



Berkeley Rent Board Social Media Use Policy, Standards, and Procedures

September 22, 2025

I. Purpose

The Berkeley Rent Board (hereafter Rent Board) uses social media to enhance communication with residents, businesses, and community organizations. By developing a large and diverse audience, building relationships, and engaging the community, social media provides an important opportunity to fulfill the mission of the Rent Board as articulated in section 13.76.030 of the B.M.C., which states “The purpose of this Chapter is to regulate residential rent increases in the City of Berkeley, to protect tenants from unwarranted rent increases and arbitrary, discriminatory, or retaliatory evictions, to facilitate the formation of tenant associations to balance the relationship between tenants and landlords, to help maintain the diversity of the Berkeley community, and to ensure compliance with legal obligations relating to the rental of housing. This legislation is designed to address the City’s housing crisis, preserve the public peace, health and safety, and advance the housing policies of the City with regard to low and fixed income persons, marginalized communities, students, persons with disabilities, and older adults.”

II. Definitions

Rent Board Social Media Site: Any Social Media Site that any Rent Board employee established, managed or maintained, or causes to be established, managed, or maintained on behalf of the Rent Board, to serve the public, regardless of whether or not the Rent Board owns the servers, equipment, network or software platform on which such site resides.

Content: Any information, data, text, music, sound, photographs, graphics, video, messages, or other material posted on a Rent Board Social Media Site.

Social Media Site: A website containing Content designed to be disseminated through social interaction, which allows the creation and exchange of User-generated Content. Examples of Social Media Sites include Facebook, Instagram, Bluesky, LinkedIn, and YouTube.

User: Any member of the public using a Rent Board Social Media Site.

III. Scope

This administrative instruction applies to all Rent Board employees who use the designated Rent Board Social Media Sites outlined in this policy to the extent the Rent Board can control or regulate User Content.

IV. Administration of the Rent Board's Social Media Policy

A. Site Set-Up:

- a. Rent Board employees may not establish a Rent Board Social Media Site without prior approval of the Executive Director.
- b. If the Rent Board establishes a Rent Board Social Media Site, the Executive Director shall designate at least one Rent Board employee to manage and maintain the site (hereafter referred to as "Designated Employee") and at least one Rent Board employee to serve as backup (hereafter referred to as "Designated Backup Employee").
- c. Utilize the designated Executive Office email address to set up new sites and ensure the Designated Employee and Designated Backup Employee have access to this email account.
- d. Profile Standards:
 - i. Profile Name: Whenever possible, utilize "Berkeley Rent Board" as the profile name.
 - ii. Profile Images: Use the Berkeley Rent Board's Logo or choose images that relay information about the profile's purpose.
 - iii. Location: Berkeley, California
 - iv. Contact Info: List address, phone, email, and other contact options as available
 - v. Website: <https://rentboard.berkeleyca.gov/> or its successor website.
 - vi. Mandatory Guidelines for User-Generated Content: Somewhere on every social media site, link the most updated version of the Rent Board's Social Media Policy.

B. Site Maintenance:

- a. Change passwords minimum every 6 months.
- b. Only employees authorized by the Executive Director or the Designated Employee may create and post content on Berkeley Rent Board Social Media Sites.

- c. A Berkeley Rent Board employee will check the active social media sites each day that the Rent Board is open and respond to comments/interactions in a timely manner.
- d. The Executive Director will maintain the list of the Rent Board's Social Media sites.

C. Content Guidelines:

- a. Accessibility: All social media content will adhere to Web Content Accessibility Guidelines 2.1 Level AA to ensure that our educational content is accessible to people with disabilities. Board staff shall adhere to web accessibility best practices including using plain language, captioning for video/audio, and alternative text for images. Board staff will use social media as an open line of communication with the public to ensure that we are meeting the needs of the community and providing information that is accessible to all.
- b. The Berkeley Rent Board's website - <https://rentboard.berkeleyca.gov/> - or its successor website, will remain the Rent Board's primary and predominant Internet presence. Wherever possible, Rent Board Social Media Sites should link back to the Berkeley Rent Board's website for forms, documents, information, and other online services.
- c. Photos/Videos: Staff must secure waivers from individuals whose faces are clearly depicted in photos and videos. Photos and videos of Rent Board staff taken during the administration of their roles and responsibilities may be posted without obtaining waivers.
- d. Style: Written content should use plain language, proper grammar, and standard Associated Press style and should avoid jargon and abbreviation. Content should educate the public about their rights and responsibilities as well as Rent Board services, events, and agency news. Content should be regularly checked so that it remains up-to-date and relevant.
- e. Frequency of posting: Content should be posted on Rent Board Social media sites at a minimum frequency of once a week, or the site should be considered for deletion. The Rent Board will strive to post 3-5x per week. This posting schedule does not apply to the Rent Board's YouTube Channel.

- f. Content will be reviewed by at least one person who is not the content creator before being posted, as well as a content-expert when appropriate.
 - g. Rent Board staff shall use the Rent Board’s legal department for advice on any legal issue that might arise because of the use of social media and shall maintain maximum independence from the Berkeley City Manager, City Attorney, and City Council.
 - h. The Rent Board assumes full authority and control over Rent Board social media outlets and assumes full responsibility for said outlets.
- D. Interaction Guidelines:** This portion of the policy applies only to user-generated content that is not in violation with our policy, as outlined in the “Guidelines for User-Generated Content” section.
- a. The Rent Board will strive to respond to comments in a timely manner with appreciation or information.
 - b. Negative comments that include a valid question or concern for the Rent Board will be addressed in an empathetic and professional manner.
 - c. The Rent Board reserves the right to not interact/respond to user-generated content for any reason.
- E. Endorsements:** Social Media sites include various tools that endorse or validate posts by others, including but not limited to the ability to “follow,” “like,” or “favorite” (hereafter referred to as “follow”). The Rent Board Social Media accounts will not be used to endorse in this manner any political parties or campaigns of any sort, elected or appointed officials, candidates for public office, or ballot measures. Furthermore, the accounts shall not be used to endorse products or companies that seek commercial gain. Lastly, the Rent Board social media accounts will not follow individuals.

V. Guidelines for User-Generated Content

- A. Purpose:** The Rent Board has the right to set and enforce rules and regulations for the use of Rent Board Social Media Sites. Rent Board Social Media Sites are not traditional public forums, but rather methods for disseminating public information.

- B. Agreement to Conditions of Use:** By accessing, interacting with, or using any Rent Board Social Media Sites, User agrees to abide by these Conditions of Use.
- C. User-created Content:** All User-created Content is the sole responsibility of the User creating such Content. This means that each User, and not the Rent Board, is entirely responsible for all Content that they upload, post, email, or otherwise transmit via Rent Board Social Media Sites. The Rent Board does not guarantee the accuracy, integrity, or quality of such Content. Content posted by a User on any Rent Board Social Media Site reflects the opinion of the User only, and publication of any Content does not imply endorsement of, or agreement by, the Rent Board, nor does such Content necessarily reflect the opinions or policies of the Berkeley Rent Board. The Berkeley Rent Board assumes no liability regarding any event or interaction that takes place by participants on any Rent Board Social Media Site.
- D. Improper Use:** The following types of content are prohibited and will be removed without advance notice:
- a. Any material unrelated to the stated purpose of the Rent Board Social Media Site;
 - b. Content that violates any applicable federal, state or local law, including but not limited to the Electronic Communications Privacy Act of 1986;
 - c. Profane, obscene or pornographic content and/or language;
 - d. Content that promotes, fosters, or perpetuates discrimination on the basis of race, age, religion, gender, sexual orientation, or national origin;
 - e. Threats to any person or organization;
 - f. Defamatory statements as defined by applicable law;
 - g. Private, personal information published without the consent of the individual identified;
 - h. Content that violates the legal ownership interest of any other party;
 - i. Information that is likely to compromise the safety or security of the public or public systems;

- j. Solicitation of commerce, including but not limited to advertising of any business or product for sale; except as provided for on certain Social Media Sites and/or blogs;
- k. Content that intimidates or harasses, or is intended to do so;
- l. Advocacy with respect to specific political parties or candidates, whether local, state or national;
- m. Photos or other images that fall in any of the above categories; and
- n. Hyperlinks to material that falls in any of the above categories.

E. Termination; Suspension: The Rent Board has the right to terminate or suspend any User's access to Rent Board Social Media Sites immediately, without prior notice or a hearing, if such User violates any of the conditions identified herein.

F. Compliance with Law: Any violation of applicable federal, state, or local laws or regulations will be prosecuted. Illegal activity will be reported to proper legal authorities.

G. Privacy: Content posted on Rent Board Social Media Sites is not private and may be disclosed by the Rent Board at any time.

H. Entire Agreement; Severability; Waiver: These Conditions of Use comprise the entire agreement between User and the Rent Board regarding the use of Rent Board Social Media Sites. If any portion of these Conditions of Use is found to be unenforceable, the remainder shall continue in full force and effect. Failure on behalf of the Rent Board to enforce any of these Conditions shall not be considered a waiver.