

BERKELEY RENTAL NEWS

Newsletter of the Berkeley Rent Stabilization Board

Renewing or Terminating a Lease or Rental Agreement

Renewing a Lease

When a lease term expires, the lease automatically converts to a month-to-month rental agreement unless the landlord and tenant sign another lease or the tenant gives a 30-day notice of termination. If no action is taken, the tenancy continues as it had before; the terms of the original lease still apply, except that the agreement now can be terminated by the tenant with 30 days' notice or by the landlord for "good cause." A tenancy is not terminated by the expiration of a lease.

A tenant who plans to move out at the end of the lease term should inform her/his landlord in writing at least 30 days prior to the planned move-out date. Otherwise, a landlord can assume the tenancy will continue.

A landlord may require a tenant to renew a lease, i.e., sign another fixed-term lease, as long as it is substantially the same as the old lease. A tenant may not be required to sign a lease that changes the conditions under which s/he first rented the unit, nor can s/he be required to sign a new lease after the previous lease has expired and the tenancy has converted to a month-to-month.

Breaking a lease

A tenant who breaks a fixed-term lease will be responsible for the rent for the remainder of the term unless a replacement tenant is found. If the lease allows subletting, then the tenant must find a subtenant; if subletting is forbidden, the landlord is obligated to mitigate damages by trying to re-rent the unit as soon as possible once the tenant vacates. (Civil Code section 1951.2). The tenant is still responsible for rent until the landlord is able to re-rent the unit. Therefore, we recommend that the tenant assist the landlord in trying to re-rent the apartment to lessen her/his chances of having to continue to pay rent after moving out.

Replacing a Roommate

When a group rents an apartment, and some of them leave, the remaining tenants are allowed to replace their outgoing roommates. A tenant moving out should give 30 days' notice to her/his roommates and to the landlord. The roommates should try to find a responsible replacement, and provide the vital information about this person to the landlord, who may request an interview. A landlord can only reject a replacement if s/he has reasonable grounds, e.g., the person has bad credit.

What a lease should include:

- Landlord's name address, and phone number
- Tenant's name
- Amount of rent, when it's due, to whom, how and where it is to be paid
- Amount of security deposit
- Whether pets are allowed
- The number of occupants allowed
- Whether attorney's fees can be collected from the losing party in the event of a lawsuit between landlord and tenant
- Who pays utilities, including: gas, electric, water, sewer, garbage
- Whether parking is included in the rent
- Who is responsible for taking care of the yard
- Any promises by the landlord to make repairs, including the date by which the repairs will be completed
- Whether subletting is permitted.

Any special arrangements a landlord has with a tenant should be put in writing to prevent future disputes about the various responsibilities or entitlements of the parties.

Is it enforceable?

Leases sometimes contain provisions that are not legally enforceable because they conflict with local laws. For example, if your lease requires you to vacate your unit at the expiration of the lease term, that provision cannot be enforced because local laws give you the right to stay. If you think your lease contains provisions that may not be enforceable, contact the Rent Board.

Returning Security Deposits

We recommend that tenants moving out clean thoroughly and document the condition of their apartment by taking photos or videos.

Landlords must return security deposits, along with an itemized statement of deductions (if any) within 21 days of the landlord recovering possession of the apartment. However, a landlord is not obligated to return any of the deposit until the unit is returned empty. Thus, a landlord is not required to return any of the deposit to a vacating member of a group of tenants, if one or more members of the group remain in the unit. In this situation, a vacating tenant should collect a deposit from the tenant who replaces him/her.



La Oficina De Control De Rentas

Si usted gusta esta informacion en espanol, favor de llamar y preguntar por Sandra Pardo (510) 644-6128 ext. 122, o Carlos Rios 644-6128 ext. 121.

Security Deposits, cont'd

At a tenant's request, the Rent Board will videotape for free an apartment to document its condition and, at a landlord's request, we will videotape vacant units. Videotapes may be used as evidence in a hearing to determine the appropriate distribution of a security deposit or to request rent ceiling adjustments for code or habitability violations. We recommend that you document the condition of your apartment when you move in, as well as when you move out.



Repair and Deduct

The Repair and Deduct Self-Help Project helps tenants learn how to get repairs made to their apartment.

State law requires landlords to keep their units habitable by providing the following:

- Effective weatherproofing of roof and exterior walls, including unbroken windows and doors
- Plumbing, electricity, and gas facilities in good working order
- Hot and cold running water and sewage disposal
- Working toilet, sink and bath or shower in a ventilated room
- Adequate, safe heating facilities
- Electrical lighting, wiring and equipment in good working order and working outlets in every room
- Floors, stairways and railings maintained in good repair
- Adequate number of garbage containers
- Building and grounds free of rubbish, garbage, rodents and other pests
- Deadbolts on exterior doors
- One useable phone jack and working wiring.

If one or more of the above is not being provided, here are the steps you may take:

Write your landlord a letter describing specifically the problems you are having and state that the repairs must be made within a reasonable time (30 days is probably reasonable) or you will have them made and deduct the cost from your rent. Keep a copy of the letter for yourself.

If you have a problem that cannot wait 30 days, for example, your toilet doesn't work at all or you have flooding, you should call your landlord immediately and give him 24 hours to make the repairs (the law does not specify a time frame, but the greater the emergency, the shorter the time required).

If the repairs aren't made within a reasonable time, make them yourself or have them made. When you pay rent, deduct the cost of the repairs. Include copies of your receipts. **The repair and deduct remedy may only be used twice in a twelve month period, and the cost may not exceed one month's rent.** (Civil Code section 1942.)

Take photos or videotape the problem before and after you fix it. These are for your records but may come in handy if the landlord challenges your deduction.

For more info, contact the **Repair and Deduct Self-Help Hotline at (800) 806-8111.**

Got Mold?

Molds are everywhere, and they reproduce by releasing "spores" into the air. Mold can be found indoors wherever there is moisture and a food source (most interior building components can become a food source when wet). They increase exponentially if the moisture source is not removed.

Indoor mold can be removed from an affected surface with bleach, but if it has spread beyond the surface to an area that is inaccessible, it will return. Likewise, if the moisture source is not eliminated, the mold will return. Recurrent molds are harder to eliminate than they were in the original occurrence.

Although the health effects vary among individuals, molds can irritate the respiratory system.

Some tips for reducing indoor molds include:

1. Fix all sources of leaks as soon as possible.
2. Keep your home well ventilated, paying particular attention to the bathroom and the basement, if there is one.
3. Don't place carpet in damp areas.
4. Keep the shower floor and areas around sinks, garbage cans and refrigerators clean.

The presence of mold in a unit does not constitute a code violation. Nonetheless, where the mold results from an uncorrected code or habitability violation, e.g., a roof, window or plumbing leak, a rent ceiling reduction may be warranted.

Rent Stabilization Board

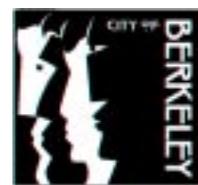
2125 Milvia Street, Berkeley, CA 94704
 (510) 644-6128 phone (510) 644-7723 fax
 E-mail: rent@ci.berkeley.ca.us
 Website: <http://www.ci.berkeley.ca.us/rent>

Office Hours: M, Tu, Th, Fr 9:00 a.m. - 4:45 p.m.
 Wed. 12:00 noon - 4:45 p.m.

Other Important Phone Numbers

City Of Berkeley:

Fire Prevention 981-5585
 Garbage Collection 981-6350
 Health Department 644-6510
 Housing Inspections 981-5444
 Relocation Program 981-5413



Other:

ASUC Renters Legal Assistance	642-1755
Berkeley Dispute Resolution Service	428-1811
Berkeley Black Property Owners Association.	595-3304
Berkeley Property Owners Association.....	525-3666
Community Legal Aid Society	451-9261
Dept. of Fair Employment and Housing.....	800-884-2684
Dept. of Consumer Affairs.....	800-344-9940
East Bay Community Law Center	548-4040
East Bay Municipal Utility District.....	232-5051
Eviction Defense Center.....	452-4541
Housing Rights, Inc.....	548-8776
Lawyer Referral Service.....	893-8683
Lawyers in the Library	
Claremont.....	981-6280
North Berkeley	981-6250
South Berkeley	981-6260
West Berkeley.....	981-6270
Legal Assistance for Seniors	832-3040
Property Records	981-7300
Sentinel Fair Housing.....	836-2687
Small Claims Information.....	644-6303