



# ***EVERYONE'S*** **GUIDE TO RENT CONTROL & EVICTION PROTECTIONS IN BERKELEY**

Printer-friendly version.  
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## ABOUT THIS GUIDE

This guide is published by the Berkeley Rent Board to help landlords, tenants, property managers, realtors, and potential rental property owners understand how Berkeley's rent stabilization laws work. It provides a basic overview of rent control laws, eviction protections, and other housing rights and responsibilities under local and state law.

This guide is not a substitute for independent legal advice or for Rent Board housing counseling but is instead meant to be a starting point. Please visit the Rent Board website for the most up-to-date and comprehensive information.

**Visit Us:** 2000 Center Street, Suite 400 Berkeley, CA 94704  
M, T, Th, F: 9 am – 4:45 pm, Closed on Wednesdays

**Call Us:** (510) 981-RENT (7368)

**Email Us:** [rent@berkeleyca.gov](mailto:rent@berkeleyca.gov)

**Website:** [rentboard.berkeleyca.gov/](http://rentboard.berkeleyca.gov/)

**Social Media:** @BerkeleyRentBoard on [Instagram](#), [Facebook](#), [Bluesky](#), [LinkedIn](#)

**Language Access:** Traducción disponible. Llámanos!

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## ABOUT THE BERKELEY RENT BOARD

Berkeley has one of the oldest rent control laws in the country. Commonly known as the Rent Ordinance, Berkeley’s Rent Stabilization and Eviction for Just Cause Ordinance ([Berkeley Municipal Code Chapter 13.76](#)) regulates most residential rents in Berkeley. It provides tenants with increased protection against unwarranted evictions and is intended to maintain affordable housing and preserve community diversity.

The Rent Ordinance is administered by the Berkeley Rent Board, a city agency. The Berkeley Rent Board consists of:

- the Elected Board, which is made up of nine elected commissioners who direct policy;
- and the Agency, which is made up of City of Berkeley staff who oversee day-to-day operations.

# RENT BOARD SERVICES

## **Housing Counseling:**

Housing Counselors provide information to tenants, landlords, property managers, and other parties regarding rights, responsibilities, and resources under the Rent Ordinance, as well as other relevant City of Berkeley and State laws. You can book an appointment with a Housing Counselor at [bit.ly/BRBHCAppts](http://bit.ly/BRBHCAppts).

## **Property Registration Support:**

Registration staff support landlords with the annual rental unit registration process, including property and tenancy registration, billing, fee collection, penalties, and waiver requests. You can book an appointment with Registration staff at [bit.ly/ApptsReg](http://bit.ly/ApptsReg).

## **Mediation:**

Legal staff offer mediation services to Berkeley landlords and tenants in units that are fully or partially covered by the Rent Ordinance. Mediation is an informal way to resolve disputes and can cover a wide variety of housing issues, provided both sides agree to mediation. You can request mediation by contacting a Housing Counselor at [bit.ly/BRBHCAppts](http://bit.ly/BRBHCAppts).

## **Rent Board Petitions:**

Landlords and tenants can submit petitions to the Rent Board to formally request a legally binding decision on various housing issues. Sometimes a hearing is necessary to decide these claims. See our [Petitions webpage](#) for more information.

## **Rent Registry:**

The Rent Registry offers landlords an online option to comply with their registration requirements and offers tenants, landlords, and community members a way to look up coverage and rent ceiling information for rental units that are registered. The Rent Registry can be accessed at [RentRegistry.CityofBerkeley.Info](http://RentRegistry.CityofBerkeley.Info).

## **Language Interpretation & Translation Services:**

The Rent Board offers interpretation services for appointments with Rent Board staff, as well as document translation services for clients submitting Petitions. Call (510) 981-7368 or email [rent@berkeleyca.gov](mailto:rent@berkeleyca.gov) to request language assistance.

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## **Education & Outreach:**

[Sign up for our Email lists](#) and [follow us on Social Media](#) to stay up to date about your rights and responsibilities. Check out the [Events page](#) on our website for our schedule of webinars, workshops, and tabling events.

# THE BASICS OF RENT CONTROL IN BERKELEY

In Berkeley, there are many kinds of rental units, including single-family homes, duplexes, apartment buildings, accessory dwelling units (ADUs), and rooming houses (*see Glossary on page 24*). The Rent Ordinance applies to most of these rental units and establishes four core rights and responsibilities for both tenants and landlords:

1. **Rent control** – In Berkeley, rent control means that once an initial rent is agreed upon for a new tenancy, future rent increases are controlled by the Rent Board.
2. **Registration** – Owners of rental units covered by the Rent Ordinance must register units by paying an annual registration fee for each unit (*Regulation 801*) and filing certain documents with the Rent Board.
3. **Just Causes for Eviction** – Property owners of units covered by the Rent Ordinance can only evict tenants for one of 10 specific “Just Causes.”
4. **Tenant’s Right to Security Deposit Interest** – Property owners of units covered by the Rent Ordinance are required to pay the annual interest on security deposits to tenants at a rate set by the Elected Rent Board.

Depending on the type of coverage your rental unit has under the Rent Ordinance, all four sections may apply to you, only three may apply to you, or none of the above may apply to you.

In Berkeley, a rental unit can be:

1. **Fully covered** by the Rent Ordinance:
  - ✓ Rent Control
  - ✓ Registration
  - ✓ Just Causes for Eviction
  - ✓ Security Deposit Interest
2. **Partially covered** by the Rent Ordinance:
  - ✓ Registration
  - ✓ Just Causes for Eviction
  - ✓ Security Deposit Interest
  - X (No Rent Control)
3. **Exempt** from the Rent Ordinance:
  - X (None of the four apply)

Knowing your coverage is the first step to understanding what tenant protections and landlord responsibilities you have.

You can look up the coverage of your rental unit by typing the address into our online [Rent Registry](#) or by contacting a [Housing Counselor](#).

## Fully Covered Rental Units

**Fully covered rental units are covered by all four sections of the Rent Ordinance** (Rent Control, Just Cause for Eviction, Security Deposit Interest, and Registration requirements). Types of fully covered rental units include:

- Most units in multi-family properties built before June 1980
- Single-family homes with current tenancies that began before 1996
- Rooming houses (*defined by Regulation 403.5, see Glossary*)

*Please note, some government-owned or -subsidized units that would be considered fully covered under this definition may have different coverage. Please see our [Is Your Unit Covered By Rent Control webpage](#) for more information.*

## Partially Covered Rental Units

**Partially covered rental units are covered by three sections of the Rent Ordinance** (Just Cause for Eviction, Security Deposit Interest, and Registration requirements) **but not Rent Control**.

Types of partially covered rental units include:

- Units with a certificate of occupancy issued after 1980
- Most single-family homes
- Most condominiums

## Exempt Rental Units

While most rental units in Berkeley are covered by the Rent Ordinance, there are some instances when they are exempt. Tenants in exempt units are not covered by rent control, the right to security deposit interest, or local eviction protections (though they may still have State-level protection). Property owners who believe their rental units qualify for exemption from registration should contact the Rent Board to verify. Exempt rental units include:

- “Golden Duplexes” - Any duplex that was owner-occupied on December 31, 1979, and currently has an owner with at least a 50% ownership interest living in one of the units.
- Units where the tenant shares a kitchen or bath with an owner, if the owner lived at the property before the start of the tenancy and the landlord has at least a 50% ownership interest.
- University rental units such as dormitories
- Fraternities and sororities when occupied by members
- Nonprofit cooperatives
- Tenancies started after November 7, 2018, on properties where one unit is an ADU and either unit is owner-occupied.

# RENT CONTROL FOR FULLY COVERED RENTAL UNITS

## Rent Ceilings

Every residential rental unit that is fully covered by Berkeley’s Rent Ordinance has a lawful rent ceiling. **A rent ceiling is the maximum amount of rent that a landlord may charge for the occupancy of the rental unit and any housing services included in the rent**, such as storage, parking, or laundry facilities.

**When a new tenancy begins, the initial rent (also called base rent), establishes the lawful rent ceiling.** All housing services provided when that tenancy began are included in the base rent. Rents are controlled for these tenants, as long as they continue to use the rental unit as their primary residence.

**The rent ceiling can only be increased in two ways:**

- by the Annual General Adjustment (AGA)
- through the petition process

*Note:* A landlord may file a Petition to Determine Occupancy Status ([Regulations 524 and 525](#)) if they believe no tenant occupies the rental unit as a primary residence and therefore would be able to establish a new base rent.

**When a tenancy ends, a new rent ceiling can be established**, including in situations where all original occupants move out over time ([see “Subletting & Replacing Roommates” on page 20](#)).

## Annual General Adjustments (AGAs)

Each January 1, rent ceilings are increased by the AGA, which is calculated as 65% of the percentage increase in the Consumer Price Index for the central Bay Area. The elected Rent Board votes to establish the following year’s AGA by October 31 of each year.

**To increase a tenant’s rent by the AGA, landlords must be in compliance with the Rent Ordinance and must give proper notice to tenants.** Landlords can only begin to take the AGA in the second calendar year after a tenancy is established.

The following qualifications must be met for a landlord to increase a tenant’s rent by the AGA:

- The tenancy began two calendar years before (e.g. For a tenancy established in 2018, the landlord can first increase the rent by the AGA starting January 1, 2020)
- The property is registered with the Rent Board; in other words, the required forms have been filed and no fees or penalties are owed,
- The rent charged is no more than the lawful rent ceiling, and
- The unit has no serious repair problems or outstanding housing code violations.

Note: If a tenancy has a fixed-term lease, the landlord will have to wait until the lease term expires to impose the AGA, unless the lease allows the increase.

Find the most recent Annual General Adjustment and all previous years listed on [our Annual General Adjustments webpage!](#)

### **Proper Notice Is Required to Increase Rent by the AGA**

Landlords must provide tenants with at least a 30-day written notice for a rent increase of 10% or less, or a 90-day written notice for increases of more than 10%.

### **Landlords Can “Bank” Unused Annual General Adjustments**

If a landlord chooses not to take an AGA rent increase in a given year, they do not lose it. Landlords can “bank” unused AGAs and then raise the rent to the rent ceiling at any time if they provide the tenant with proper notice.

### **Non-Qualifying Vacancies: When Landlords Cannot Set a New Rent Ceiling Between Tenancies**

There are some instances when the landlord may not establish a new base rent for a new tenancy. These are called non-qualifying vacancies. A landlord may not establish a new base rent if the prior tenancy ended after the landlord:

- Served a 60-day notice of termination (30 days if tenancy is less than one year);
- Engaged in harassment or other acts prohibited by law, or that constitute constructive eviction or a breach of the covenant of quiet enjoyment (for example, verbal or physical abuse or intimidation, threats to evict, and failing to make necessary repairs are examples of harassment);
- Was cited by a government agency for serious health, safety, fire, or building code violations (except those caused by disasters) that remained uncorrected for more than 60 days before the vacancy.

(For a full list of non-qualifying vacancies, see [Civil Code section 1954.53 and Regulation 1013\(B\)](#)).

If eligibility to set an initial rent is in question, landlords or tenants can file a Petition for Initial Rent Determination ([Regulation 1018](#)).



# RENTAL UNIT REGISTRATION & THE RENT REGISTRY

## Registration

Most residential rental units in Berkeley are covered by the Rent Ordinance and are therefore required to be registered with the Berkeley Rent Board. **Registration means paying the annual registration fees for each unit and filing certain documents with the Rent Board.**

**To register a fully covered unit**, owners must file:

- A Vacancy Registration (VR) form for each new tenancy that includes current rent, the number of occupants, and the housing services provided ([Regulation 1013 \(K\)](#)). *[Note: Contact the Rent Board if you are registering a fully covered unit for the first time.]*

**To register a partially covered unit**, owners must file:

- A Registration Statement for Partially Covered Units
- A Tenancy Registration Form for Partially Covered Units for each new tenancy.

For both fully and partially covered units, the form used to report new tenancies must be filed within 15 days of the tenancy's start date ([B.M.C. section 13.76.080 E](#)).

## Consequences of Failing to Properly Register Rental Units

- Owners may be unable to evict tenants ([B.M.C. section 13.76.130 C.](#)). (Eviction lawsuits are handled by the Alameda County Superior Court, not the Rent Board).
- Owners of fully covered units may be ineligible to take the Annual General Adjustment ([Regulation 1100](#)).
- Owners may be assessed for late payment penalties ([B.M.C. section 13.76.080 G](#)).
- Tenants in fully covered units may petition the Board for authorization to withhold rent until the unit is properly registered ([Regulation 1501](#)).
- A landlord petition for a rent increase will not be accepted unless the affected property has been properly registered for 30 days ([Regulation 1206](#)).

## The Rent Registry

Berkeley's [Rent Registry](#) is a public database that tracks basic information about rental units covered by the Rent Ordinance, including rent levels and registration status. **The Rent Registry helps tenants understand their housing protections and gives landlords an online way to comply with Registration requirements.** Our Rent Registry records are based on information submitted by landlords at the time of registration. The information is generally reliable, but may be out of date because current data was not provided. You can find out how to correct inaccuracies by visiting our [Rent Ceiling webpage](#).

# SECURITY DEPOSITS & SECURITY DEPOSIT INTEREST

A security deposit is any payment, fee, deposit, or charge imposed at the start of a tenancy as an advance payment of rent, or to be used for various reasons, including recovering rent defaults, repairing damages caused by the tenant, or cleaning the unit after the tenants vacate. This does not include application fees or screening fees.

## Security Deposit Amounts

- Most landlords may only charge one month's rent as a security deposit for unfurnished and furnished units (*Civil Code Section 1950.5*).
  - *Exception:* Landlords who own only two rental properties with no more than four residential units total can charge up to two months' rent for furnished and unfurnished units if ownership is held by a natural person, family trust, or limited liability company (LLC) where all members are natural persons.
- Last month's rent IS considered part of the security deposit.
- First month's rent is NOT considered part of the security deposit.
- It is unlawful for a security deposit to be non-refundable.

## Allowable Deductions from Security Deposits

A landlord may deduct only the amount that is reasonably necessary to:

- Cover unpaid rent
- Repair damages caused by a tenant or a tenant's guest other than normal wear and tear
- If allowed by the lease, cover the cost of restoring or replacing personal property (including keys) or furniture, excluding ordinary wear and tear
- Clean the unit to return it to the level of cleanliness it was in at the start of the tenancy (for tenancies beginning after January 1, 2003). However, landlords may not charge tenants for professional cleaning services to repair conditions related to ordinary wear and tear.

## Landlords Must Offer a Move-Out Walk-Through Inspection for Tenants to Avoid Security Deposit Deductions

Under state law, landlords must offer a walk-through inspection during the last two weeks of a tenancy to identify any items that need repair/cleaning. This gives tenants a chance to correct issues to avoid security deposit deductions.

The landlord may still use the deposit for authorized deductions that were itemized in the statement but not fixed, arose after the initial inspection, or were not identified during the inspection because they were concealed by the tenant's belongings.

## Return of Security Deposit After Tenancy Ends

**After a tenant moves out, the landlord must return the security deposit**—or any remaining portion—**within 21 days**. If the landlord keeps more than \$125 from the deposit, they must provide a written, itemized statement explaining each deduction, along with copies of receipts or invoices for the work. Any remaining deposit must be returned, and landlords must be able to show that the repairs were completed.

**Landlords are required to take photographs of the unit at the start of the tenancy and after regaining possession** before doing any cleaning or repairs, as well as after cleaning and repairs if they plan to deduct money the deposit. These photos, along with a written explanation of the costs, must be sent to the tenant with the itemized statement.

**Tenants should leave a forwarding address** to receive their security deposits. All mailings to the tenant after the tenancy ends must be sent to the tenant's new address. If the tenant did not provide a new address, the mailings must, by law, be sent to the tenant at the vacated address. Therefore, to avoid the risk that the deposit is not forwarded from the old address to the new, tenants are urged to leave the landlord a new address when moving.

**Landlords are required to return security deposits electronically if they were received electronically** unless both parties agree to another method.

## Resolving Security Deposit Disputes

If there is a disagreement about the return of the deposit or the deductions, both parties are encouraged to communicate in writing first. Tenants may request the return of the deposit or explain why they dispute deductions, and landlords should respond with documentation supporting their actions.

If the issue is not resolved, tenants may:

- File a claim in **Small Claims Court**, or
- File a **Tenant Petition for Rent Decrease** and a **Tenant Schedule A for an Unrefunded Security Deposit** with the Rent Board if the **unit is fully covered**.

Each option has benefits and limitations. Rent Board petitions are free and less formal than court proceedings, but court action may still be required to enforce a Rent Board decision and the Rent Board cannot award damages for bad-faith retention of a security deposit.

Both tenants and landlords may also consider Rent Board mediation, if both agree to participate. Mediation allows a neutral third party to help reach a mutually acceptable resolution without a formal hearing.

## Effect of Property Sale on Security Deposit.

A landlord who sells a rental property must either: 1) transfer the deposit to the new landlord; or 2) return the deposit to the tenant.

In either case, the new landlord may make deductions following the same rules described in the previous section. If the seller transfers all or part of the deposit to the new landlord, the seller must also notify the tenant of the transfer, and the new landlord's name, address, and telephone number. All notices must be sent to the tenant by first-class mail or personal delivery. If the deposit is not refunded or transferred, the current landlord is responsible to the tenant for the whole amount.

## Security Deposit Interest

**The Berkeley Rent Ordinance requires landlords to pay interest on security deposits to tenants who live in units that are fully or partially covered ([B.M.C. section 13.76.070; Regulations 701-706](#)).**

Landlords must make payments annually each December during the tenancy, either as a cash payment or rent credit, for the interest accrued November 1 – October 31. This annual payment must be made no later than January 31.

If a tenant moves out before the annual payment is due, the landlord must pay a prorated amount (from November 1 through the move-out date).

A security deposit calculator, a list of annual interest rates, as well as monthly interest rates for early move-outs on our [Security Deposit Interest & Calculator webpage](#).

### **Tenants have a self-help remedy if interest isn't paid.**

A tenant who has not received a refund of security deposit interest by January 31 for any prior years may deduct the interest from rent. The tenant may deduct at the rate of 10% simple interest for the immediately preceding year, and at the published rate for any years before that. ([Regulation 704](#)). We recommend informing the landlord in writing before doing this. This self-help remedy only applies while tenants are occupying the rental unit and not after moving out.

We recommend speaking with a housing counselor before deducting anything from the rent. If multiple years of interest payments are owed, contact a housing counselor to calculate the amount owed.

## EVICCTIONS

While evictions are mostly regulated by state law, tenants in rental units covered by the Berkeley Rent Ordinance can only be evicted for one of ten “Just Causes.”

A landlord must follow state and local law to the letter to successfully evict a tenant. If a landlord fails to follow certain eviction procedures, the tenant(s) may be entitled to substantial damages. Rent Board counselors are available to help all parties understand their rights and responsibilities, although they do not provide legal advice.

***Evictions are complex proceedings and we encourage landlords and tenants to seek legal advice before filing an eviction action or contesting an eviction attempt.***

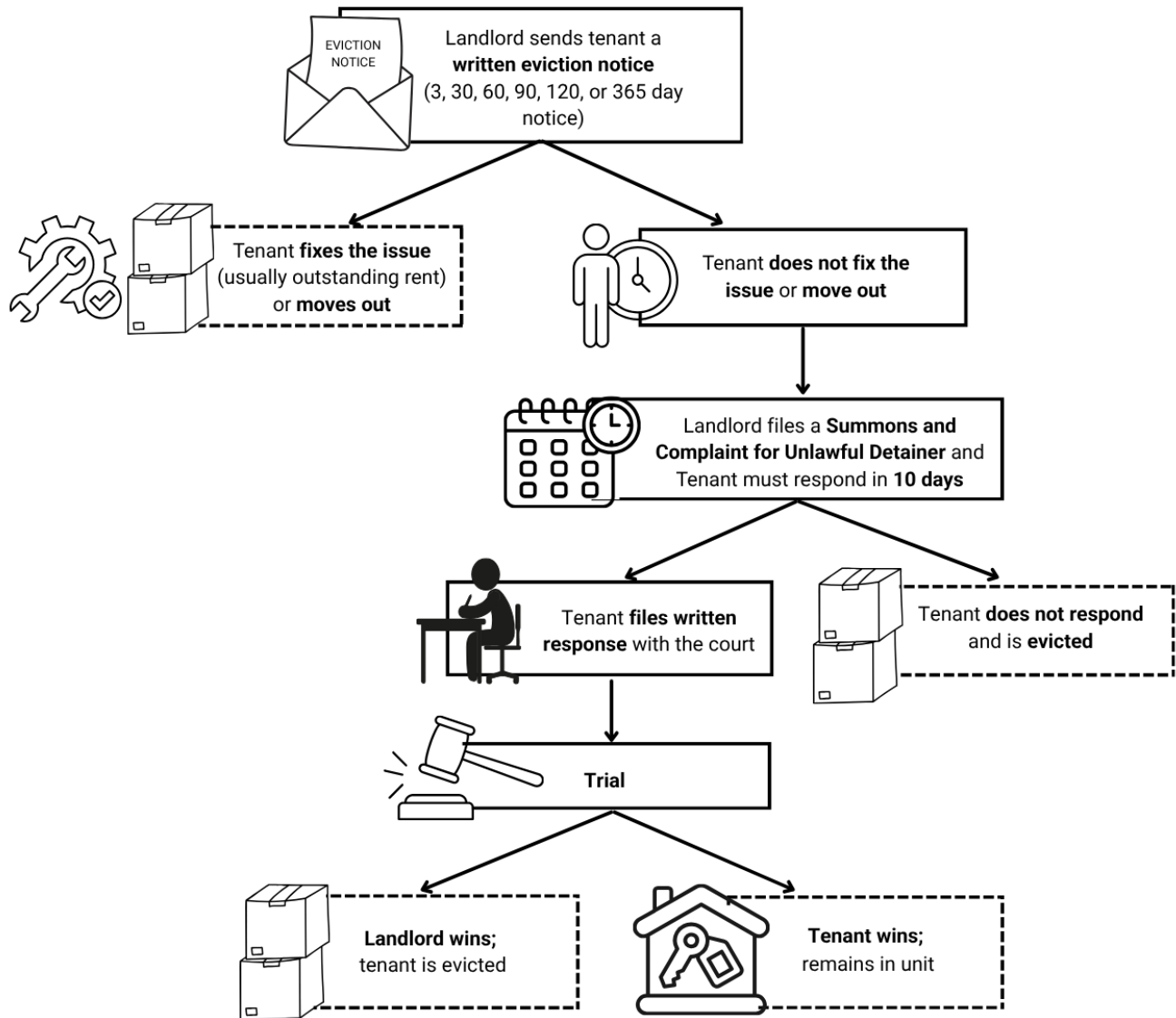
If you need to access free legal services, contact our community partners:

- [Eviction Defense Center](#): Call (510) 452-4541.
- [East Bay Community Law Center](#): Call (510) 548-4040.

**If you are a Berkeley tenant facing eviction, you do not need to move out until an eviction is final.**

The following flowchart provides a basic overview of how evictions work in Berkeley. A legal advocate can walk you through a more detailed breakdown of the process.

# How Evictions Work in Berkeley: A Flowchart



→ Landlords and tenants can reach a settlement agreement at any point before a court decision. ←

*Text description of flowchart: Landlord sends tenant a written eviction notice (3, 30, 90, 120, or 365 day notice). Tenant either fixes the issue (usually outstanding rent), moves out, or does nothing. If the tenant does not fix the issue or move out, the landlord files a Summons and Complaint for Unlawful Detainer and tenant must respond in 10 days. If the tenant does not respond, they will be evicted. If the tenant files a written response with the court within 10 days, the case goes to trial. If the landlord wins, the tenant is evicted. If the tenant wins, they remain in*

the unit. Important note: Landlords and tenants can reach a settlement agreement at any point before a court decision.

## The Ten Just Causes for Eviction in Berkeley

The “Just Cause Required for Eviction” sections of the Ordinance ([B.M.C. section 13.76.130](#)) apply to fully and partially covered rental units in Berkeley.

The Ten Just Causes for Eviction in Berkeley are:

1. **Non-payment of rent:** Tenant fails to pay rent after receiving a 3-Day Notice to Pay or Quit, and the amount of rent owed is equal to or greater than one month of Fair Market Value of a unit of equivalent size.
2. **Violation of material term of lease:** Tenant continues to violate a material term of the lease after a written request to stop the violation.
  - a. Exception: A landlord may not evict a tenant for violating the subletting prohibition if a) the landlord has unreasonably withheld consent to the subtenancy; b) the tenant still lives in the unit; and c) the number of occupants adheres to the lease agreement.
3. **Substantial damage caused to unit:** A tenant willfully causes or allows substantial damage to the rental unit and refuses to pay or make adequate repairs.
4. **Disturbing peace and quiet:** The tenant continues to disturb the peace and quiet of other occupants after receiving a written request to stop.
5. **Refusing lawful landlord access:** The tenant, after receiving a written request to stop denying access, continues to refuse the landlord access to the rental unit during normal business hours for reasons allowed by state law (for example, necessary repairs) ([Civil Code 1954](#)).
6. **Relocation for substantial repairs:** Landlord must make substantial repairs to bring the unit up to code that cannot be made while the tenant lives there (often tenants must be offered temporary or permanent relocation accommodations, see additional requirements in Relocation Ordinance on page Relocation Assistance Payments16).
7. **Demolition:** The landlord has received a permit to demolish the unit.
8. **For owner/relative move-in:** An owner with at least a 50% interest in the property (or their spouse, parent, or child) wishes to occupy the rental unit as their principal residence, and there is (or was for 90 days before the tenant was given notice to vacate) no vacant comparable unit available on any property owned by the landlord in Berkeley.
9. **Owner or lessor reoccupying unit as agreed upon in the lease or sublease (sometimes referred to as a Sabbatical provision):** An owner or lessor wishes to move back into a rented or subleased unit as permitted in the rental agreement with the current tenant(s).
10. **Refusing to vacate temporary housing:** A tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant's prior unit have been completed.

### **The Following Are NOT Just Causes to Evict:**

- Sale of property
- Expiration of a rental agreement/lease
- Foreclosure on a property
- Condominium conversions
  - Tenants in buildings converted to condominiums receive strong protections under City law ([B.M.C. Chapter 21.28](#)). Just Cause for Eviction rules still apply, so most tenants are not required to move and the owner must notify tenants of their right to continue renting the unit, even after conversion, or purchase the unit, if they choose.

Tenants do not have to leave their rental units if any of these occur and cannot be forced to do so.

### **What Must Be Included in an Eviction Notice and Lawsuit**

In any notice to quit or notice of termination (also known as an eviction notice), and in the summons and complaint (the eviction lawsuit), the landlord must:

- State the specific **Just Cause(s) for Eviction** under the Rent Ordinance
- **Confirm compliance** with the Rent Ordinance, including that:
  - All covered units on the property are registered
  - All registration forms are filed
  - All registration fees are paid
- State that the property **complies with habitability requirements**, meaning there are no serious repair issues in covered units
- Include the **Tenant Protection Ordinance Notice**.
- Include **Rent Board information**, stating that advice is available and providing:
  - The Rent Board Housing Counseling phone number
  - The Rent Board website address

Additionally, the landlord **must file copies of the eviction notice and the eviction lawsuit with the Berkeley Rent Board within three days** of giving documents to the tenant.

Failure to meet these local requirements can be used as a defense in eviction trials.

### **Owner/Relative Move-In Evictions**

If an owner wants to evict a tenant to move into a unit or move a qualified relative into a unit, the owner must have at least a 50% ownership in the property. Qualified relatives include spouses, registered domestic partners, parents, and children. Additionally, the landlord or relative must move into the unit within three months of the eviction and must live in the unit for at least 36 continuous months.



If the landlord or relative moves out, the landlord must give the evicted tenant the first right to reoccupy the unit. There is no time limit on this requirement.

### **Relocation Assistance Payments**

In the case of Owner/Relative Move-In evictions, the landlord must provide a relocation assistance payment to any tenant household that has lived in the unit for at least a year, with an additional payment for certain qualified households (low-income, disabled or elderly tenants, tenants with minor children, and tenants whose tenancy began before January 1, 1999).

*Relocation assistance amounts change annually so please go to our [Owner Move-In Evictions webpage](#) to find the current year's relocation assistance payment amounts.*

### **Required Disclosures in an Owner/Relative Move-In Notice**

In the notice to quit, the landlord must include:

- Information about relocation assistance and protections for families with minor children
- The name and relationship of the intended occupant
- A list of all Berkeley residential properties in which the landlord has a 10% or greater ownership interest

If the landlord owns a vacant unit in Berkeley, or a unit becomes vacant after owner move-in was initiated, it must be offered to the tenant before the tenant moves out.

### **When Owner/Relative Move-In Evictions Are Prohibited**

Owner or Relative Move-In Evictions are not allowed during the academic year if the tenant household includes minor children.

This type of eviction is also not allowed if:

- The tenant has lived in the unit 5 or more years, and the landlord owns 5 or more units in Berkeley (with at least a 10% ownership interest), or
- The tenant is 60 or older or disabled, has lived there 5 or more years, and the landlord owns 4 or more units in Berkeley

**Exceptions:** If all the landlord's units are restricted by the above rules, an owner or relative move-in may still be allowed if:

- The landlord has owned the property for at least 5 years and is 60 or older or disabled, or
- The landlord's relative who intends to move in is 60 or older or disabled

## Rent Limits After Owner/Relative Move-In Evictions

After an Owner/Relative Move-In Eviction in a fully covered unit, the rent for the next tenancy is limited to the old rent ceiling plus Annual General Adjustments (AGAs). If the landlord cancels an Owner/Relative Move-In Eviction and the tenant moves out within one year, the law presumes the tenant left because of the notice. In that case, rent for the next tenancy is still limited to the old rent ceiling plus AGAs.

## Ellis Act Evictions

The Ellis Act is a state law that allows landlords to evict tenants in order to permanently remove units from the rental housing market. ([Government Code sections 7060-7060.7](#)). Berkeley has additional requirements and procedures for Ellis Act Evictions ([B.M.C. Chapter 13.177](#)).

An owner must withdraw all units on a property to evict under the Ellis Act. Tenants must be given at least 120 days' notice, or one year notice for tenants who are disabled or 62 years of age or older.

## Relocation Assistance Payments

Like Owner/Relative Move-In Evictions, tenants are entitled to a specific relocation payment amount with an additional payment for certain qualified households (low-income, disabled or elderly tenants, tenants with minor children, and tenants whose tenancy began before January 1, 1999). *Relocation assistance amounts change annually so please go to our [Ellis Act Eviction webpage](#) to find the current year's relocation assistance payment amounts.*

## Right to Move Back In and Rent Limits After Ellis Act Evictions

If the landlord re-rents the unit within 10 years of withdrawing it from the rental market, the displaced tenant may request the chance to move back in.

Once a landlord serves an Ellis Act notice for a fully covered unit, rents stay regulated for five years, even if the landlord later withdraws the Ellis Act eviction. During this time:

- Rent increases are limited to what the Rent Board allows.
- The rent cannot be raised to market rate, even after a tenant moves out.

## Wrongful Evictions

If an eviction is illegal, such as in the cases discussed below, tenants should pursue their claims in court.

## Repairs or demolition that don't happen

If a landlord evicts a tenant claiming they will repair or demolish the unit, but the work does not start within two months, or the claim was false or made in bad faith, the tenant may sue to move back into the unit and recover money damages.

If the landlord acted willfully, the tenant may recover the greater of \$750 or three times their actual damages.

## Bad Faith Owner/Relative Move-In Evictions

If the owner or relative does not move in within three months, or they do not live in the unit as their primary residence for at least 36 continuous months, "bad faith" is presumed and under state law, tenants may receive additional compensation.

## Re-renting after an Ellis Act Withdrawal

If the unit is re-rented within two years, displaced tenants may sue for damages. If the unit is re-rented between two and ten years, tenants may sue if the landlord did not offer them the chance to re-rent first.

# PETITIONS & HEARINGS

## Petitions

In Berkeley, landlords and tenants can bring certain housing issues to the Rent Board and **formally request that the Rent Board issue a legally binding decision on their claim. This is called a petition.**

There are several types of petitions that Berkeley landlords and tenants can file. Generally, petitions cover issues like determining the coverage status of a rental unit (fully covered, partially covered, or exempt), and whether a rent increase or decrease is warranted for fully covered units. You can find a full list of available petitions on our [Rent Board Petitions webpage](#), but below are common petitions:

- **Tenant Petitions** asking for a rent ceiling decrease due to housing code violations; habitability problems, or a decrease in living space or housing services; illegally high rent, unrefunded security deposit, and unpaid security deposit interest; or substantial deterioration of the unit.
- **Landlord Petitions** asking to raise the rent due to increase in number of tenants from that allowed at the beginning of the tenancy; increase in living space or housing services from those existing at the beginning of the tenancy; or capital improvements.

## **Petitions May Lead to Rent Board Hearings**

After a petition is filed, the other party has an opportunity to respond. If no response is filed, and no testimony is needed, the case may be decided without a hearing.

In most cases, however, a hearing is held. A neutral hearing examiner listens to both sides and reviews written evidence. The hearing examiner then issues a written decision approving or denying the requested rent change. That decision can be appealed to the elected Rent Board.

## SPECIAL TOPICS:

### Subletting & Replacing Roommates

#### Subletting

Subletting is when a tenant rents part or all of their unit to someone else, either:

- Taking in a roommate who is not on the lease, or
- Renting the whole unit to someone while they are away.

**The original tenant (the master tenant) is still responsible for following the lease.** Subletting is generally allowed unless the lease clearly prohibits it. If the lease requires landlord approval, the landlord may say no only for a reasonable reason, such as poor rental history or inability to pay rent. If the lease clearly bans subletting the entire unit, doing so without the landlord's express permission may be grounds for eviction.

#### How much can a master tenant charge a subletter?

- For a roommate: no more than a fair share of the rent based on space used and services/amenities provided.
- For the entire unit: no more than the rent the master tenant pays the landlord.

#### Replacing a Roommate

Landlords generally must allow a tenant to replace a roommate who moves out. A landlord may object only for a reasonable reason. If a landlord unreasonably refuses a replacement, tenants in fully covered units may file a Tenant Petition for Rent Decrease.

#### What Happens to the Rent Ceiling When Roommates Move Out?

Landlords can set a new rent ceiling in fully covered units only when all original occupants have moved out. Tenants who move in with the landlord's permission within 30 days of the beginning of the tenancy are considered original occupants whether or not they're named in the lease.

If the landlord keeps accepting rent after the last original occupant leaves, they may lose the right to raise the rent—unless tenants hid the move-out. A landlord may agree in writing to delay increasing the rent ceiling for up to six months after the last original tenant leaves.

#### Temporary Relocation for Substantial Repairs

The City of Berkeley has a Relocation Ordinance ([B.M.C. Chapter 13.84](#)) that regulates when tenants are given a notice to vacate so the landlord can complete substantial repairs. This Ordinance ensures:

- The tenant is entitled to **relocation payments**
- The tenant has the **right to move back in** once repairs are finished

- The landlord must obtain **all required permits** before the work begins

Relocation payment amounts depend on how long the repairs take. Rent Board mediation is available if the parties disagree about the need for relocation.

## **Improper Landlord Actions**

### **Retaliation is Illegal**

A landlord may not retaliate against a tenant for exercising his or her rights under the Rent Ordinance or other laws. “Retaliation” can take the form of attempting to evict the tenant, increasing rent, refusing to renew a lease, or threatening to do any of those things. Tenant actions protected by law include reporting housing code violations or filing a petition with the Rent Board. **Retaliation can be used as a defense in an eviction case.**

### **Illegal “Self-help” Evictions**

Landlords are not allowed to force tenants out without a court eviction order. It is illegal to:

- Change the locks
- Remove doors or windows
- Take a tenant’s belongings
- Shut off utilities to force a move-out

A tenant should contact an attorney or tenants’ rights group if the landlord takes retaliatory action or attempts to force him/her out without going through the eviction process. A tenant who is illegally evicted may sue to regain possession of the unit and for damages.

### **Charging Rent When a Unit is Uninhabitable**

A landlord generally cannot demand rent, raise rent, or evict if all of the following conditions are met:

- The unit has serious health or safety problems,
- The landlord has been cited in writing to fix them,
- The problems have not been fixed within 35 days (without a valid reason), and
- The tenant did not cause the problems.

Tenants facing eviction can raise unlivable conditions as a defense. Landlords who try to evict for nonpayment under these conditions may have to pay the tenant’s attorney’s fees and costs.

## **Tenant Right to Organize**

Tenants in buildings with 10 or more rental units (or fewer units if the building is managed by a property management company) have the legal right to organize. This includes forming tenant

associations, sharing information, helping each other, and holding meetings about shared concerns.

To form a tenant association, at least 50% of occupied units are needed. Once formed, landlords and tenant associations must meet and communicate in good faith about issues like rent increases, repairs, and living conditions. If tenants give 14 days' written notice, the landlord (or a representative) must attend at least one tenant association meeting each quarter.

Tenant associations in fully covered units may file Rent Board petitions seeking rent reductions for common area issues on behalf of all tenants on the property affected by the issues.

Tenants may sue a landlord for violating the right to organize and can seek damages, court orders, and attorney's fees.

## **Additional City of Berkeley Landlord Obligations**

### **Business Licenses:**

Owners of rental properties containing three or more dwelling units must obtain a City of Berkeley Business License and pay an annual license fee, which is separate from the Rent Board registration fee.

### **Rental Housing Safety Program (RHSP) Annual Self-Certification Checklist:**

Most rental property owners must certify that their units meet housing safety standards by self-inspecting their units annually. A copy of the RHSP Self-Certification Checklist must be shared with your tenants as well.

The City of Berkeley may have other fees and requirements for landlords depending on property type, so be sure to check with the city to understand your full obligations.

## GENERAL CALENDAR

- **January 1:** Annual General Adjustment (AGA) takes effect. This raises the lawful rent ceiling of fully covered units.
- **January 31:** Landlords must pay tenants security deposit interest for the prior year (November 1 – October 31) by this date
- **February/March:** Tenants receive a mailed notice showing their lawful rent ceiling for the year.
- **April/May:** Annual Registration Fee bills mailed to landlords
- **July 1:** Annual Registration fee payments due from landlords
- **October/November:** Landlords receive a mailed notice showing their units lawful rent ceilings.
- **By October 31:** Rent Board announces the AGA for the following year
- **By November 15:** Rent Board publishes Security Deposit Interest Rates for annual payment to tenants
- **By December 1:** Most landlords of fully covered units give 30-day notice of the AGA rent increase effective on January 1
- **December:** Landlords pay tenants security deposit interest for the prior year (November 1 – October 31). Late penalty if not returned by January 31.



## GLOSSARY

**AGA** – Annual General Adjustment, or AGA, is the yearly percentage change to rent ceilings. It is based on inflation and set annually by the Berkeley Rent Board.

**ADU** – An Accessory Dwelling Unit, or ADU, is a self-contained separate living space on the same property as a primary home. ADUs have their own kitchen, bathroom, and entrance, and are often called in-law units, backyard cottages, or granny flats.

**Base Rent (also known as “initial rent”)** – The original rent amount and any housing services agreed upon at the start of the lease.

**Housing Services** – Services provided by the landlord to the unit or tenants. Examples include water, trash, recycling, storage, gas, electricity, parking, laundry, and more.

**Original Occupant** – Any tenant or subtenant who, with the landlord’s knowledge, was residing in the unit when the landlord last established a base rent for the unit.

**Rental Unit** – A residential rental unit is a dwelling unit providing complete, independent living facilities for one or more persons, including but not limited to provisions for living, sleeping, eating, and sanitation.

**Rent Ceiling** – The rent ceiling is the maximum amount of rent a landlord can charge for the use or occupancy of a fully covered rental unit. The rent ceiling is the base rent plus the Annual General Adjustments approved by the Berkeley Rent Board.

**Rooming House** – A single-family home with at least five rooms that are rented to at least five individuals with at least five separate leases OR a unit in a multi-unit property with at least four rooms that are rented to at least four individuals with at least four separate leases.

**Security Deposit** – A security deposit is any payment, fee, deposit, or charge imposed at the start of a tenancy as an advance payment of rent, or to be used for any purpose, including recovering rent defaults, repairing damages caused by the tenant, or cleaning.

**Tenancy** – A tenancy is the legal arrangement that allows a tenant to live in a rental unit, beginning when the tenant moves in and pays rent, and continuing until the tenant permanently moves out.