

# BERKELEY RENTAL NEWS

Newsletter of the Berkeley Rent Stabilization Board

## What Happens at the End of a Lease?

### Lease Expiration

In Berkeley, when a lease expires, tenants do not automatically have to vacate their apartment. In fact, if they do plan to vacate, they must give a 30-day notice to their landlord, unless their lease specifies otherwise, or they can be held responsible for rent even beyond the date they move out. If the tenants give no notice, even though the lease term has expired, the tenancy continues on a month-to-month basis until the tenants terminate it or until they are evicted for cause.

### Renewing a Lease

If a lease is about to expire, a landlord has the right to have tenants renew the lease for a similar fixed term; tenants who refuse to sign a lease that is substantially the same as the old can be evicted. If, however, the tenants are not approached to sign a new lease until after the old lease expires, they do not have to sign a new lease and they now have a month-to-month rental agreement.

### When One Person in a Group Moves Out

Tenants have the right to replace outgoing roommates. For example, if, at the beginning of a tenancy, four people resided in a unit with the landlord's knowledge and permission, and one moves out, the remaining tenants have the right to maintain the occupancy rate at four. They should supply the owner/landlord with the proposed new tenant information, as if that tenant were applying herself, and then the landlord may not unreasonably deny the replacement.

If the person moving out is the last original tenant of the group, then the landlord has the right to set a new initial rent for the remaining tenants. The landlord may increase the rent with proper notice (30 days, or 60 days if the increase is above 10%), but the landlord must give notice of the increase after s/he has received the original tenant's 30-day move-out notice but before the next rent is paid; or, if the landlord and tenants agree in writing, the rent increase can be delayed for up to six months. If the landlord does not receive written notice that the original tenant is moving, the landlord should issue the appropriate rent increase notice as soon as s/he discovers that person has moved.

The departing tenant should recoup his/her deposit from the replacement roommate or the remaining tenants if there is no replacement. The landlord does not have to return any individual's deposit until the unit is returned to him/her completely vacant.

### New Move-Out Law

#### Walk-through Inspection (CA Civil Code 1950.5)

- Once either party has given a termination notice, the landlord must notify the tenant of his or her right to request and be present at a walk-through inspection.
- The purpose of the walk-through is for the landlord to identify, in person and in writing, deficiencies for which s/he may make deductions from the tenant's deposit if not remedied before the tenant moves out.
- If an inspection is requested, it should be scheduled at a mutually agreeable time, no earlier than 2 weeks prior to the tenancy's termination.
- Once a proposed date is chosen, the landlord must give at least 48 hours prior written notice of the date and time of the inspection. The 48 hours prior notice must be given if the time is mutually agreed upon, or if no mutually agreeable time can be found but the tenant still wants an inspection; it may be disregarded if both parties sign a written waiver.
- Unless the tenant previously withdrew her/his request, the landlord must proceed with the inspection whether or not the tenant is present.
- Based on the inspection, the landlord must give the tenant, if present, or leave in the unit, an itemized statement specifying repairs or cleaning that are proposed to be the basis of any deductions from the security deposit. The statement must include the text of subdivisions (d) and (b) (1)- (4) of Civil Code Section 1950.5. The tenant then has the opportunity during the period from the initial inspection until the termination of the tenancy to remedy the identified deficiencies.
- A landlord may use the deposit for any itemized deficiencies that the tenant did not cure, as long as those deductions are authorized under the Civil Code, and for any such deficiency that occurs between the inspection and the termination of the tenancy or that was not identified during the inspection because of the presence of a tenant's possessions.

### Return of the Security Deposit

Once a tenant vacates his or her unit, the landlord has 21 days to return the deposit, along with an itemized list of any deductions made. A tenant wishing to dispute the deductions should write the landlord a letter requesting the amount to which s/he believes s/he is entitled, and if the response is not satisfactory, the tenant may file a small claims court action. A tenant may be awarded statutory damages equal to twice the security deposit if the landlord's retention of all or part of the deposit was in bad faith.



## New "Average Rent" Regulation

If a tenant receives any "free" rent or a rent discount during the term of the lease, or during the first year of the tenancy if there is no lease, the rent ceiling is calculated as the average of the rent paid during that period. For example, if a tenant agrees to rent for \$1000 a month, but gets the first month "free," the rent ceiling is \$916.67. This means that the tenant pays \$1000 per month (excluding the first month) for the first year and \$916.67 per month the following year. Otherwise, the tenant would be paying an extra \$1000 in the second year, an increase of \$83.33 per month.

## What Housing Services Are Included in a Rent Ceiling?

Housing services include heat, laundry access, parking, garbage, water, appliances, furnishings, storage, gardening or other amenities, which are provided by the landlord at no additional charge.

For every new tenancy since 1/1/99, a landlord has been responsible for reporting to the Rent Board what services are included in the rent amount. If, during a tenancy, a service is discontinued or reduced, a tenant or landlord can petition the Rent Board for a rent ceiling reduction based upon a reduction in services.

For tenancies that began prior to 1/1/99, the services included in a particular rent ceiling are those that were provided in 1980, or when the unit was first rented after that. For example, a tenant who rented an apartment in 1992 has a rent ceiling and housing services that are based on the ceiling and services that existed for that unit in 1980; the rent has increased since 1980 with Annual General Adjustments, but the services should not have changed. If the owner reported to us in 1980 that heat and water were paid by the landlord (therefore included in the rent), then the landlord should pay for heat and water for any tenancy that began prior to 1/1/99.

## Rent Law Quiz: True or False?

- 1) If an owner wants to evict a tenant to move in, he must give the tenant a 60-day notice.
- 2) If a tenant has her mother move into her unit with her, the landlord may charge an extra 10% for the additional occupant by filing a petition with the Rent Board.
- 3) If a landlord allows one tenant to have a pet, he cannot refuse another tenant's request to have a pet.

Answers: 1) True, except where the tenant has resided there for less than a year (30 days), the unit is a single family home or condo that is in escrow (30 days), or the tenant is on Section 8 (90 days). 2) False. A landlord may petition the Rent Board for a 10% rent ceiling increase for an additional occupant, but this does not apply to mothers, fathers, sons, daughters, spouses or domestic partners, unless the original tenant agrees in writing. 3) False. A landlord can generally set different terms or conditions for different tenancies, provided s/he is not discriminating on the basis of race, religion, sexual orientation, etc.

## Lead Paint Hazard Reduction Funds Available to Rental Property Owners



The Alameda County Lead Poisoning Prevention Program has received a HUD grant to reduce lead hazards in privately owned rental housing. Over half a million dollars in matching grants and zero-interest, deferred payment loans is available.

- Properties must be pre-1978 residential properties in Berkeley, Emeryville or Oakland with low-income tenants.
- Pre-1950 properties with 5 to 20 units occupied by Section 8 families with children under 6 years old are especially encouraged to apply.

### Application Deadline: May 16, 2003

Call 510-567-8280 for an application packet or to attend the informational meeting:

Wednesday, April 30, 2003, 5:30-7 p.m.

N. Berkeley Senior Center, 1901 Hearst Ave.

**Alameda Co. Lead Poisoning Prevention Program**  
 2000 Embarcadero Suite 300, Oakland, CA 94606  
 510-567-8280 <http://www.aclppp.org/>

## Rent Stabilization Board

The Rent Board's website allows you to check your unit's rent ceiling on-line and download forms and petitions. Visit us at [www.ci.berkeley.ca.us/rent](http://www.ci.berkeley.ca.us/rent)

2125 Milvia Street, Berkeley, CA 94704  
 (510) 644-6128 phone

(510) 644-7723 fax

E-mail: [rent@ci.berkeley.ca.us](mailto:rent@ci.berkeley.ca.us)

Office Hours:

Mon.-Fri., 9:00 a.m. - 4:45 p.m.,

Except Wed. 12:00 noon - 6:30 p.m.



## Other Important Phone Numbers

### City of Berkeley Information: 981-CITY (2489)

Alameda County Bar Assn. (includes lawyer referral service and small claims advisors).....	893-7160
ASUC Renters Legal Assistance.....	642-1755
Berkeley Dispute Resolution Service.....	548-2377
Berkeley Property Owners Association .....	525-3666
Dept. of Consumer Affairs.....	800-344-9940
East Bay Community Law Center .....	548-4040
Eviction Defense Center.....	452-4541
Housing Rights, Inc.....	548-8776
Law Center for Families.....	451-9261
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
Sentinel Fair Housing.....	836-2687

## La Oficina De Control De Rentas

Si usted quiere esta información en español, favor de llamar y preguntar por Carlos Rios, 644-6128 ext. 121, o Dahl Shannon, 644-6128 ext. 124.