

# BERKELEY RENTAL NEWS

Newsletter of the Berkeley Rent Stabilization Board

## WHAT IS RENT CONTROL?

### ORIGINS

Berkeley's Rent Control Ordinance, passed by a majority of voters in 1980, helps to protect tenants from unwarranted rent increases, thus affording some predictability in housing costs.



### NEW INITIAL RENTS, BUT CONTROLLED INCREASES

Rent increases during a tenancy are still controlled in Berkeley, even though, since January 1, 1999, pursuant to the Costa-Hawkins Rental Housing Act, landlords have been able to establish new rents for new tenants (vacancy decontrol).

### EVICITION PROTECTION

Berkeley's Rent Ordinance also provides eviction protection. A Berkeley landlord has to have "good cause" to evict a tenant. (See Berkeley Municipal Code Section 13.76.130 for the eleven good causes for eviction.) Eviction restrictions are designed to prevent arbitrary, discriminatory or retaliatory evictions.



### SECURITY DEPOSIT INTEREST

Berkeley's Rent Ordinance also requires landlords to place any security deposits they collect from their tenants in an interest-bearing account and to refund the actual interest earned to their tenants every December. Any monies collected at the beginning of a tenancy beyond the first month's rent are considered security deposit. If the interest is not paid by January 10 of the following year and the landlord has not provided evidence of the actual interest earned, tenants may, after providing the landlord with 15 days' prior written notice, deduct interest at the rate of 10% from their rent.

### STABLE SERVICES AND HABITABLE CONDITIONS

While state law and the Berkeley Rent Ordinance require landlords to maintain their rental units in a habitable condition, Berkeley's Ordinance also requires landlords to continue to provide all base year services for the entire tenancy. For tenancies that began before January 1, 1999, a base year service is any service that was included in the rent on May 31, 1980; for tenancies beginning on or after January 1, 1999, a base year service is any service that was included in the rent at the beginning of the tenancy. If the landlord discontinues a base year service, the tenants may be entitled to a corresponding rent ceiling reduction.

### IS YOUR UNIT UNDER RENT CONTROL?

Some rental units are exempt from some or all of the provisions of the Rent Ordinance.

#### Partially Exempt

- Most single-family homes (i.e., a home that can be sold separately), rented after 1/1/96.
- Section 8 units.
- Condominiums that were sold after their conversion.
- Units constructed after June 30, 1980.
- Units owned by a government agency.

Owners of partially exempt units must pay interest on security deposits and have good cause to evict, but they are not required to register the units and their rents are not controlled. While tenants and landlords of these units may seek advice from Rent Board Housing Counselors, the Rent Board's jurisdiction is limited because the units' rents are not controlled.



#### Completely Exempt

The following units are exempt from all aspects of the Rent Ordinance:

- Units in which the owner shares kitchen or bath facilities with the tenant.
- Units rented for less than 14 consecutive days and subject to the hotel tax.
- Non-profit cooperative housing owned and controlled by a majority of the residents.
- Non-profit homes for the aged and skilled nursing facilities.
- A rental unit on a two-unit property where a 50 percent owner of record occupied one unit on December 31, 1979, whenever a 50 percent owner of record occupies one unit.
- Units rented by non-profit accredited institutions of higher learning to tenants who are faculty, staff, or students of the institution, or members of the school of the Graduate Theological Union, as long as the institution owned the unit as of January 1, 1998.

### RENTAL HOUSING SAFETY PROGRAM (RHSP)



In an effort to ensure that rental units are safe and habitable, landlords were required, by last July 1, to either have their units inspected by a City of Berkeley Housing Inspector or to certify that their units met the Housing Code's standards. Units must be inspected annually if certified by the landlord or every three years if certified by a Housing Inspector. Landlords are required to give copies of the certification to their tenants. If a tenant does not receive a copy, s/he may request it from her landlord in writing. If the landlord does not comply, or if the tenant disputes the landlord's certification, s/he should contact the Housing Department and may request an inspection (981-5445).

**2003 AGA HEARINGS**  
 Rent Board Public Hearings to decide on the 2003 Annual General Adjustment will be held at 7:00 p.m. on October 7 and 21 at 2134 MLK Jr. Way, 2<sup>nd</sup> floor

**HOW TO GET YOUR SECURITY DEPOSIT BACK AFTER YOU MOVE OUT**

One of the most common complaints we receive from tenants is that they didn't get their entire security deposit back. Tenants should document their apartment's condition, just before they move in or soon thereafter, by taking photos or making a videotape, or by requesting free videotaping by Rent Board staff.



Documenting an apartment's condition at the beginning and end of a tenancy makes it easier to defend against unwarranted deductions from a security deposit.

Tenants are responsible for leaving the apartment in as good a condition as they found it. The landlord may not deduct charges for "normal wear and tear." While the landlord might be able to justify a deduction for the cost of carpet cleaning, it is unlikely that the landlord can justify a deduction for the cost of replacing the carpet, unless the carpet was relatively new and the tenant damaged it. Sometimes landlords have specific requirements that tenants must satisfy in order to get their deposits back; for example, cleaning the carpet, cleaning the blinds, washing the windows, and the like. While "broom clean" might otherwise suffice, if all this was done to an apartment before a tenant moved in, and the tenant signed a lease that states they will do the same upon moving out, the tenant probably can be held responsible for those items.

**REQUEST A WORKSHOP**

If you are a member of a group with particular questions about rent control and would like a presentation or group counseling session, our Outreach Team may be able to meet with you at your site. Call us with your request: **644-6128.**



**ASK THE RENT BOARD**

This is the Rent Board's biweekly column, appearing on Fridays in the Berkeley Voice and Berkeley Daily Planet, which features frequently asked questions and answers. Here is a sample:

**Q:** I moved into this two-bedroom apartment three years ago. My roommate was already there, and I was replacing his former roommate. The landlord was notified of the roommate change, but my name was never added to the lease and I have always paid rent to my roommate.

Now my roommate is moving out, and the landlord claims that I have to go too. He says that since I'm not on the lease, I am not a legal tenant. Is this correct?

**A:** No. If you have lived in the apartment with the express or implied permission of the landlord and have been paying rent to either a tenant or the landlord, then you are a tenant as well. Because you are paying rent to your roommate, you are technically subletting from him, and while you have no direct agreement with the landlord, you still have as many rights to the apartment as your roommate and your tenancy may not be terminated without good cause.

However, the landlord has the right to increase the rent on any remaining tenants when the last original tenant leaves. Since your roommate was the last original tenant, that is, the last of two or more tenants who rented the unit when the initial rent was set for this tenancy, your landlord has the right to raise the rent when your roommate leaves, as long as s/he does so as soon as s/he receives written notice of your roommate's departure. You and any new roommate who moves in within 30 days, will then be the new original tenants with a new initial rent.

**¡SE HABLA ESPANOL!  
 INQUILINOS Y DUENOS:**  
 Si usted gusta esta informacion en espanol, favor de llamar la oficina de control de rentas y preguntar por Carlos Rios 644-6128 ext. 121 o Dahl Shannon (510) 644-6128 ext. 124.

**RENT BOARD INFORMATION**

The Rent Board's website allows you to check your unit's rent ceiling on-line. It also offers lots of useful information, including links to CA state laws, other cities with rent control, useful publications for landlords and tenants, and much more. Visit us at <http://www.ci.berkeley.ca.us/rent>

Rent Stabilization Board  
 2125 Milvia Street  
 Berkeley, CA 94704  
 Phone: (510) 644-6128  
 Fax: (510) 644-7723  
 E-mail: [rent@ci.berkeley.ca.us](mailto:rent@ci.berkeley.ca.us)

Office Hours:  
 Mon.-Tues., Thurs.-Fri.,  
 9:00 a.m. - 4:45 p.m.  
 Wed. 12:00 noon – 6:30 p.m.

**OTHER IMPORTANT PHONE NUMBERS**



**City of Berkeley:**  
 Fire Prevention ..... 981-5585  
 Garbage Collection ..... 981-6350  
 Health Department ..... 981-5310  
 Housing Inspections ..... 981-5445  
 Property Records ..... 981-7200  
 Relocation Program ..... 981-5431

**Other:**  
 ASUC Renters Legal  
     Assistance..... 642-1755  
 Berkeley DisputeResolution  
     Service ..... 548-2377  
 Berkeley Black Property  
     Owners Assoc .....595-3304  
 Berkeley Property Owners  
     Assoc ..... 525-3666  
 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 ..... 981-6870  
 Community Legal Aid  
     Society ..... 451-9261  
 Legal Assistance for  
     Seniors ..... 832-3040  
 Sentinel Fair Housing ..... 836-2687  
 Small Claims Legal  
     Advisors ..... 763-9282

