appeal permitted under this article, including oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

Any person convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six months or both.

Each violation of any provision of this chapter and each day during which such violation is committed, or continues, shall constitute a separate offense.

D. Any person who fails to provide relocation assistance pursuant to Section 152.05 of this Code shall be liable in a civil action to the person to whom such assistance is due for damages in the amount of the unpaid relocation assistance, together with reasonable attorney's fees and costs as determined by the court.

E. Any person who breaches any duty or obligation set forth in Section 152.06 of this Code shall be liable in a civil action by any person, organization or entity, for all actual damages, special damages in an amount not to exceed the greater of twice the amount of actual damages or \$5,000, and reasonable attorney's fees and costs as determined by the court. Damages of three times the amount of the actual damages may be awarded in a civil action for willful failure to comply with the payment obligations, to provide safe, decent and sanitary temporary replacement housing, or to allow a tenant to reoccupy a rental unit once the primary work is completed.

F. Any agreement, whether written or oral, waiving any of the provisions contained in this article shall be void as contrary to public policy.

G. Nothing in this article shall be construed to deprive a person of due process rights guaranteed by law, including, but not limited to, a right to appeal the Department's determination regarding a Tenant Habitability Plan to a hearing officer.

H. The remedies provided by this article are in addition to any other legal or equitable remedies and are not intended to be exclusive.

SEC. 152.08. AUTHORITY OF COMMISSION TO REGULATE.

(Amended by Ord. No. 183,893, Eff. 11/22/15.)

A. The Commission shall be responsible for carrying out the provisions of this article and shall have the authority to issue orders and promulgate policies, rules and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication. The Commission may make such studies and investigations, conduct such hearings, and obtain such information as it deems necessary to promulgate, administer and enforce any regulation, rule or order adopted pursuant to this article.

B. In order to provide sufficient time for owners to comply with the Mandatory Earthquake Hazard Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, the Commission may do the following:

1. Modify the service and notice requirements set forth in Section 152.04 this article; and/or

2. Grant, upon request by owner, an extension of up to 180 days beyond the original project completion date without triggering the permanent relocation assistance requirements set forth at Section 151.09 G. of this Code. Prior to granting an owner's request to extend project completion dates, the Commission shall notify the Department of Building and Safety of the request. If work performed pursuant to Mandatory Earthquake Hazard Reduction Requirements is not completed by the original project completion date or by a subsequent date authorized by RAC, any tenant, subtenant, lessee, sublessee, or other person(s) entitled to use and/or occupy the building or residential unit affected by such work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance, pursuant to Section 151.09 G., and the return of any security deposit that cannot be retained by the owner under applicable law.

C. Before modifying service and notice requirements and/or granting time extensions under its authority in subparagraph B. of this section, the Commission shall find that the modifications and/or time extensions are necessary to carry out the purpose of the Mandatory Earthquake Hazard Reduction requirements of this Code.



Primary Renovation Application Questionnaire

1. Is construction work involving repairing or replacing major building systems? Yes No
2. Was the work done to comply with an order issued by the Department of Building & Safety or, the LA Housing & Community Investment Department? Yes No
3. Does this project improve the property by: increasing its useful life, or adding value? Yes No

And

Involves either one or both of the following:

- a) Replacement or substantial modification of a structural, electrical, plumbing, or mechanical system (that requires a permit under LAMC) Yes No
- b) Abatement of hazardous materials, such as lead-based paint and asbestos? Yes No

4. Did a licensed contractor(s) perform the work? Yes No
5. Does the work involved require a permit? Yes No
6. Was the Tenant Habitability Plan (THP) approved prior to start of work? Yes No
(If you do not have an approved THP on file, please submit Capital Improvement on-line application.)
7. Did you wait 60 days to start the work after THP approval? Yes No
(If not, please submit Capital Improvement on-line application.)
8. Have you submitted a Primary Renovation (PR) application within the last 5 years? Yes No
(PR Cost Recovery application submission is limited to every 5 years per APN.)

9. PR rent increase is permanent and implemented in two phases. In most cases, a PR proposed rent increase is lower than a Capital Improvement proposed rent increase based on the same amount of per unit cost.

I have read it.

10. Do you want to apply for PR? Yes No

For more information please call (213) 928-9063.

CONTINUE

Commissioner Attendance at Rent Stabilization Board Meetings: 2021

2021	Soli ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON-WEISBERG	Dominique WALKER
January 21	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
February 18	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
March 18	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
April 15	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
May 6	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
June 17	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
July 15	PRESENT	PRESENT	ABSENT*	PRESENT	PRESENT	ABSENT*	PRESENT	PRESENT	PRESENT
August 19 CANCELLED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
September 23	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	ABSENT*	PRESENT	PRESENT
October 7 CANCELLED	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
October 21	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	ABSENT*	PRESENT	PRESENT	PRESENT
November 18	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT
December 16	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT	PRESENT

* = Absent *with* compensation

** = Absent due to a medical reason

Bold and italicized = Special Meeting

**Commissioner Attendance at Rent Stabilization Board COMMITTEE Meetings:
January-March 2021 (Q1)**

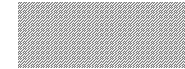
COMMITTEES	Soli ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON- WEISBERG	Dominique WALKER
<i>Budget & Personnel</i>									
Thursday, January 28, 2021		Present					Present	Present	Present
Thursday, February 25, 2021		Present					Present	Present	Present
Thursday, March 25, 2021		Present					Present	Present	Present
<i>Eviction / Section 8 / Foreclosure</i>									
Thursday, February 11, 2021					Present	Present	Present		Present
Thursday, March 11, 2021					Present	Present	Present		Present
<i>Habitable & Sustainable Housing</i>									
<i>This Committee did not meet this quarter.</i>									
<i>IRA / AGA / Registration</i>									
Tuesday, February 9, 2021	Present		Present	Present				Present	
Tuesday, March 2, 2021	Present		Present	Present				Present	
<i>Outreach</i>									
Wednesday, February 10, 2021		Present		Present	Present	Present			
Wednesday, March 24, 2021		Present		Present	Present	Present			
<i>4 x 4 Joint Committee on Housing (City Council/Rent Board)</i>									
Wednesday, February 24, 2021	Present		Present	Present				Present	
Wednesday, March 10, 2021	Present		Present	Present				Present	
<i>2 x 2 Committee on Housing (BUSD/Rent Board)</i>									
<i>This Committee did not meet this quarter.</i>									

**Commissioner Attendance at Rent Stabilization Board COMMITTEE Meetings:
January-March 2021 (Q1)**

COMMITTEES	Soli ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON- WEISBERG	Dominique WALKER
<i>Ad Hoc Committee on Technology Issues</i>									
<i>This Committee did not meet this quarter.</i>									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

**Commissioner Attendance at Rent Stabilization Board COMMITTEE Meetings:
April-June 2021 (Q2)**

COMMITTEES	Soli ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON-WEISBERG	Dominique WALKER
<i>Budget & Personnel</i>									
Thursday, April 22, 2021		Present					Present	Present	Absent
Tuesday, April 27, 2021		Present					Present	Present	Present
Tuesday, June 1, 2021		Present					Present	Present	Present
<i>Eviction / Section 8 / Foreclosure</i>									
Thursday, May 13, 2021					Present	Present	Present		Present
<i>IRA / AGA / Registration</i>									
Tuesday, April 6, 2021	Present		Present	Present				Present	
<i>Outreach</i>									
Wednesday, April 21, 2021		Present		Present	Present	Present			
Wednesday, May 19, 2021		Present		Present	Present	Present			
Wednesday, June 16, 2021		Present		Present	Present	Present			
<i>4 x 4 Joint Committee on Housing (City Council/Rent Board)</i>									
Tuesday, May 4, 2021	Present		Present	Present				Present	
Wednesday, June 23, 2021	Present			Present				Present	Present
<i>2 x 2 Committee on Housing (BUSD/Rent Board)</i>									
<i>This Committee did not meet this quarter.</i>									
<i>Ad Hoc Committee on Technology Issues</i>									
<i>This Committee did not meet this quarter.</i>									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



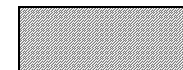
= Not a member of this Committee at this time

**Commissioner Attendance at Rent Stabilization Board COMMITTEE Meetings:
July - September 2021 (Q3)**

COMMITTEES	Soli ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON-WEISBERG	Dominique WALKER
Budget & Personnel									
Thursday, July 8, 2021		Present					Present	Present	Absent
Tuesday, August 31, 2021		Present					Present	Present	Present
Eviction / Section 8 / Foreclosure									
Thursday, July 29, 2021					Present	Present	Present		Present
IRA / AGA / Registration									
Wednesday, July 14, 2021^	Present		Absent*	Present				Absent	
Wednesday, July 28, 2021	Present		Absent*	Present				Present	
Wednesday, September 8, 2021	Present		Present	Present				Present	
Outreach									
Wednesday, July 21, 2021		Present		Present	Present	Present			
Wednesday, September 15, 2021		Present		Present	Present	Present			
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
Wednesday, September 22, 2021	Present		Present	Present				Present	
2 x 2 Committee on Housing (BUSD/Rent Board)									
<i>This Committee did not meet this quarter.</i>									
Ad Hoc Committee on Technology Issues									
<i>This Committee did not meet this quarter.</i>									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

**Commissioner Attendance at Rent Stabilization Board COMMITTEE Meetings:
October - December 2021 (Q4)**

COMMITTEES	Sol ALPERT	James CHANG	Xavier JOHNSON	Andy KELLEY	Paola LAVERDE	Mari MENDONCA	John SELAWSKY	Leah SIMON-WEISBERG	Dominique WALKER
Budget & Personnel									
<i>This Committee did not meet this quarter.</i>									
Eviction / Section 8 / Foreclosure									
Thursday, October 14, 2021					Present	Present	Present		Absent
Thursday, December 9, 2021					Present	Present	Present		Present
IRA / AGA / Registration									
Wednesday, October 13, 2021	Present		Present	Present				Present	
Wednesday, December 8, 2021	Present		Present	Present				Present	
Outreach									
Wednesday, October 20, 2021		Present		Present	Present	Absent			
Wednesday, November 17, 2021		Present		Absent	Present	Present			
Wednesday, December 15, 2021		Absent*		Present	Present	Present			
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
Wednesday, October 27, 2021	Present		Present	Present				Present	
2 x 2 Committee on Housing (BUSD/Rent Board)									
<i>This Committee did not meet this quarter.</i>									
Ad Hoc Committee on Technology Issues									
<i>This Committee did not meet this quarter.</i>									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time



RENT STABILIZATION BOARD
IRA / AGA / REGISTRATION COMMITTEE MEETING

Wednesday, January 12, 2022

5:00 p.m.

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE.

Pursuant to Government Code Section 54953(e)(3), City Council Resolution 70,030-N.S., and Berkeley Rent Stabilization Board (Rent Board) Resolution 21-29, this meeting of the Rent Board's **IRA/AGA/Registration Committee** (Committee) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/85124514253?pwd=amZTZ0pQTEhLM3kxb1BXaHNTamV1Zz09>. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "Rename" to rename yourself to be anonymous. To request to speak, use the "Raise hand" icon by rolling over the bottom of the screen.

To join by phone: Dial 1-408 638 0968 and enter Webinar ID: 851 2451 4253 and Passcode: 803176. If you wish to comment during the Public Comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during Public Comment, email mbrown@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR IRA/AGA COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director of the Rent Board, at 510-981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



Rent Stabilization Board

RENT STABILIZATION BOARD
IRA / AGA / REGISTRATION COMMITTEE MEETING

Wednesday, January 12, 2022 – 5:00 p.m.

AGENDA

1. Roll call
2. Approval of the agenda
3. Approval of minutes from the December 8, 2021 meeting (Attached to agenda)
4. Public Comment
5. Election of Committee Chair
6. Discussion and possible action regarding potential 2022 ballot initiatives to amend the Berkeley Rent Ordinance
7. Discussion and possible action regarding Rent Board's authority when tenants bring complaints that their common space and other services have been taken
8. Discussion and possible action regarding future agenda items
 - ➔ Tenant Occupancy Limits (Commissioner Johnson)
9. Confirm next meeting date
10. Adjournment

STAFF CONTACT: Matt Brown, General Counsel (510) 981-4930

COMMITTEE: Soli Alpert, Xavier Johnson, Andy Kelley (Chair), Leah Simon-Weisberg



**RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING**

Wednesday, January 19, 2022

5:00 p.m.

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE.

Pursuant to Government Code Section 54953(e)(3), City Council Resolution 70,030-N.S., and Berkeley Rent Stabilization Board (Rent Board) Resolution 21-29, this meeting of the Rent Board's **Outreach Committee** (Committee) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolution and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/89650177721?pwd=MDEzb3A2YS93SGFBcXdhWml4NUVJUT09>. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "rename" to rename yourself to be anonymous. To request to speak, use the "Raise hand" icon by rolling over the bottom of the screen.

To join by phone: Dial 1-669-900-6833, enter Webinar ID: 896 5017 7721 and Passcode: 351819. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during public comment, email mLaw@cityofberkeley.info with the Subject line in this format: "PUBLIC COMMENT ITEM FOR OUTREACH COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all other rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



Rent Stabilization Board

RENT STABILIZATION BOARD
OUTREACH COMMITTEE MEETING

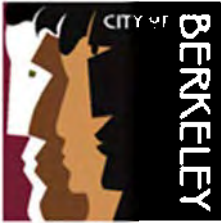
Wednesday, January 19, 2022 – 5:00 p.m.

AGENDA

1. Roll call (2 min)
2. Approval of the Agenda (2 min)
3. Approval of the Minutes of the December 15, 2021 Meeting (5 min)
4. Public Comment (5 min)
5. Election of Committee Chair (5 min)
6. Discussion and Update/Possible Action re Tenant Survey (10 min)
7. Discussion and Update/Possible Action re Fair Chance Ordinance (10 min)
8. Discussion and Update/Possible Action re Eviction Moratorium (5 min)
9. Discussion and Update/Possible Action re Tenant Protection Ordinance (2 min)
10. Staff Report: Recent and Upcoming Webinars, Workshops (2 min)
11. Schedule Next Meeting Date (2 min)
12. Future Agenda Items (5 min)
13. Adjournment (2 min)

STAFF CONTACT: Moni T. Law, Housing Counselor (510) 981-4906, Ext. 704

COMMITTEE: James Chang, Andy Kelley, Paola Laverde (Chair), Mari Mendonca



4x4 Committee on Housing
City Council and Rent Board

Item 10.f.(1)

4 X 4 JOINT COMMITTEE ON HOUSING CITY COUNCIL/RENT STABILIZATION BOARD

Tuesday, January 11, 2022 – 3:00 p.m.

PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED EXCLUSIVELY THROUGH VIDEOCONFERENCE AND TELECONFERENCE.

Pursuant to Government Code Section 54953(e)(3), City Council Resolution 70,030-N.S., and Rent Board Resolution 21-29, this meeting of the City Council and Rent Stabilization Board's **4 x 4 Joint Committee on Housing** (Committee) will be conducted exclusively through teleconference and Zoom videoconference. Please be advised that pursuant to the Resolutions and the findings contained therein that the spread of COVID-19 continues to be a threat to the public health and that holding meetings of City legislative bodies in person would present imminent risks to the health and safety of the public and members of legislative bodies. Therefore, **there will not be a physical meeting location available.**

To access this meeting remotely: Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/81526431015?pwd=cUFSZFP6ektjUTdqYnZJaXZLTWZoQT09>. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "Rename" to rename yourself to be anonymous. To request to speak, use the "Raise hand" icon by rolling over the bottom of the screen.

To join by phone: Dial 1-669-900-6833 and enter Webinar ID: 815 2643 1015 and Passcode: 599186. If you wish to comment during the public comment portion of the agenda, Press *9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment to be read aloud during public comment, email btran@cityofberkeley.info with the Subject Line in this format: "PUBLIC COMMENT ITEM FOR 4 X 4 COMMITTEE". Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 1:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum will apply for meetings conducted by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting. Questions regarding this matter may be addressed to DéSeana Williams, Executive Director of the Rent Board, at (510) 981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



City Council and Rent Board

AGENDA

4 X 4 JOINT COMMITTEE ON HOUSING CITY COUNCIL/RENT STABILIZATION BOARD

Tuesday, January 11, 2022 – 3:00 p.m.

1. Roll Call
2. Approval of the Agenda
3. Public Comment on Non-Agenda Matters
4. Approval of October 27, 2021 Committee Meeting Minutes
5. Introduction of New Executive Director of the Berkeley Rent Stabilization Board: DéSeana Williams
6. Discussion of Relocation Ordinance and Possible Amendments (Vice Chair Alpert)
7. Evaluation of City Laws Affecting Tenants During Construction and Suggested Additions from Tenant Habitability Plan Ordinance (Presentation and Memo from Mayor Arreguín and Chair Simon-Weisberg)
8. Establish 2022 Meeting Dates
9. Quick Updates on Previously Discussed Items
10. Discussion of Possible Future Agenda Items
 - a. Elevator Ordinance Update (requested by Chair Simon-Weisberg)
 - b. First in Time Standard Update Related to Source of Income Ordinance (requested by Kelley)
 - c. Discussion on Potential for Adding More Rent Controlled Units Under CA Civil Code Section 1954.52(b) (requested by Alpert)
11. Adjournment

COMMITTEE MEMBERS:

Mayor Jesse Arreguín

City Councilmember Kate Harrison

City Councilmember Rigel Robinson

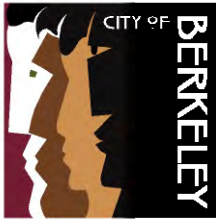
City Councilmember Terry Taplin

Rent Board Chairperson Leah Simon-Weisberg

Rent Board Vice-Chairperson Soli Alpert

Rent Board Commissioner Xavier Johnson

Rent Board Commissioner Andy Kelley



4x4 Committee on Housing
City Council and Rent Board

4 X 4 JOINT COMMITTEE ON HOUSING CITY COUNCIL/RENT STABILIZATION BOARD

Wednesday, October 27, 2021 – 3:00 p.m.

Minutes To Be Approved

1. Roll Call: RB Chair Simon-Weisberg called the meeting to order at 3:04 p.m.
Present: RBC Alpert, Mayor Arreguín, CM Harrison (logged on 3:08 p.m.), RBC Johnson, RBC Kelley, CM Robinson, RB Chair Simon-Weisberg.
Absent: CM Taplin.
Staff present: Matt Brown, Steven Buckley, Lief Bursell, Stefan Elgstrand, Jen Fabish, JT Harechmak, Matthew Siegel, Be Tran.
2. Approval of the Agenda: M/S/C (Robinson/Arreguín) Motion to approve the agenda as written. Roll call vote. YES: Alpert, Arreguín, Johnson, Kelley, Robinson, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Harrison, Taplin. Carried: 6-0-0-2.
3. Public Comment on Non-Agenda Matters: No speakers.
4. Approval of September 22, 2021 Committee Meeting Minutes: M/S/C (Arreguín/Robinson) Motion to approve the minutes as written. Roll call vote. YES: Alpert, Arreguín, Johnson, Kelley, Robinson, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Harrison, Taplin. Carried: 6-0-0-2.
5. Quick Updates on Previously Discussed Items
 - a. Amendments to the Demolition Ordinance (Mayor Arreguín): Steven Buckley of the Planning Department shared a proposed workplan and took questions and feedback from the committee. There was one public speaker.
 - b. Amendments to the Relocation Ordinance (Mayor Arreguín): The committee discussed the need for holistic amendments and, more particularly, the issue of if/when the Ordinance gets triggered by city staff after a fire. On the latter, Mayor Arreguín and CM Harrison will reach out to city staff to get a better understanding of the issue and potential action steps, with an eye towards inviting staff to a future meeting for a discussion. There were no public speakers.
6. Discussion of Possible Future Agenda Items: Elevator law update (Simon-Weisberg); “first in time” standard update related to Source of Income Ordinance (Kelley); Relocation Ordinance (Alpert and see 5.b.); discussion about the potential for adding more rent controlled units under CA Civil Code section 1954.52(b) (Alpert).
 - a. Date of next meeting: December 8.

7. Adjournment: M/S/C (Harrison/Arreguín) Motion to adjourn. Roll call vote. YES: Alpert, Arreguín, Harrison, Johnson, Kelley, Robinson, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Taplin. Carried: 7-0-0-1. The meeting adjourned at 4:09 p.m.

COMMITTEE MEMBERS:

Mayor Jesse Arreguín

City Councilmember Kate Harrison

City Councilmember Rigel Robinson

City Councilmember Terry Taplin

Rent Board Chairperson Leah Simon-Weisberg

Rent Board Vice-Chairperson Soli Alpert

Rent Board Commissioner Xavier Johnson

Rent Board Commissioner Andy Kelley



Jesse Arreguin, Mayor

Leah Simon-Weisberg, Chair, Rent Stabilization Board

Memo

January 5, 2022

To: 4x4 Joint Task Force Committee on Housing: Rent Board/City Council

From: Mayor Jesse Arreguin and Chair Leah Simon-Weisberg

Subject: Recommendation to Revise Berkeley B.M.C. Chapter 13.84 (“Relocation Ordinance”) to better protect tenants during construction due to necessary repairs and new construction of ADUs and other additional housing units.

INTRODUCTION

There has been a long standing gap in protections for tenants occupying units that need repairs, who live in properties destroyed by fires, or live in buildings where other units are being repaired or newly constructed. New state ADU laws which require ministerial approval have also created construction impacts when units are added to existing tenant-occupied properties. Additionally future zoning changes allowing for lot-splits or the addition of units on parcels will result in more construction in neighborhoods. The 4-bedroom ADU built on Harper Street last spring epitomizes the coming new generation of unintended consequences from new state housing laws and the needed protections for tenants living at existing properties slated for construction and addition. <https://www.berkeleyside.org/2021/04/09/berkeley-adu-harper-street-state-law>

Initially passed in 1986, and amended in subsequent years since, Berkeley Municipal Code (B.M.C.) Chapter 13.84 codifies the City’s Relocation Ordinance, the primary vehicle through which tenants receive various benefits when displaced from their home due to either mandated or voluntary code-compliance repairs at the property which necessitate that the tenant temporarily vacate their home.

While the Ordinance underwent substantial revision in 2011, a number of concerns regarding its applicability, administration and enforcement still remain. Administered by various staff in the City’s Housing Department with substantial assistance from Rent Board staff, many landlords and tenants have voiced frustration over several components of the Ordinance.

From a tenant perspective there have been complaints regarding unsafe and disruptive practices during repairs, a rigid review process which often results in a tenant being compelled to remain

in the premises while major repair work is done to their unit and/or building and a lack on the part of the City to enforce the Ordinance in such areas as compelling owners to make actual payments to tenants when legally obligated.

From a property owner perspective there has been frustration about a lack of clear administrative procedures and guidelines as well as difficulties encountered when a dispute arises between landlord and tenant about the need or desire to have the tenant relocate.

On February 24, 2021 , Rent Board Chair Simon-Weisberg provided a PowerPoint presentation to this committee about the City of Los Angeles' Tenant Habitability Program ("THP"). This program, codified in Article 2, Chapter 152.00 et seq. of the Los Angeles Rent Stabilization Ordinance, was created to facilitate the process wherein property owners are able to move forward with substantial repairs and renovations and at the same time mitigate the impacts such work often has on sitting tenants. The THP provides mechanisms and procedures that either allow a tenant to remain in the unit while such work is undertaken or, in the alternative, provide the tenant temporary housing while such work is being done.

We have reviewed the Los Angeles Tenant Habitability Program and find there is much that it offers. The program offers landlords and tenants clear directives and guidance from the onset of any proposed construction work and just as importantly empowers the City to review and adjudicate proposals from the property owner when such work is being contemplated.

Thus, this report recommends that the 4x4 Committee recommend to the City Council, in concept, that the City move towards a model that reflects that of the Los Angeles THP.

BERKELEY RELOCATION ORDINANCE (B.M.C. 13.84)

Initially passed in 1986 and amended several times since, the City's Relocation Ordinance is codified as B.M.C. Chapter 13.84. After a lengthy review process which included input from community stakeholders and City commissions, the Ordinance was substantially amended in 2011.

Since its inception, the purpose of the Ordinance has always been "...to provide relocation services and require property owners to make certain payments to ..tenant households temporarily relocated as a result of code enforcement...or voluntary code compliance..." (B.M.C. 13.84.010). The Ordinance applies to all residential households and provides few exceptions when work is mandated (B.M.C. 13.84.020B [definition of household and unit], 13.84.020C, 13.84.030B [definition of natural disaster which exempts property owners from complying with the Ordinance]).¹

The following section describes how the Ordinance operates in theory and in practice as well as difficulties and concerns that have arisen since it's most recent 2011 implementation.

¹ It is noted that there has been some misunderstanding of the Ordinance's applicability within the City. It is important to note that the Ordinance applies to all residential tenancies and not just those covered by the City's Rent Stabilization and Good Cause for Eviction Ordinance and that fires that are not a "natural event" such as a "forest fire" do implicate and trigger the Ordinance.

1. Eligibility

a. Application:

Initially, the City's Relocation Ordinance is only available to parties if either the City determines the unit cannot be safely occupied while City-mandated code compliance work is being undertaken or if it is determined that voluntary code compliance work or fumigation work initiated by the owner necessitates the tenant temporarily vacating their unit (B.M.C. 13.84.030A; 13.84.060A, C).

b. Practice:

In practice, the triggering aspect of the Ordinance is one of its greatest blind spots. It is understood throughout the City that there will hardly ever be a circumstance that, when asked, the Building Official will opine that the tenant must vacate in order for code compliance work to be done. This aspect of the Ordinance's administration is relevant since the scenario that usually occurs is when either the owner wishes to have the tenant vacate and the tenant doesn't want to, or the tenant wants to vacate and the owner doesn't believe the work requires the tenant to vacate. It is noted that parties are sometimes able to work out these differences and voluntarily comply with the Ordinance's requirements or agree to other terms that are mutually acceptable. This is often done however after substantial counseling, guidance and direction from City staff.²

2. Property Owner Responsibilities

a. Application:

Once the Ordinance is triggered and there is no dispute between the owner and tenant regarding the applicability of the Ordinance, the owner is responsible for providing relocation payments directly to the tenant household (13.84.040). Under the Ordinance, payments fall into one of two categories; work that is to be completed in less than thirty days and work that will take thirty days or more.

For work to be done in less than thirty days all tenant households are to receive a per diem rate currently set at anywhere from \$120 to \$166 per day depending on size of household with increases of \$15 per day for additional household members above three (13.84.070). The rate can be increased by Council resolution.

For work that is anticipated to take longer than thirty days the household receives a flat \$400 dislocation allowance, moving and storage costs as well as rent differential if the tenant finds a comparable unit with a higher rent. The rent differential however may not exceed a ceiling established annually by the Rent Board and is based on the number of bedrooms in the unit (13.74.070B). In lieu of either the per diem payments or rent differential payments, the owner may offer an alternative unit to the tenant household that is comparable to the unit being vacated. The rent, when offered, cannot exceed the tenant's rent from the unit being vacated and the

² It is noted that properties that are damaged due to fire are the exception to these scenarios since fire-damaged buildings will often be yellow or red tagged by the Fire Marshall, thus, in theory, automatically triggering the Ordinance since by the very nature of the City's actions, the unit and/or property is not currently habitable.

vacating tenant always has the right to return (13.84.070G). The landlord is not obligated to offer the tenant alternative housing and the burden in finding alternative housing lies with the tenant.

b. Practice:

The primary disconnect that has surfaced regarding the distinction between the two categories of eligibility (thirty days or less versus thirty days or more) is the difficulty tenants have in actually finding short-term housing when the repairs are anticipated to take longer than thirty days. Staff has repeatedly been informed by tenants seeking short-term, temporary housing that it is scarce and hard to find. While sublets can be found, temporary housing for only a month or two is most often found within the student community and usually only for the summer months.

Another concern raised by tenants when entering the short-term housing market is that the rental price often exceeds the rent differential ceilings established by the City. This results in the tenant paying the excess difference out of pocket. Finally, given the vagaries of the work being done at the tenants' unit, it is often difficult, if not impossible, for the tenant seeking housing to truthfully inform the new landlord just how long their tenancy is going to be. While there is no legal obligation on the part of a tenant to divulge such information prior to renting, many tenants have shared with staff the dilemma this issue often presents.

When the work is anticipated to be less than thirty days, tenants experience different difficulties. Initially, tenants state that the current per diem rates are lagging behind actual hotel rates. Staff has not been able to confirm this and a more recent survey has not been done.

Also of note is the fact that most hotel rooms do not have adequate cooking facilities thus the tenant household must rely on food that does not require full cooking facilities such as oven/stove. This results in a higher per diem expense from the household which already does not include a separate per diem for food cost. As a result of the inherent problems with tenants staying in hotels, many have turned towards short-term rentals such as Airbnb and VRBO. These however often exceed the City's per diem rate and, by their very nature, are limited to stays of fourteen days or less.³

Finally, we believe that the voluntariness of an owner offering a vacant unit to a tenant being relocated should be amended and made compulsory. Given the difficulties in finding alternative housing if an owner has a vacant unit elsewhere in the City it should be offered to the tenant as part of the Ordinance.

3. Challenges/Appeals

a. Application:

When the code enforcement work is mandated by the City and the City has deemed the unit uninhabitable while the work is being done, the tenant or owner may dispute this determination by seeking a hearing with the Housing Advisory Commission ("HAC") (B.M.C. 13.84.050). To

³ While the City's Short-term Rental Ordinance allows stays of up to 90 days, any stay longer than fourteen days converts the occupancy to a potential rent-controlled tenancy, thus many owners limit stays to fourteen days or less (B.M.C. 23C.22 et seq.)

the best of our knowledge appeals of this nature are extremely rare since most commonly the determination by the City in these instances often are the result of a fire at the property resulting in the building being either yellow or red tagged.

When the work is of a voluntary nature to bring the unit/property into code compliance the appeal process is more problematic.

If the tenant disagrees with a landlord contention that the tenant must vacate, or if either party disputes the amount of the relocation benefits to be paid or any other terms of the Ordinance, the parties must first engage in some form of conflict resolution/mediation. As part of its services, the Rent Board offers mediations to try and resolve Relocation Ordinance disputes (B.M.C. 13.84.100).

Only after such efforts have been made with no result, an owner can seek a hearing with the Housing Advisory Commission. Such a request must be filed within five days after conflict resolution has occurred (B.M.C. 13.84.100A2).

If a tenant disagrees with the owner's demand that the tenant vacates, a request is to be filed with the Building Official also within five days of completion of conflict resolution. Upon receipt, the Building Official is then empowered to determine whether relocation is necessary. That decision is final (B.M.C. 13.84.100A3).

b. Practice:

In practice, one of the problems lies with the fact that owner challenges to a tenant's right to relocation benefits must first flow through the HAC. Depending on when the HAC is meeting, an inordinate amount of time may pass prior to such hearing. Given the immediacy of the situation, with a tenant moving out, either into a hotel or longer-term temporary housing and seeking immediate relocation payments to cover the move, this built-in delay creates extreme burdens on the tenant household if the owner is, in fact, challenging the tenants' right to the benefits.

The central concern however with the appeal process lies in the fact that, in most cases, if a tenant wishes to move but the owner feels such a move is not necessary, there is no mechanism for a tenant to seek that type of determination. The actual issue of relocation only rises to the forefront when the owner claims it is necessary when obtaining permits to do the work.⁴

When the Ordinance was last discussed in detail at this committee, former Rent Board Commissioner Igor Tregub raised a number of salient points on this issue. Mr. Tregub voiced concerns, which are shared by us, that there are many scenarios wherein a tenant would need to vacate even though the work contemplated could, technically, be done with the tenant remaining in the unit. Mr. Tregub offered compelling hypotheticals such as a tenant who is suffering from illness or severe allergies to dust or mold but is still forced to remain in the unit; a tenant who works from home but now cannot since the repair work would severely disrupt the tenant's use

⁴ One of the flaws of the Ordinance and the City's processes is that while certain permits have a small box for owners to check stating relocation is required, this box is hardly ever checked and owners then unilaterally proceed to demand the tenant move. In addition, City staff has made clear that they do not have the resources to review permits in order to ascertain whether relocation would be required. Thus, the entire Ordinance and its administration appears to be hamstrung right at the offset since owners rarely trigger it at the time required, the City doesn't review the permits in real time to determine relocation and the tenant has no recourse under the Ordinance to seek relocation if the owner isn't requesting it.

during the day; a senior or disabled tenant whose daily life would be severely impacted if they had to remain in the unit while such substantial repair work was done.

We have heard from staff working on the Ordinance that these are real-life situations which have occurred over the years and is one of the central driving forces behind this effort to revamp and reimagine how the Ordinance operates.

4. City Involvement in Relocation Payments

a. Application:

While the Ordinance anticipates City involvement for issues such as actual determination of the need to vacate, setting the relocation rates and building in an appeal process, enforcement of the Ordinance largely remains up to the parties.

In cases where an owner fails to make required relocation benefits to the tenant, the City may provide such payment and then seek reimbursement from the owner (B.M.C. 13.84.080). Should this occur, the City is then able to assess a lien on the owner's property in order to recover the costs incurred (B.M.C. 13.84.080A).

b. Practice:

In practice this has never happened. We are aware of at least one case where the owner acknowledged the application of the Ordinance, made some initial payments but then refused to continue as required. Tenants in this building asked the City to provide payment as allowed under the Ordinance but the City balked claiming there was no money in the City's budget to allow for such disbursement. This is problematic and is also one of the points raised when the Ordinance was last discussed in detail. We believe that, at a minimum, this should change and the City should either be mandated to make payments or the funds need to be provided to make payments when determined. The City, through its assessments and liens is in a much better place to recover these funds than a tenant who is in the midst of relocating, not having the bare resources to pay for such moving expenses and is thus compelled to file a lawsuit which can take years to collect what is legally owed them.

Overview

A review of the Relocation Ordinance shows an Ordinance that was improved back in 2011 but through design and administration has several crucial flaws that need addressing. The actual benefits need to be increased, offering another vacant unit to a displaced tenant should be compulsory, the City should provide payments when the owner refuses, tenants should have a mechanism to trigger the ordinance as opposed to just owners and the requirements for a tenant vacating need to be drastically expanded to cover scenarios other than the technical nature of the work being contemplated.

In the section below, we will review the Los Angeles Tenant Habitability Program ("THP").

TENANT HABITABILITY PROGRAM (Los Angeles Rent Stabilization Ordinance/ Art. 2, Section 152.00 et seq.)

In 2005 the City of Los Angeles amended its rent control ordinance and passed the Tenant Habitability Program (“THP”). The program is codified as Section 152 et seq. of Article 2 of the Rent Ordinance. Its purpose is to facilitate landlord investment in substantial renovation work without subjecting tenants to untenable housing conditions during such work or forced displacement. The program requires owners to ensure that tenants either remain in their unit safely during such renovation/work or are temporarily relocated (Sec. 152.01).

1. What triggers the THP?

At the onset, it should be made clear that the THP works opposite to that of Berkeley’s Relocation Ordinance. While the City’s Relocation Ordinance is mostly self-enforcing and triggered by the voluntary act or claim by the owner of the need for relocation, Los Angeles’s THP is the opposite.

Under the THP, no landlord may undertake what is called “Primary Renovation Work” without first obtaining all required permits and part of the permitting process is the submission of a Tenant Habitability Plan which must garner city approval (Sect. 152.03A).

Primary Renovation Work is defined as involving the replacement or substantial modification of major building systems and presumes such work as substantial plumbing, electrical, heating, foundation work and/or abatement of hazardous materials (Sect. 152.01).

Under the THP an owner must submit a Tenant Habitability Plan and provide advance notice to the tenant of the work contemplated as well as the plan itself. At a minimum, the Habitability Plan must identify the property owner as well as any contractor or sub-contractor hired to do the work; must identify all affected tenants including their rent and must describe the scope of work as well as the estimated cost of the work and time for completion. In addition, the Habitability Plan must identify and discuss the impact the work will have on each unit with attention given to noise, utility interruption, accessibility and exposure to hazardous materials. The plan must also lay out mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable unit outside normal business hours. Finally, the Habitability Plan must identify and discuss measures to be taken to protect tenant property (Sec. 152.03B).

2. City Approval Required

Under this law the City reviews and either approves or denies the landlord’s permits depending on a satisfactory Habitability Plan. The City has five days from receipt of the plan and parties have fifteen days to challenge the City’s determination (Sec. 152.03C).⁵ Since the THP lies within the City’s rent control ordinance, challenges are heard by Rent Board examiners.

3. Notice Requirements

⁵ One condition of acceptance of the permits is the requirement that the owner have no outstanding balance with the Rent Board or any code enforcement fees (Sec. 152.03C2)

As mentioned above, when submitting permits for approval the owner must serve the tenant with the Habitability Plan as well as a Notice of Primary Renovation Work. This notice must inform the tenant of the projected start and end date of the work, a description of the work to be done, details of temporary relocation if required and notice of tenants' right to re-occupy the unit as well as the right to appeal the City's determination.

4. Relocation

Under this section, a tenant always has the option of permanently vacating their unit in exchange for permanent relocation assistance if the work lasts thirty days or longer. Permanent relocation fees are set by the City and are currently in line with Berkeley's Ellis Bill relocation fees.

Under the Habitability Plan the tenant is obligated to still pay rent on their unit but the owner shall pay for all temporary housing including all costs related to storage and/or moving (Sec. 152.06C, D). Relocation is mandated if the unit is untenable outside of normal working hours.

Another component of the plan is the requirement that the owner offer the tenant any comparable vacant unit that s/he owns. Space is provided in the THP to consider differences in amenities such as size, bedrooms, etc... (Sec. 152.06F).

Similar to Berkeley's Relocation Ordinance, if the work takes less than thirty days the owner shall arrange temporary housing either in the same building or other housing such as a hotel/motel. If the housing is not in a unit owned by the landlord it can not be greater than two miles from the tenant's unit. Finally, in lieu of the owner paying for temporary housing, the parties can agree to a per diem amount for each day of temporary relocation (Sec. 152.06F).

Overview

The Los Angeles THP balances the desire of landlords to substantially renovate their properties with the City's policy of ensuring safe housing for its tenants and the need for tenants to be adequately protected and compensated when such work creates conditions that make their unit untenable.

The THP has clear, concise protocols for noticing requirements, appeals procedures as well as succinctly laying out landlord and tenant rights and responsibilities.

CONCLUSION

While the City's Relocation Ordinance has many components that are desirable, the primary method of how it is triggered along with some crucial components that we feel need amending, give us reason to believe the City should move forward with a model more closely based on the Los Angeles THP.

The Relocation Ordinance currently is in need of the following:

- Increased per diem amounts
- Adjustment for rent differential payments
- Stronger mandate for City payment of benefits when owner fails to pay
- Expanded elements for a tenant to relocate

Primarily and of most import however is what we see as a fatal flaw in the ordinance; the inability of a tenant to access it and seek a determination when a landlord fails to claim the need for such relocation. As discussed above, this blind spot has been the cause of great confusion and hardship for tenants over the years.

In contrast, the Los Angeles THP removes the subjective nature of whether relocation is needed by compelling the owner to provide a detailed plan that contemplates possible relocation as well as on-site tenant protections if relocation is not required. A crucial part of the THP is, of course, the requirement that the City be the arbiter of whether work permits are to be granted.

A comparison of the City's Relocation Ordinance with the THP of Los Angeles reveals a need in Berkeley for, at a minimum, a move towards the Los Angeles model wherein an owner must preliminarily provide detailed plans to the City and seek approval prior to permits being granted. We also see the need however for any new model to incorporate some of the concerns raised previously about the threshold that a tenant needs to meet in order to trigger relocation. Thus, we recommend that this committee approve a motion to recommend that the City immediately start the process to either amend B.M.C. 13.84 and/or pass new legislation in line with the Los Angeles THP.

Attachments:

1. B.M.C. Chapter 13.84 (Berkeley Relocation Ordinance)
2. Section 152.00 (Los Angeles Tenant Habitability Program)
3. Los Angeles THP Primary Renovation Application Questionnaire

Chapter 13.84

RELOCATION SERVICES AND PAYMENTS FOR RESIDENTIAL TENANT HOUSEHOLDS

Sections:

- 13.84.010 Purpose.
- 13.84.020 Definitions.
- 13.84.025 Notice.
- 13.84.030 Eligibility for relocation services and assistance.
- 13.84.040 Owner responsibilities.
- 13.84.050 Relocation payment and appeals procedures for code enforcement activity.
- 13.84.060 Relocation payment procedures for voluntary code compliance.
- 13.84.070 Relocation and other payments.
- 13.84.080 City's involvement in relocation payments.
- 13.84.090 Move-back option.
- 13.84.100 Conflict resolution and appeal procedures for voluntary code compliance.
- 13.84.110 Private right of action.
- 13.84.120 Severability.

13.84.010 Purpose.

The purpose of this chapter is to provide relocation services and require property owners to make certain payments to residential tenant households temporarily relocated as a result of code enforcement activities or voluntary code compliance in order to alleviate hardships associated with such relocations; to facilitate the correction of code violations; and to protect the health, safety and welfare of Berkeley residents. (Ord. 7212-NS § 1 (part), 2011)

13.84.020 Definitions.

- A. "Code enforcement" or "code enforcement activity" means an activity or activities initiated by the City to require an owner to bring the property into compliance with applicable laws including, but not limited to, actions by the Building Official or Fire Marshal after a fire ordering relocation.
- B. "Household" or "tenant household" for purposes of this chapter means one or more individuals entitled to the occupancy of a rental unit or room who share living expenses.
- C. "Natural disaster" means any natural event which results in damage to property, such as, but not limited to, an earthquake, flood, or forest fire.
- D. "Owner" means a person, persons, corporation, partnership or any other entity possessing ownership of a property individually, jointly, in common or in any other manner or their agent or assignee.
- E. "Relocate" or "relocation" means the required vacating of a residential unit or room by a tenant household and the moving temporarily into another unit or room as a result of repairs required to bring the building or a portion thereof which contains a residential unit or room occupied by the tenant household into code

compliance whether such repairs are undertaken because of code enforcement or through voluntary code compliance as defined below.

F. "Residential unit" or "unit" means a building or portion of a building designed for, or occupied exclusively by, one or more persons living as a household.

G. "Room" means a room in a hotel or boarding house or a rented room in a private dwelling occupied by a tenant household for at least thirty (30) consecutive days.

H. "Voluntary code compliance" means actions voluntarily initiated by an owner to achieve compliance with applicable laws including, but not limited to, fumigation, as well as to seismically retrofit a building on the inventory of potentially hazardous soft story buildings established under Chapter 19.39 so as to remove it from such inventory under Section 19.39.080.B if such retrofit is required by the City. (Ord. 7456-NS § 1, 2016; Ord. 7212-NS § 1 (part), 2011)

13.84.025 Notice.

Whenever any notice or other communication is required by this chapter to be served on, provided, given or delivered to, or filed with any person, that notice or communication may be communicated by personal delivery, certified mail, first class mail, e-mail, or any other similar method that will provide a written record of the notice or communication. (Ord. 7212-NS § 1 (part), 2011)

13.84.030 Eligibility for relocation services and assistance.

A. A tenant household shall be eligible for relocation assistance and payments pursuant to this chapter if the City determines that the condition of a building or portion thereof is such that a unit or room cannot be safely occupied by that tenant household while the building or portion thereof is being brought into code compliance and if such condition was not primarily or entirely created by the tenant household occupying the unit or room.

B. A tenant household shall not be eligible for relocation assistance and payments pursuant to this chapter if the required relocation of the tenant household is the result of an earthquake or other natural disaster. (Ord. 7212-NS § 1 (part), 2011)

13.84.040 Owner responsibilities.

A. The owner shall be responsible for providing relocation payments directly to the tenant household required to relocate pursuant to this chapter. The owner is also responsible for complying with Section 13.76.130 (rent stabilization and eviction for good cause ordinance).

B. If the owner or the City determines that relocation is necessary, the owner shall provide a written notice of temporary relocation to any affected tenant households thirty (30) days in advance of the required relocation unless the City orders abatement that requires relocation in less than thirty (30) days and, in such case, the owner shall provide a notice within ten (10) days of the City's abatement order. Such notice shall summarize the repairs to be undertaken and the estimated duration of relocation. Any such notice which the owner serves upon a tenant household shall refer to and shall be accompanied by a copy of this chapter and the City's request for relocation payment form. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.

C. The owner shall notify the tenant household when repairs are completed and permit the tenant household to reoccupy the residential unit or room as per Section 13.84.090. The tenant household shall retain all rights of tenancy that existed prior to relocation, except as set forth in Section 13.84.070.G.2. (Ord. 7212-NS § 1 (part), 2011)

13.84.050 Relocation payment and appeals procedures for code enforcement activity.

A. Whenever a building or portion thereof which contains a residential unit or room is declared in violation of any law, the Building Official or Fire Marshal, as appropriate, shall determine whether the repairs necessary to abate the violation(s) can reasonably be accomplished without relocation of the tenant household in possession of the unit or room. Such determination shall be served in the same manner as the notice of violation. The absence of an express determination that relocation is required shall be deemed a determination that relocation is not required.

B. Any affected tenant household or owner who disputes a determination made by the Building Official or Fire Marshal under subsection A of this section may file a written request for a hearing by the Housing Advisory Commission. Such request for hearing must be filed within ten (10) days of the date of the notice from the Building Official or Fire Marshal.

C. Appeals of determinations by the Building Official or Fire Marshal of the necessity to relocate due to an imminent threat to life and safety shall not delay enforcement of the vacation ordered by the Building Official or Fire Marshal.

D. The determination by the Building Official or Fire Marshal that a tenant household is required to relocate pursuant to this chapter shall not relieve the owner of their obligation to provide a notice of temporary relocation pursuant to Section 13.84.040. Any such notice which the owner serves upon a tenant household shall refer to and shall be accompanied by a copy of this chapter, and the City's request for relocation payment form. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.

E. Each tenant household which has been served with a notice of temporary relocation from the owner indicating that relocation is required in accordance with the notice of violation shall complete a request for relocation payment form to calculate the amount of the initial payment to which the household is entitled pursuant to Section 13.84.070. The tenant household shall serve the completed request for relocation payment to the owner within thirty (30) days after receipt of the notice of temporary relocation.

F. Within five business days after receipt of the tenant household's completed request for relocation payment form, the owner shall make the initial relocation payment directly to the tenant household as per Section 13.84.070, or follow the conflict resolution and appeal procedure as specified in Section 13.84.100. (Ord. 7212-NS § 1 (part), 2011)

13.84.060 Relocation payment procedures for voluntary code compliance.

A. Whenever an owner applies for a building permit to bring a residential unit or room into code compliance, the owner shall be required to specify whether repairs will necessitate the tenant household occupying the unit or room to relocate.

- B. The City shall provide the owner with a notice containing information about the tenant household's relocation rights pursuant to this chapter, as well as a copy of this chapter and a City contact number where additional information can be obtained.
- C. If the owner determines that relocation may be necessary to undertake repairs to bring the property into code compliance or as a result of fumigation, the owner shall serve all affected tenant households with a notice of temporary relocation, a copy of this chapter, and a copy of the City's request for relocation payment form. These documents shall be provided to tenants at least thirty (30) days in advance of the required relocation. Nothing in this section shall relieve the owner of their obligation to serve any notice that would otherwise be required pursuant to state or local law.
- D. If the tenant household disagrees with the owner's determination of the necessity to relocate, the tenant household may follow the conflict resolution and appeals procedure as specified in Section 13.84.100.
- E. The Building Official must receive acknowledgment(s) of receipt by the tenant household(s) of the documents required by subsection C of this section before the City will issue the building permits necessary to undertake repairs. Such acknowledgment may be in the form of the tenant household's signature asserting receipt, or other proof substantiating that a notice was delivered to the affected tenant household(s).
- F. Each tenant household which has been served with the notice required by subsection C of this section or the Building Official's determination pursuant to Section 13.84.100.A.3 shall complete a request for relocation payment form to calculate the amount of the initial payment to which the household is entitled pursuant to Section 13.84.070. The tenant household shall notify the owner of the amount of payment to which the tenant household is entitled within thirty (30) days of receipt of the notice from the owner.
- G. Within ten (10) days after receipt of the tenant household's completed relocation payment form, the owner shall make the initial relocation payment directly to the tenant household as per Section 13.84.070.K or follow the conflict resolution and appeal procedure as specified in Section 13.84.100.
- H. The relocation of a tenant household pursuant to this chapter shall not terminate the tenancy of the relocated household. The relocated household shall have the right to reoccupy the unit or room from which it was relocated as soon as the unit or room is ready for reoccupancy, except as set forth in Section 13.84.070.G.2. (Ord. 7212-NS § 1 (part), 2011)

13.84.070 Relocation and other payments.

- A. Households to be relocated for twenty-nine (29) consecutive days or less, including households covered under section 13.84.040.B, shall be entitled to the following relocation payments:
1. A per diem payment to compensate for hotel or motel accommodations and meals. Such payment amount shall be established by City Council resolution and be based upon tenant household size.
 2. Reimbursement for daily boarding costs for pets lawfully occupying the unit or room from which the tenant household was relocated at the date of relocation if the tenant household's temporary accommodation does not accept pets. The tenant household shall receive reimbursement for reasonable

boarding costs. The maximum reimbursement rate shall be established by City Council resolution. The tenant household must provide proof of the actual boarding costs incurred in order to receive reimbursement from the owner. For purposes of this section, "pets" shall exclude any pet that is customarily kept in an enclosure such as a cage, terrarium or aquarium, and the number of pets lawfully occupying a unit or room shall be the number specifically permitted by written agreement.

3. The initial relocation payment shall be due within ten (10) days of the owner's receipt of the tenant household's request for relocation payment. If the period of relocation is less than ten (10) days, the initial relocation payment shall include the per diem payment for the full period. If the period of relocation exceeds ten (10) days, the initial relocation payment shall include either:

- a. A lump sum per diem payment for the full period of relocation; or
- b. The per diem payment for a minimum of ten (10) days, with subsequent payment contingent upon verification of hotel costs incurred by the tenant household. Such payments are due to the tenant household immediately upon owner's receipt of documentation verifying the household's expenses. If the tenant household does not incur hotel costs, it is only entitled to receive a meal allowance for each member of the household during the remaining period of relocation.

B. Households to be relocated for a period of thirty (30) consecutive days or longer shall be entitled to relocation payments that include all of the following:

1. A one-time dislocation allowance to help defray incidental relocation expenses. The amount of the dislocation allowance shall be established by City Council resolution.

2. The household's choice of reimbursement for actual moving and storage expenses or a fixed payment, subject to the following requirements:

a. If a fixed payment is chosen, no documentation of expenses is necessary. The amount of the fixed payments shall be established by City Council resolution.

b. Reimbursement for actual documented moving and storage expenses shall include both moving costs to the replacement unit(s) and moving costs back to the original unit. Moving costs shall consist of actual reasonable costs of moving, including transportation of personal property, packing and unpacking, insurance of personal property while in transit, compensation for any damage occurring during moving, storage of personal property, disconnection and reconnection of utility services and any additional reasonable costs associated with the required moving. Payments for a one-way move shall not exceed rates established in the fixed residential moving cost schedule approved by the Federal Highway Administration and published in the federal register on a periodic basis.

3. If the rental costs incurred by the tenant household during the period of relocation exceed the amount of rent being paid on the unit or room to be vacated, the household shall be eligible for a rent differential payment. The rent differential payment shall be equal to the difference between the rent paid on the unit or room to be vacated and the rent paid for a unit or room temporarily leased during the period of relocation, with the following restrictions:

- a. The rent differential payment shall not exceed a ceiling established annually by the City based on the average market rent statistics gathered and published by the rent stabilization program for the prior calendar year.
 - b. The ceiling for the rent differential payment shall be based on the bedroom size of the unit or room to be vacated, with the exception of payments for relocation from rooms which shall be calculated on the same basis as payment for relocation from a studio apartment.
 - c. The rent differential payment for a tenant household receiving a rental subsidy shall be based on the amount of rent paid by the tenant household for the unit or room leased by the tenant household during the period of relocation. The owner may coordinate with the entity providing the subsidy to assure the continuity of the rental subsidies during the period of relocation.
4. Reimbursement for the documented utility cost(s) that the tenant household incurs in their replacement housing, if the owner had been paying that particular utility cost for the vacated unit or room.
- C. The initial relocation payment pursuant to subsection B of this section shall be due within ten (10) days of the owner's receipt of the tenant household's request for relocation payment, and shall include:
1. The dislocation allowance;
 2. Either the fixed payment for moving and storage costs if applicable, or payment for moving costs based on a reasonable estimate from a qualified professional mover;
 3. The rent differential payment for one month or, if the relocation is anticipated to exceed ninety (90) days, then the initial payment shall include the rent differential payment for the first three-month period.
- D. Subsequent payments for rent differential, utilities and storage costs pursuant to subsections B.2.b through B.4 of this section, when applicable, shall be made on a monthly basis thereafter. Such payments shall be made at least seven days in advance of when the tenant household's monthly rental payment is due. Instead of monthly payments the owner may make one lump sum payment for the full amount due for the rent differential payments to the tenant household. If the tenant household qualifies for reimbursement for monthly storage or utilities costs, these payments continue on a monthly basis or upon receipt by the owner of documentation that verifies the household's expenses.
- E. Payments pursuant to subsections B.2.b through B.4 of this section, when applicable, shall continue until such time that the unit from which the tenant household was relocated is available for occupancy or the tenant household has notified the owner of their intent to permanently vacate the unit.
- F. If the tenant household has not been offered the opportunity to reoccupy the unit from which it relocated within six months from the date of their relocation, the tenant household shall be entitled to receive an additional dislocation allowance payment. The tenant household must provide written request for the additional dislocation payment to the owner which includes confirmation of their intent to reoccupy the unit. Such payment is due within ten (10) days after receipt of the tenant household's request. Acceptance of such payment does not constitute a tenant household's relinquishment of any tenancy rights.

G. 1. In lieu of the per diem payments in subsection A of this section, or rent differential and utility payments in subsections B.3 and B.4 of this section, the owner may offer an alternate rental unit or room to the tenant household that is comparable to the unit or room being vacated and is owned by the owner. The amount of rent paid by the household for such unit or room shall not exceed the rent being paid on the unit or room from which the tenant household relocated. If the tenant household accepts the owner's offer, the tenant household does not relinquish its right to reoccupy the unit or room from which it is being relocated unless the tenant household provides written notice surrendering possession of the unit or room. A tenant household that accepts an alternate unit or room is entitled to receive the dislocation allowance in subsection B.1 of this section and compensation for moving and storage costs if applicable as provided in subsection B.2 of this section.

2. If the tenant household does not timely notify the owner of its intent to reoccupy the unit or room under Section 13.84.090 and seeks to remain in its alternate unit, it thereby surrenders its right to reoccupy the unit or room from which it has relocated and terminates its tenancy of that unit or room, and the rent for the alternate unit or room shall not be limited by this chapter and may be increased to an amount otherwise permissible by Chapter 13.76. Nothing in this section limits the owner's right to evict a tenant household pursuant to Section 13.76.130.A.11.

H. A tenant household that is relocated for thirty (30) days or more shall not be responsible for any rent due on the unit or room from which it was relocated during the period of relocation and failure to pay rent during this period shall not constitute relinquishment of tenancy rights.

I. The owner and tenant household may mutually agree upon temporary housing and relocation payments other than that provided by this chapter. Such agreement shall be in writing and signed by both the owner and tenant household with a copy provided to the City's Housing and Community Services Department.

J. If a tenant household's actual relocation period is shorter than the period for which the owner has paid, the tenant household must repay the overpaid amount to the owner within thirty (30) days of receiving written notice from the owner of the overpayment. If the tenant household has incurred a financial obligation to pay rent, utilities, or storage costs during the remaining period of their relocation, these costs may be deducted from the amount to be repaid to the owner, subject to the provisions of subsection B of this section.

K. All payments to tenant households under this chapter shall be made to those persons in the tenant household from whom the owner has received rental payments during the immediately preceding rental period, in the same proportion in which such payments were made. The owner shall have no liability or other obligation with respect to further division or allocation of such payments among the members of the tenant household. Nothing in this section shall be construed to affect the determination of the actual number of tenants in the tenant household for purposes of Chapter 13.76.

L. The size of a tenant household shall be determined based on the number of individuals entitled to occupy the unit or room at the time a determination of the Building Official is served under Section 13.84.050 or a notice of temporary relocation is served under Section 13.84.060.C.

M. Upon receipt of the full relocation payment under this chapter and a notice of temporary relocation, the tenant household shall relocate within thirty (30) calendar days. Failure to relocate pursuant to such notice may

entitle the landlord to issue a notice to vacate and be a basis for good cause eviction pursuant to Section 13.76.130.A.7.a.

N. The City Council shall by resolution adopt a reasonable reimbursement rate for the following based upon surveys of prevailing costs for services, subject to limitations set forth in this chapter and any additional limitations set forth in the resolution:

1. Per diem rates for hotel accommodations and meal allowance pursuant to subsections A.1 and A.3 of this section;
2. Maximum boarding costs for pets pursuant to subsection A.2 of this section;
3. Dislocation allowance pursuant to subsections B.1 and F of this section;
4. Fixed payments for moving and storage pursuant to subsection B.2 of this section. (Ord. 7456-NS § 2, 2016; Ord. 7212-NS § 1 (part), 2011)

13.84.080 City's involvement in relocation payments.

The City may provide payment required by Section 13.84.070 to tenant households in situations where the owner fails or refuses to pay for required relocation costs. The City shall recover from the owner all costs incurred as a result of making such payments. In order for the City to consider such payments, a request must be made by the tenant household to the City Manager or their designee within twenty (20) days from the owner's failure or refusal to make the required payments as required in Sections 13.84.050.F and 13.84.060.G.

A. Upon receipt of a request from a tenant household the City shall mail a written notice to the owner of the owner's obligation under this chapter to provide relocation assistance and payment and the time when payment is required. The notice shall also specify that failure to make required payments may result in the City making such payments and recovering the costs of doing so from the owner through a special assessment lien on the owner's property that shall include an administrative lien fee.

B. If within ten (10) days of the receipt of the notice provided pursuant to subsection A of this section the owner continues to fail or refuse to make the necessary payments, the City may make the required relocation payment to the household. The City shall then bill the owner for the amount of payment, plus any administrative and other costs it would not have otherwise incurred. If the owner does not pay the City within a thirty (30) day period, the City may recover the costs as a special assessment lien on the owner's property along with an administrative lien fee in accordance with Chapter 1.24. The City Manager or their designee shall notify the owner. (Ord. 7212-NS § 1 (part), 2011)

13.84.090 Move-back option.

A. The relocation of a tenant household pursuant to this chapter shall not terminate the tenancy of the relocated household. The relocated household shall have the right to reoccupy the unit or room from which it was relocated as soon as the unit or room is ready for reoccupancy, and the tenant household shall retain all rights of tenancy that existed prior to the displacement.

- B. If a household wishes to avail itself of this option, it must inform the owner of its current address during the period of relocation.
- C. For tenant households displaced for thirty (30) consecutive days or more, owners shall notify the tenant household at least thirty (30) days in advance of the availability of the unit or room. Within ten (10) days of receipt of the notice of availability, a tenant household must notify the owner if it wishes to reoccupy the unit or room. The owner must hold the unit or room vacant at no cost to the tenant household for thirty (30) days from the date the tenant household's written notice of its intent to reoccupy the unit or room is received.
- D. For households displaced for twenty-nine (29) consecutive days or less and receiving a per diem payment, owners shall notify the household at least one day in advance of the availability of the unit or room. The household shall be entitled to receive a per diem payment for up to twenty-four (24) hours after receiving such notice that the unit or room is ready for occupancy. Within ten (10) days of receipt of the notice of availability from the owner, the household must notify the owner of its intent to reoccupy the unit or room.
- E. A unit or room shall be deemed to be permanently surrendered and the tenancy terminated when the tenant household provides notice in writing to the owner that it does not intend to reoccupy the unit or room from which it was relocated or does not notify the owner of its intent to reoccupy the unit or room. If the owner has not made relocation payments as required by this chapter and the unit or room becomes permanently vacated, then it shall be presumed that the surrender of the right of possession of the unit or room was involuntary unless the owner has received a written notice from the tenant household permanently surrendering its right to their unit or room. (Ord. 7212-NS § 1 (part), 2011)

13.84.100 Conflict resolution and appeal procedures for voluntary code compliance.

- A. Appeals under this chapter related to voluntary code compliance shall be filed as set forth below. Appeal procedures related to code enforcement activity are addressed in Section 13.84.050.
1. If the tenant household disputes the owner's determination of the necessity for relocation, or either party disputes the amount of relocation payments or other terms of the relocation, the City may refer the parties to a conflict resolution or mediation service provided through the Rent Stabilization Board or any other appropriate entity upon request by both parties for such referral in lieu of an appeal to the Building Official per subsection A.3 of this section. The purpose of such referral shall be the negotiation of a mutually acceptable agreement pertaining to the terms of the relocation. If no agreement is reached, then either party may follow the appeals procedure as set forth in this section. Nothing in this chapter shall preclude the parties from meeting on their own at any time, with or without a mediator, in an attempt to resolve their disagreements.
 2. If the owner disagrees with the tenant household's claim for relocation payments, and such disagreement cannot be resolved through conflict resolution or mediation, then the owner may file a written request for a hearing by the Housing Advisory Commission as to the amount of the claim, or their responsibility for relocation assistance pursuant to this chapter. Such request must be filed within five business days of the conclusion of mediation or within ten (10) days of the owner's receipt of the tenant

household's claim of relocation payments as set forth in Section 13.84.050.E or 13.84.060.F, whichever comes later.

3. If the tenant household disagrees with the owner as to the necessity to relocate, and such disagreement cannot be resolved through conflict resolution or mediation, the tenant household may request in writing that the Building Official make a determination. Such request must be filed within five business days of the conclusion of mediation, or within ten (10) days of the tenant household's receipt of the relocation notice in Section 13.84.060.C, whichever comes later. The Building Official shall determine whether relocation is necessary and the owner shall serve all affected tenant households with a copy of the Building Official's determination. This decision shall be final.

B. All hearings conducted before the Housing Advisory Commission shall be scheduled for the next available meeting unless a postponement is agreed upon by all parties. The Commission may convene a special meeting if delay of a hearing until the next regularly scheduled meeting would create a hardship. The owner and all affected tenant households shall be notified of the time and place of the hearing at least ten (10) days before the date of hearing. The Commission shall render its decision on any such appeal within ten (10) days after the hearing on the appeal is closed. The Commission's decision shall be final.

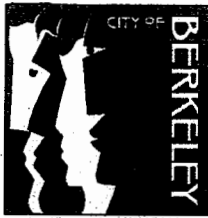
C. Nothing in this chapter shall in any way preclude or limit any aggrieved party from seeking judicial review after such person has exhausted the administrative remedies provided by this chapter. However, it shall be conclusively presumed that a litigant has not exhausted their administrative remedies as to any issue which is not raised in the administrative proceedings authorized herein. (Ord. 7212-NS § 1 (part), 2011)

13.84.110 Private right of action.

Any tenant that believes that the provisions of this chapter have been violated shall have the right to file an action for injunctive relief and/or damages. Treble damages may be awarded for willful failure to comply with the payment obligations established by this chapter and for actual damages incurred by a household as a result of the owner's willful failure to offer the relocated household the opportunity to reoccupy the unit from which it relocated. In any action brought under this chapter, the court may award reasonable attorney fees to any prevailing party. (Ord. 7212-NS § 1 (part), 2011)

13.84.120 Severability.

If any provision of this chapter is held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, the remaining provisions of the chapter shall not be invalidated. (Ord. 7212-NS § 1 (part), 2011)



Health, Housing & Community
Services Department

REQUEST FOR RELOCATION PAYMENT:

For Temporary Relocations That Are 29 Days or Less

Head of Household: _____ Date: _____

Unit Address: _____ Total Number Occupants: _____

A. Names for Additional Household Members:

- 1. _____ 3. _____
- 2. _____ 4. _____

B. Number of pets authorized by Landlord (per written agreement): _____

Type of pets: _____

RELOCATION PAYMENT CALCULATION

[Number of days: _____] x [Per diem:\$ _____] = Relocation Payment: \$ _____

Please note:

- If period of relocation is 10 days or less, Tenant Household is due this full amount.
- If period of relocation is more than 10 days, Owner may either provide full amount, or provide an initial payment for the amount of the per diem for 10 days, with the balance to be paid upon household providing documentation of hotel costs incurred.

Per Diem Rates

Household size	Amount	Household size	Amount
One person	\$120 per day	Three Person	\$166 per day
Two Person	\$135 per day	For each additional person, add \$15/day.	

Boarding Costs for Pets:

You may qualify for reimbursement for boarding costs for pets included in Part B above, primarily cats or dogs, if you are unable to keep them with you in your temporary housing. The ordinance sets a ceiling of \$20 per day for a cat, and \$50 per day for a dog, and you must provide receipts before receiving payment from the property owner. [Refer to BMC 13.84.070 (A) (2).]

Will you be requesting payment for boarding costs for pets?

Not applicable Yes: estimated amount to be requested: \$ _____

City of Berkeley
REQUEST FOR RELOCATION PAYMENT FROM PROPERTY OWNER
For Temporary Relocations Lasting 30 Days or Longer

Tenant Name: _____ Date: _____
 Unit Address: _____ Bedroom Size: _____
 Estimated date of Move-Out: _____ Estimated period of relocation: _____

INITIAL RELOCATION PAYMENT CALCULATION

Relocation Payment	Calculation	Amount
1. Dislocation Allowance (fixed payment)	\$400	\$400
2. Moving Costs , if applicable: Either the fixed payment of \$300, or reimbursement of actual costs. If requesting reimbursement, include estimate from a licensed moving company (and not to exceed rates set by Federal Highway Administration).	Include either: <input type="checkbox"/> Fixed payment: \$ 300 OR: <input type="checkbox"/> Estimate of actual cost \$ _____	\$ _____
3. Storage Costs , if applicable: Either the fixed payment of \$200 without receipts, or reimbursement of actual expenses with receipts. If requesting reimbursement, include estimate of cost provided by storage facility.	Include either: \$0 if not applicable or: <input type="checkbox"/> Fixed payment: \$ 200 OR: <input type="checkbox"/> Actual cost per month: \$ _____	\$ _____
4. Rent Differential Payment: If the monthly rent for your replacement housing is higher than your current rent, then you qualify for a rent differential payment that covers the difference, up to a ceiling based on the Rent Ceiling chart below for the bedroom size of your unit. <i>To calculate the payment, take the lesser of the rent for your replacement housing and the maximum rent from the chart below based on the bedroom size of your unit, and subtract your current rent. This amount will be your monthly rent differential payment.</i>	(A) Current rent: \$ _____ (B) New rent: \$ _____ (C) Maximum rent (from table below): \$ _____ Monthly Rent Differential Payment: \$ _____ Note: If period of relocation exceeds 90 days, the initial rent differential payment is for the first 90 days: monthly amount x 3 = \$ _____	\$ _____

Maximum Rent Levels for Replacement Units for 2021-2022

Studio: \$1,911	1 BR: \$2,183	2 BR: \$3,065	3 BR: \$3,946
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INITIAL RELOCATION PAYMENT: [Includes: 1) Dislocation Allowance, 2) Moving Costs, 3) fixed payment or one month storage cost, 4) Rent Differential for first month or for initial 90 days.]	\$ _____
Tenant's Signature: _____ Date: _____	
Contact Information: Phone: _____ Email: _____	
Mailing Address: _____	

ARTICLE 2

TENANT HABITABILITY PROGRAM

(Added by Ord. No. 176,544, Eff. 5/2/05.)

Section

- 152.00 Title.
- 152.01 Declaration of Purpose.
- 152.02 Definitions.
- 152.03 Procedure for Undertaking Primary Renovation Work.
- 152.04 Notice and Service Requirements.
- 152.05 Permanent Relocation Assistance.
- 152.06 Temporary Relocation and Temporary Replacement Housing.
- 152.07 Remedies.
- 152.08 Authority of Commission to Regulate.

SEC. 152.00. TITLE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

This article shall be known as the Tenant Habitability Program.

SEC. 152.01. DECLARATION OF PURPOSE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

In its adoption of Section 151.00*et seq.* of this Code, the City recognized that displacement from rental housing creates hardships on renters who are senior citizens, persons on fixed incomes and low and moderate income households, particularly when there is a shortage of decent, safe and sanitary housing at affordable rent levels in the City. The City has also declared, in its adoption of Section 161.101*et seq.* of this Code, that it is in the public interest of the people of Los Angeles to protect and promote the existence of sound and wholesome residential buildings, dwelling units and neighborhoods by the adoption and enforcement of such standards, regulations and procedures as will remedy the existence or prevent the development or creation of dangerous, substandard, or unsanitary and deficient residential buildings and dwelling units.

The primary renovation program has been established to encourage landlords to extend the useful life of the rental housing stock in Los Angeles by reinvesting in the infrastructure of their properties. Through rent adjustments authorized by this chapter, landlords are able to recover a substantial portion of these renovation costs. However, Primary Renovation Work involves the replacement or substantial modification of major building systems or the abatement of hazardous materials and, by its very nature, such work generally makes rental units untenable, as defined by California Civil Code Section 1941.1, on a temporary basis.

This article is adopted to facilitate landlord investment in Primary Renovation Work without subjecting tenants to either untenable housing conditions during such renovation work or forced permanent displacement. The tenant habitability program requires landlords to mitigate such temporary untenable conditions, either through actions to ensure that tenants can safely remain in place during construction or through the temporary relocation of tenants to alternative housing accommodations. These two options should not be regarded as mutually exclusive but rather as complementary approaches that might be appropriate to different stages of the renovation process.

SEC. 152.02. DEFINITIONS.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

The following words and phrases, whenever used in this article, shall be construed as defined in this section. Words and phrases not defined here shall be construed as defined in Sections 12.03, 151.02 and 162.02 of this Code, if defined in those sections.

Notice of Primary Renovation Work. Written notice, served by the landlord upon a tenant or tenant household at least 60 days, or as otherwise modified pursuant to Section 152.04, prior to the commencement of any Primary Renovation Work or Related Work and using a form established by the Department, advising the tenant of forthcoming Primary Renovation Work and Related Work, the impact of such work on the tenant, and measures the landlord will take to mitigate the impact on the tenant. (Amended by Ord. No. 183,893, Eff. 11/22/15.)

Temporary Relocation. The moving of a tenant from the tenant's permanent residence to habitable temporary housing accommodations in accordance with a Tenant Habitability Plan. The temporary relocation of a tenant from his/her permanent place of residence shall not constitute the voluntary vacation of the unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the same unit, upon the completion of the Primary Renovation Work and any Related Work, subject to any rent adjustments as may be authorized under this chapter.

SEC. 152.03. PROCEDURE FOR UNDERTAKING PRIMARY RENOVATION WORK.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

A. Building Permits.

1. No landlord shall undertake Primary Renovation Work without first obtaining a permit, pursuant to Sections 91.106, 92.0129, 92.0132, 93.0201, 94.103, or 95.112.2 of this Code. This requirement applies to all Primary Renovation Work, regardless of whether such work is eligible for a rent adjustment under any of the provisions of Section 151.07 A.1. of this Code and regardless of which provision of that subdivision, if any, is intended to be used as a ground for seeking a rent adjustment following the completion of the work.

2. The Department shall clear a landlord's application for a permit for Primary Renovation Work if both of the following conditions have been met:

a. The landlord has submitted a Tenant Habitability Plan which, in accordance with Subsection C. of this section, the Department finds to adequately mitigate the impact of Primary Renovation Work and any Related Work upon affected tenants; and

b. The landlord has submitted a declaration documenting service to affected tenants of both a Notice of Primary Renovation Work and a copy of the non-confidential portions of the Tenant Habitability Plan.

B. Tenant Habitability Plan. At a minimum, a Tenant Habitability Plan shall provide the following information, together with any other information the Department deems necessary to ensure that the impact of Primary Renovation Work and any Related Work upon affected tenants is adequately mitigated:

1. Identification of the landlord, the general contractor responsible for the Primary Renovation Work, and any specialized contractor responsible for hazardous material abatement, including but not limited to

lead-based paint and asbestos.

2. Identification of all affected tenants including the current rent each tenant pays and the date of each tenant's last rent increase. In accordance with California Civil Code Sec. 1798 *et seq.*, information regarding tenants shall be considered confidential.
3. Description of the scope of work covering the Primary Renovation Work and any Related Work. Such description shall address the overall work to be undertaken on all affected units and common areas, the specific work to be undertaken on each affected unit, an estimate of the total project cost and time, and an estimate of the cost and time of renovation for each affected unit.
4. Identification of the impact of the Primary Renovation Work and Related Work on the habitability of affected rental units, including a discussion of impact severity and duration with regard to noise, utility interruption, exposure to hazardous materials, interruption of fire safety systems, inaccessibility of all or portions of each affected rental unit, and disruption of other tenant services.
5. Identification of the mitigation measures that will be adopted to ensure that tenants are not required to occupy an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, and are not exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos. Such measures may include the adoption of work procedures that allow a tenant to remain on-site and/or the temporary relocation of tenants.
6. Identification of the impact of the Primary Renovation Work and Related Work on the personal property of affected tenants, including work areas which must be cleared of furnishings and other tenant property, and the exposure of tenant property to theft or damage from hazards related to work or storage.
7. Identification of the mitigation measures that will be adopted to secure and protect tenant property from reasonably foreseeable damage or loss.

C. Plan Acceptance.

1. The Department shall make a determination regarding the adequacy of a landlord's Tenant Habitability Plan within five working days of the Department's receipt of the plan for review. The Department shall accept those plans which meet the requirements of Subsection B. of this section and which it determines, with reference to the standards set forth in California Civil Code Section 1941.1 and in accordance with any regulations or guidelines adopted by the Commission, will adequately mitigate the impacts of Primary Renovation Work and any Related Work upon tenants. The Tenant Habitability Plan may allow for the temporary disruption of major systems during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, without requiring the relocation of tenants in order to adequately mitigate the impacts upon the affected tenants. However tenants should not be exposed at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.
2. The Department's acceptance of a Tenant Habitability Plan shall be subject to the landlord having no outstanding balances due for rent registration or code enforcement fees.
3. The Department shall provide landlords with written indications of deficiencies which must be addressed whenever a Tenant Habitability Plan is determined to be inadequate. A landlord may submit an amended plan in order to correct identified deficiencies.
4. Landlords and tenants may appeal the Department's determination regarding a Tenant Habitability Plan to a hearing officer. The appeal shall be made in writing, upon appropriate forms provided by the Department, and shall specify the grounds for appeal. The appeal shall be filed within 15 calendar days of the service of the Department's determination, as required by Section 152.04 of this Code and shall be

accompanied by the payment of an administrative fee of \$35.00. The requested hearing shall be held within 30 calendar days of the filing of the appeal following the procedures set forth in Section 151.07 A.3. of this Code. The hearing officer shall issue a written decision within ten calendar days of the hearing on the appeal, with a copy of the decision served on the landlord and the tenants by first class mail, postage prepaid, or in person.

D. Notice of Primary Renovation Work. Notice of Primary Renovation Work shall be written in the language in which the original lease was negotiated and shall provide the following information:

1. The estimated start and completion dates of any Primary Renovation Work and Related Work associated with a Tenant Habitability Plan accepted by the Department.
2. A description of the Primary Renovation Work and Related Work to be performed and how it will impact that particular tenant or household.
3. The details of temporary relocation, if necessitated by the Primary Renovation Work, and associated tenant rights under this article.
4. Instructions that tenants with questions should consult the landlord, the Department, or the Department's designee.
5. Notice of a tenant's right to reoccupy the units under the existing terms of tenancy upon completion of Primary Renovation Work, subject to rent adjustments as authorized under this chapter.
6. Notice that the tenant may appeal the Department's acceptance of a Tenant Habitability Plan in cases where the tenant does not agree with the landlord regarding the necessity for the tenant to either be temporarily displaced or remain in place during Primary Renovation Work, provided such request is submitted within 15 days of the tenant's receipt of the Notice of Primary Renovation Work.

SEC. 152.04. NOTICE AND SERVICE REQUIREMENTS.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

After the Department accepts the Tenant Habitability Plan, a landlord shall serve a copy of the Tenant Habitability Plan, Notice of Primary Renovation Work, a summary of the provisions of this article and, if applicable, a permanent relocation agreement form on any tenant affected by the Primary Renovation Work. Service of these items shall be provided in the manner prescribed by Section 1162 of the California Code of Civil Procedure and at least 60 days prior to the date on which the Primary Renovation Work and any Related Work is scheduled to begin.

For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to modify the service and notice requirements. **(Added by Ord. No. 183,893, Eff. 11/22/15.)**

SEC. 152.05. PERMANENT RELOCATION ASSISTANCE.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

A. If the Primary Renovation Work and any Related Work will impact the tenantability of a rental unit for 30 days or more, any tenant affected by the Primary Renovation Work and Related Work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance pursuant to Section 151.09 G. of this Code and the return of any security deposit that cannot be retained by the landlord under applicable law. If the Primary Renovation Work and Related Work continues for 30 days longer than the projected completion

date set forth in the later of either the Tenant Habitability Plan or any modifications thereto accepted by the Department, the tenant's option to accept permanent relocation assistance shall be renewed. **(Amended by Ord. No. 183,893, Eff. 11/22/15.)**

B. A tenant may request to receive permanent relocation assistance within 15 days of service of the Tenant Habitability Plan. The tenant must inform the landlord of the decision to select permanent relocation by mailing or personally delivering a completed Permanent Relocation Agreement form to the landlord or agents thereof. Thereafter, the landlord shall have 15 days to provide the tenant with relocation assistance in the manner and for the amounts set forth in Section 151.09 G. of this Code.

C. Nothing in this section relieves the landlord from the obligation to provide relocation assistance pursuant to an administrative agency action or any other provision of federal, state or local law. If a tenant is entitled to monetary relocation benefits pursuant thereto, such monetary benefits shall operate as credit against any other monetary benefits required to be paid to the tenant under this section.

D. For purposes of the Mandatory Earthquake Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, and as authorized by Section 152.08 of this article, the Commission shall have the authority by regulation to extend the time provisions by up to the maximum of an additional 180 days. **(Amended by Ord. No. 183,893, Eff. 11/22/15.)**

SEC. 152.06. TEMPORARY RELOCATION AND TEMPORARY REPLACEMENT HOUSING. **(Added by Ord. No. 176,544, Eff. 5/2/05.)**

A. The landlord shall indicate in its Tenant Habitability Plan whether the temporary relocation of one or more tenant households is necessary. Pursuant to Section 152.03 of this Code, the Department independently may determine whether temporary relocation is necessary in conjunction with its review of the Tenant Habitability Plan. The Department may also require the temporary relocation of a tenant at any time during the project if the Department determines temporary relocation is necessary to ensure the health or safety of the tenant.

B. The temporary relocation of a tenant pursuant to this article shall not constitute the voluntary vacating of that rental unit and shall not terminate the status and rights of a tenant, including the right to reoccupy the tenant's rental unit upon the completion of the Primary Renovation Work and any Related Work.

C. A tenant who is temporarily relocated as a result of Primary Renovation Work shall continue to pay rent in the manner prescribed by any lease provision or accepted in the course of business between the landlord and the tenant.

D. A landlord shall pay for all temporary housing accommodation costs and any costs related to relocating the tenant to temporary housing accommodations, regardless of whether those costs exceed rent paid by the tenant. The landlord shall also pay any costs related to returning the tenant to his/her unit, if applicable. The Commission may adopt guidelines or regulations regarding the payment of moving costs.

E. A landlord may choose to place a tenant's rent and any other required payments in an escrow account. All costs of opening and maintaining the escrow account shall be borne by the landlord. Monies deposited into the escrow account shall be distributed in accordance with guidelines or regulations established by the Commission. The cost of opening an escrow account is not recoverable under Section 151.07 A.1.d. of this Code. **(Amended by Ord. No. 177,103, Eff. 12/18/05.)**

F. A landlord must temporarily relocate a tenant to habitable temporary housing accommodations if the Primary Renovation Work and any Related Work will make the rental unit an untenable dwelling, as defined in California Civil Code Section 1941.1, outside of the hours of 8:00 am through 5:00 pm, Monday through Friday, or will expose the tenant at any time to toxic or hazardous materials including, but not limited to, lead-based paint and asbestos.

1. Temporary Replacement Housing Accommodations for 30 or more consecutive days. If the temporary relocation lasts 30 or more consecutive days, the landlord shall make available comparable housing either within the same building or in another building. For purposes of this section, a replacement unit shall be comparable to the existing unit if both units are comparable in size, number of bedrooms, accessibility, proximity to services and institutions upon which the displaced tenant depends, amenities, including allowance for pets, if necessary, and, if the tenant desires, location within five miles of the rental unit. The landlord and tenant may agree that the tenant will occupy a non-comparable replacement unit provided that the tenant is compensated for any reduction in services.

2. Temporary Replacement Housing Accommodations for fewer than 30 consecutive days. If the temporary relocation lasts less than 30 consecutive days, the landlord shall make available temporary housing that, at a minimum, provides habitable replacement accommodations within the same building or rental complex, in a hotel or motel, or in other external rental housing. The Commission may adopt guidelines or regulations regarding temporary housing. If the temporary housing is in a hotel, motel or other external rental housing, it shall be located no greater than two miles from the tenant's rental unit, unless no such accommodation is available, and contain standard amenities such as a telephone.

3. Per Diem Payment. A landlord and tenant may mutually agree to allow the landlord to pay the tenant a per diem amount for each day of temporary relocation in lieu of providing temporary replacement housing. The agreement shall be in writing and signed by the landlord and tenant and shall contain the tenant's acknowledgment that he/she received notice of his/her rights under this section and that the tenant understands his/her rights. The landlord shall provide a copy of this agreement to the Department.

G. The landlord shall provide written notice, before the tenant is temporarily displaced, advising the tenant of the right to reoccupy the unit under the existing terms of tenancy once the Primary Renovation Work and any Related Work is completed. Unless the landlord provides the temporary replacement housing, the tenant shall provide the landlord with the address to be used for future notifications by the landlord. When the date on which the unit will be available for reoccupancy is known, or as soon as possible thereafter, the landlord shall provide written notice to the tenant by personal delivery, or registered or certified mail, and shall provide a copy of that notice to the Department. If the tenant was temporarily relocated for over 30 days and has a separate tenancy agreement with a third party housing provider, the landlord shall give the tenant a minimum of 30 days written notice to reoccupy. In all other cases, the landlord shall give the tenant a minimum of seven days written notice to reoccupy, unless the landlord gave the tenant written notice of the date of reoccupancy prior to the start of temporary relocation.

SEC. 152.07. REMEDIES.

(Added by Ord. No. 176,544, Eff. 5/2/05.)

A. A landlord who fails to abide by the terms of an accepted Tenant Habitability Plan shall be denied individual rent adjustments under Section 151.07 A.1.(d) of this Code, absent extenuating circumstances.

B. In any action by a landlord to recover possession of a rental unit, the tenant may raise as an affirmative defense the failure of the landlord to comply with any provisions contained in this article.

C. Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact in any plan or notice required under this article, or in any declaration, application, hearing or appeal permitted under this article, including oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

Any person convicted of a misdemeanor under the provisions of this chapter shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six months or both.

Each violation of any provision of this chapter and each day during which such violation is committed, or continues, shall constitute a separate offense.

D. Any person who fails to provide relocation assistance pursuant to Section 152.05 of this Code shall be liable in a civil action to the person to whom such assistance is due for damages in the amount of the unpaid relocation assistance, together with reasonable attorney's fees and costs as determined by the court.

E. Any person who breaches any duty or obligation set forth in Section 152.06 of this Code shall be liable in a civil action by any person, organization or entity, for all actual damages, special damages in an amount not to exceed the greater of twice the amount of actual damages or \$5,000, and reasonable attorney's fees and costs as determined by the court. Damages of three times the amount of the actual damages may be awarded in a civil action for willful failure to comply with the payment obligations, to provide safe, decent and sanitary temporary replacement housing, or to allow a tenant to reoccupy a rental unit once the primary work is completed.

F. Any agreement, whether written or oral, waiving any of the provisions contained in this article shall be void as contrary to public policy.

G. Nothing in this article shall be construed to deprive a person of due process rights guaranteed by law, including, but not limited to, a right to appeal the Department's determination regarding a Tenant Habitability Plan to a hearing officer.

H. The remedies provided by this article are in addition to any other legal or equitable remedies and are not intended to be exclusive.

SEC. 152.08. AUTHORITY OF COMMISSION TO REGULATE.

(Amended by Ord. No. 183,893, Eff. 11/22/15.)

A. The Commission shall be responsible for carrying out the provisions of this article and shall have the authority to issue orders and promulgate policies, rules and regulations to effectuate the purposes of this article. All such rules and regulations shall be published once in a daily newspaper of general circulation in the City of Los Angeles, and shall take effect upon such publication. The Commission may make such studies and investigations, conduct such hearings, and obtain such information as it deems necessary to promulgate, administer and enforce any regulation, rule or order adopted pursuant to this article.

B. In order to provide sufficient time for owners to comply with the Mandatory Earthquake Hazard Reduction requirements in LAMC Sections 91.9301, *et seq.*, and 91.9501, *et seq.*, the Commission may do the following:

1. Modify the service and notice requirements set forth in Section 152.04 this article; and/or

2. Grant, upon request by owner, an extension of up to 180 days beyond the original project completion date without triggering the permanent relocation assistance requirements set forth at Section 151.09 G. of this Code. Prior to granting an owner's request to extend project completion dates, the Commission shall notify the Department of Building and Safety of the request. If work performed pursuant to Mandatory Earthquake Hazard Reduction Requirements is not completed by the original project completion date or by a subsequent date authorized by RAC, any tenant, subtenant, lessee, sublessee, or other person(s) entitled to use and/or occupy the building or residential unit affected by such work shall have the option to voluntarily terminate the tenancy in exchange for permanent relocation assistance, pursuant to Section 151.09 G., and the return of any security deposit that cannot be retained by the owner under applicable law.

C. Before modifying service and notice requirements and/or granting time extensions under its authority in subparagraph B. of this section, the Commission shall find that the modifications and/or time extensions are necessary to carry out the purpose of the Mandatory Earthquake Hazard Reduction requirements of this Code.



Primary Renovation Application Questionnaire

1. Is construction work involving repairing or replacing major building systems? Yes No
2. Was the work done to comply with an order issued by the Department of Building & Safety or, the LA Housing & Community Investment Department? Yes No
3. Does this project improve the property by: increasing its useful life, or adding value? Yes No

And

Involves either one or both of the following:

- a) Replacement or substantial modification of a structural, electrical, plumbing, or mechanical system (that requires a permit under LAMC) Yes No
- b) Abatement of hazardous materials, such as lead-based paint and asbestos? Yes No

4. Did a licensed contractor(s) perform the work? Yes No
5. Does the work involved require a permit? Yes No
6. Was the Tenant Habitability Plan (THP) approved prior to start of work? Yes No
(If you do not have an approved THP on file, please submit Capital Improvement on-line application.)
7. Did you wait 60 days to start the work after THP approval? Yes No
(If not, please submit Capital Improvement on-line application.)
8. Have you submitted a Primary Renovation (PR) application within the last 5 years? Yes No
(PR Cost Recovery application submission is limited to every 5 years per APN.)

9. PR rent increase is permanent and implemented in two phases. In most cases, a PR proposed rent increase is lower than a Capital Improvement proposed rent increase based on the same amount of per unit cost.

I have read it.

10. Do you want to apply for PR? Yes No

For more information please call (213) 928-9063.

CONTINUE