



## RENT STABILIZATION BOARD

### Regular Meeting

Thursday, December 21, 2023 – 7:00 p.m.

**School District Board Room – 1231 Addison Street, Berkeley**

**Teleconference location: 1137 Regiment Drive NW, Acworth GA, 30101**

**Teleconference location: 1033 Earmark Lane, Castle Rock, CO, 80104**

### **PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED IN A HYBRID MODEL WITH BOTH IN-PERSON ATTENDANCE AND VIRTUAL PARTICIPATION.**

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

**To access this meeting remotely:** Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/81315510979?pwd=LytGV2RZUDNrNVI4NHRJWkhHcVhSUT09>. If you do not wish for your name to appear on the screen, then use the drop-down menu and click on "Rename" to rename yourself to be anonymous. To request to speak, use the "Raise Hand" icon by rolling over the bottom of the screen.

**To join by phone:** Dial 1-669-444-9171 and enter Webinar ID: 813 1551 0979 and Passcode: 101882. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Chair.

To submit a written communication for the Board's consideration and inclusion in the public record, please email [amueller@berkeleyca.gov](mailto:amueller@berkeleyca.gov) with the Subject line in this format: "RENT BOARD MEETING PUBLIC COMMENT ITEM." Please observe a 150-word limit. **Email comments must be submitted to the email address above by 4:00 p.m. on the day of the meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum apply for both in-person attendees and those participating by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting at the posted location(s). Questions regarding this matter may be addressed to DéSeana Williams, Executive Director, at (510) 981-7368 (981-RENT). The Rent Board may take action related to any subject listed on the Agenda.



### COMMUNICATION ACCESS INFORMATION:

This meeting is being held in a wheelchair accessible location. To request disability-related accommodation(s) to participate in the meeting, including auxiliary aids or services, please contact the Disability Services Specialist at (510) 981-6418 (voice) or (510) 981-6347 (TDD) at least three (3) business days before the meeting date.

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### AGENDA

\*Times allotted for each item are approximate and may be changed at the Board's discretion during the course of this meeting.

1. **Roll call** – 1 min.\*
2. **Land Acknowledgment Statement**: The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun- (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today. – 2 min.\*
3. **Approval of Agenda** – 1 min.\*
4. **Public Comment** – 2 min.\*
5. **SPECIAL ORDER OF BUSINESS** – 10 min.\*
  - a. Election of Rent Board Chair:  
The Executive Director conducts the election for the Board's Chair.
  - b. Election of Rent Board Vice-Chair:  
The newly-elected Chair conducts the election for the Board's Vice-Chair.
  - c. Comments from the newly-elected Chair and Vice-Chair
6. **CONSENT ITEMS** – 1 min.\*

- a. Approval of the November 16<sup>th</sup> regular meeting minutes
- b. Resolution 23-32 revising the Rent Board’s Records Retention Schedule (Executive Director) – TO BE DELIVERED
- c. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

**Ministerial Waivers**

Property Address

2715 GRANT  
1417 PRINCE  
2119 DELAWARE ST #B  
1341 ASHBY  
1619 FAIRVIEW  
3042 - 3048 WHEELER  
1202 CURTIS  
1643 PRINCE  
2541 DANA  
2515 REGENT  
2414 DWIGHT  
1913 BERRYMAN  
1782 UNIVERSITY  
1480 10TH

**Discretionary Waivers**

Waiver No.    Property Address

W5101	1865 EUCLID
W5102	3114-3120 MLK
W5103	3111 HARPER
W5104	1259 CARRISON
W5105	1313 MLK
W5106	1717 EUCLID
W5107	940 BANCROFT
W5108	2542 CHILTON

**7. ACTION ITEMS**

*from Board Members, Committees, Executive Director or Staff*

**Public comment will also be heard prior to the Board’s vote on each action item listed below – 1 min. per speaker\***

- a. Chair Update (Chair Simon-Weisberg) – 5 min.\*
  - (1) Status Report on the City of Berkeley Demolition Ordinance – TO BE DELIVERED
  - (2) New Rent Stabilization Ballot Measures Across the State
- b. Recommendation to adopt Resolution 23-33 establishing the 2024 Regular Rent Board Meeting Schedule (Executive Director) – 10 min.\* – TO BE DELIVERED
- c. Recommendation to adopt Resolution 23-34 authorizing the Executive Director or the Chair, in consultation with each other, to appeal decisions of the Zoning Adjustments Board or any Zoning Officer decision that allows for elimination of any residential rental units that are covered by rent stabilization or just cause for eviction (Chair Simon-Weisberg & Executive Director) – 10 min.\*
- d. Discussion and possible action to request that the 4 x 4 Committee recommend that Council place various Rent Ordinance Amendments on the November 2024 general election (General Counsel and Ad Hoc Committee to Consider Rent Ordinance Amendments at the 2024 November General Election) – 10 min.\*

**8. INFORMATION, ANNOUNCEMENTS AND ARTICLES/MEDIA**  
*from Board Members, Committees, Executive Director or Staff*

NOTE: The Board may vote to move Information Items to the Action calendar.

- a. Eviction Moratorium update – *Verbal* (Public Information Unit Manager) – 5 min.\*
- b. Date to submit agenda topics/items for January’s regular Rent Board meeting:  
**Will be announced following adoption of the Board’s 2024 Regular Meeting Schedule** (Board Secretary)

**9. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS**

- a. Budget & Personnel Committee (Commissioner Walker, Chair) – 5 min.\*  
Next regularly-scheduled meeting: Thursday, January 11, 2024 at 5:30 p.m.

December 14<sup>th</sup> agenda

- b. Environmental Sustainability Committee (Commissioner Martinac, Chair) – 5 min.\*  
Next regularly-scheduled meeting date: Wednesday, January 10, 2024 at 6:00 p.m.

- c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – 5 min.\*  
Next regularly-scheduled meeting: Tuesday, January 9, 2024 at 6:00 p.m.
- d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Commissioner Kelley, Chair) – 5 min.\*  
Next regularly-scheduled meeting: To Be Announced (TBA)
- e. Outreach Committee (Vice-Chair Alpert, Chair) – 5 min.\*  
Next regularly-scheduled meeting: Monday, January 8, 2024 at 6:00 p.m.
- f. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board – 5 min.\*  
(Mayor Arreguín and Chair Simon-Weisberg, Co-Chairs)  
Next regularly-scheduled meeting: Wednesday, January 24, 2024 at 3:00 p.m.
- g. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero) – 5 min.\*  
Next meeting date: Monday, December 18<sup>th</sup> at 5:30 p.m.

December 18<sup>th</sup> agenda

- h. Ad Hoc Committee to Consider Rent Ordinance Amendments at the 2024 November General Election (Commissioner Johnson, Chair) – 5 min.\*  
Next meeting date: TBA

December 12<sup>th</sup> agenda

- i. Updates and Announcements – 5 min.\*
- j. Discussion of items for possible placement on future agenda – 5 min.\*

**10. CLOSED SESSION** – Pursuant to California Government Code Section 54957(b)(1), the Board will also convene in closed session for a Public Employee Evaluation of Performance:

Title: General Counsel

## **11. ADJOURNMENT**

COMMUNICATIONS DISCLAIMER:

**Communications to Berkeley boards, commissions or committees are public record and will become part of the City’s electronic records, which are accessible through the City’s website.** Please note: e-mail addresses, names, addresses, and other contact

information are not required, but if included in any communication to a City board, commission or committee, will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, you may deliver communications via U.S. Postal Service to the secretary of the relevant board, commission or committee. If you do not want your contact information included in the public record, please do not include that information in your communication. Please contact the secretary to the relevant board, commission or committee for further information.



**RENT STABILIZATION BOARD**  
**Regular Meeting**  
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Thursday, November 16, 2023

7:00 p.m.

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### Minutes - *Unapproved*

1. **Roll call** – Chair Simon-Weisberg called the meeting to order at 7:06 p.m.  
Jen Fabish called roll.  
Commissioners Present: Alpert, Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg  
Commissioners Absent: None  
Staff present: Brown, Dahl, Eberhart, Ehlinger, Fabish, Williams
2. **Land Acknowledgment Statement:** The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun- (Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley’s landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley’s incorporation in 1878 and since the Rent Stabilization Board’s creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land, but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.

The Land Acknowledgement statement was played aloud.

3. **Approval of Agenda** – M/S/C (Alpert/Johnson) APPROVE THE AGENDA WITH THE FOLLOWING CHANGES: MOVE ACTION ITEM 7.a. TO IMMEDIATELY FOLLOW PUBLIC COMMENT; CONTINUE THE WAVIER FOR 3144-3120 MLK TO A FUTURE MEETING. Voice vote. Carried: 9-0-0-0.
4. **Public Comment** – *non*-agendized items. There were 24 speakers requesting that the Board adopt a resolution in support of a ceasefire in the Israel/Palestine conflict: Aliza Mazmi, Nickan Fayyazi, Russell Bates, Jamileh Ghanem, Sumaya Alwatib, Hussein Hessein, Mariam Hassane, Misha, Jonah Gottlieb, Mara Van Tassell, Jay Maytorena, Lew Williams, Monica, screen name Zahra Hatim, Mimi Ana, Fatima Sarah Khalid, Whitney Sparkd, Amyrah Doty, Cindy Shamban, Negeene Mosaed, Harman, Sameena Usman, and “N.” Additionally, three email comments were read into the record on this topic.



5. **Public Comment** – items on the agenda. “FranMok 1944 Curtis” spoke about waiver W5097.

6. **CONSENT ITEMS**

- a. Approval of the October 23<sup>rd</sup> special meeting minutes
- b. Proposal to approve staff recommendations on the following requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

**Ministerial Waivers**

Property Address

1609 BANCROFT WAY  
3033 HARPER ST  
3114-3120 MLK  
1935 ADDISON  
2425 EUNICE  
3081 BUENA VISTA  
1696 SACRAMENTO  
1735 6<sup>TH</sup>  
2240 ROSE  
2311 ACTON  
2207 BONAR  
1619 HARMON  
2236 8TH ST

**Discretionary Waivers**

Waiver No.    Property Address

W5093	2285 EUNICE
W5094	1530 BANCROFT
W5095	1507 HARMON
W5096	1120 CARLETON
W5097	1944 CURTIS
W5098	2632 WARRING #6
W5099	2911 LORINA
W5100	1110 & 1112 PARKER ST

M/S/C (Alpert/Mizell) APPROVE ALL CONSENT ITEMS AS WRITTEN, EXCEPT FOR THE WAIVER FOR 3114-3120 MLK THAT WAS CONTINUED TO A FUTURE MEETING. Voice vote. Carried: 9-0-0-0.

7. **ACTION ITEMS**

*from Board Members, Committees, Executive Director or Staff*

**Public comment will also be heard prior to the Board’s vote on each action item listed below – No speakers.**

- a. Chair Update (Chair Simon-Weisberg) – Per a prior vote of the Board, this item was heard after public comment. Chair Simon-Weisberg read into the record a letter addressed from her to the US President and other elected officials wherein she urged the officials to demand an immediate ceasefire in the Israel/Palestine conflict. No action was taken.
  1. Letter regarding the Alameda County Unlawful Detainer Calendar sent to The Honorable Charles Smiley on November 8, 2023 – Chair Simon-Weisberg discussed the letter. No action was taken.
- b. Recommendation to adopt Resolution 23-28 authorizing the Executive Director to execute a contract with BMI Imaging Systems for digital conversion of Rent Board property files for an amount not to exceed \$99,100 for a contract term through June 30, 2024 (Executive Director)

M/S/C (Kelley/Johnson) APPROVE RESOLUTION 23-28 AS WRITTEN. Voice vote. Carried: 9-0-0-0.

**8. INFORMATION, ANNOUNCEMENTS AND ARTICLES/MEDIA**

*from Board Members, Committees, Executive Director or Staff*

**ALL ITEMS BELOW WERE BRIEFLY MENTIONED OR DISCUSSED.  
UNDERLINED ITEMS HAVE ADDITIONAL COMMENTS.**

- a. Eviction Moratorium update – *Verbal* (Public Information Unit Manager)
- b. Owner Move-in Eviction Tracking Report (July 2020 - June 2023) (Eviction/Section 8/Foreclosure Committee)
- c. Summary of Ellis Act Evictions (1986 - June 30, 2023) (Eviction/Section 8/Foreclosure Committee)
- d. Commissioner attendance at Board and Committee meetings updated through the third quarter of 2023 (Board Secretary)
- e. November 8, 2023 *The Mercury News* article by Kate Talerico titled, “A ‘tsunami’ of eviction cases is hitting Alameda County. These elected officials are calling for a slowdown” (Chair Simon-Weisberg)  
<https://www.mercurynews.com/2023/11/08/a-tsunami-of-eviction-cases-is-hitting-alamedas-courts-these-elected-officials-are-calling-for-a-slowdown/>
- f. November 8, 2023 *NBCBayArea.com* article by Madison Fagundes titled, “Alameda County leaders raise alarm over rising eviction cases overwhelming

court system” (Chair Simon-Weisberg)  
<https://www.nbcbayarea.com/news/local/alameda-county-over-rising-eviction-cases-overwhelming-court-system/3365861/>

- g. October 25, 2023 *Berkeleyside* article by Commissioner Marrero titled, “Opinion: CPUC’s upcoming consumer solar vote would hurt renters, schools and farmers” (Commissioner Marrero)  
<https://www.berkeleyside.org/2023/10/25/opinion-cpucs-consumer-solar-vote-hurt-renters-schools-farmers>
- h. Date to submit agenda topics/items for December’s regular Rent Board meeting:  
**Monday, December 11<sup>th</sup> by 5:00 p.m.** (Board Secretary)

## **9. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS**

- a. Budget & Personnel Committee (Commissioner Walker, Chair) – Committee Chair Walker announced the next meeting will be in December.  
Next regularly-scheduled meeting: To Be Announced (TBA)
- b. Environmental Sustainability Committee (Commissioner Martinac, Chair) – Committee Chair Martinac reported that the Committee is reviewing data gathered by staff, and exploring how to build relationships with community groups and other City departments.  
Next regularly-scheduled meeting date: Wednesday, January 10<sup>th</sup>, 2024 at 6:00 p.m.

November 1<sup>st</sup> agenda

- c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – Committee Chair Elgstrand reported that the Committee continues to track eviction data, and is discussing potential changes to eviction notices.  
Next regularly-scheduled meeting: Tuesday, November 14<sup>th</sup> at 6:00 p.m.

November 14<sup>th</sup> agenda

- d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Commissioner Kelley, Chair) – Committee Chair Kelley reported that the Committee is currently in recess to avoid any conflicts with the Ad Hoc Committee considering amendments to the Rent Ordinance, and anticipates the Committee will reconvene in the new year.  
Next regularly-scheduled meeting: TBA
- e. Outreach Committee (Vice-Chair Alpert, Chair) – Committee Chair Alpert reported that the Committee is discussing design standards for Rent Board Outreach materials, including language access and other accessibility considerations.

Next regularly-scheduled meeting: Monday, November 13<sup>th</sup> at 6:00 p.m.

November 13<sup>th</sup> agenda

- f. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board – Chair Simon-Weisberg reported that the Committee’s proposed amendments to the Demolition Ordinance will be considered by Council soon.  
(Mayor Arreguín and Chair Simon-Weisberg, Co-Chairs)  
Next regularly-scheduled meeting: TBA

- g. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Chair TBA) – Commissioner Marrero mentioned the upcoming meeting date.  
Next meeting date: Monday, December 18<sup>th</sup> at 5:30 p.m.

- h. Ad Hoc Committee to Consider Rent Ordinance Amendments at the 2024 November General Election (Commissioner Johnson, Chair) – Committee Chair Johnson reported that the Committee is considering a number of potential amendments for the Rent Ordinance, some of which staff are researching.  
Next meeting date: Wednesday, November 15<sup>th</sup> at 5:30 p.m.

November 15<sup>th</sup> agenda

October 30<sup>th</sup> agenda

- i. Updates and Announcements – Commissioner Marrero provided an update on her work on the Regional Advisory Committee for the West, including that the Committee has identified opportunity gaps that include housing access.
- j. Discussion of items for possible placement on future agenda

**10. CLOSED SESSION** – Pursuant to California Government Code Section 54957(b)(1), the Board convened in closed session for a Public Employee Evaluation of Performance:

Title: General Counsel

Upon return from closed session, the Chair announced that no reportable action was taken.

**11. ADJOURNMENT** – M/S/C (Kelley/Alpert) ADJOURN THE MEETING. Voice vote. Carried: 9-0-0-0. The meeting adjourned at 9:39 p.m.



**Rent Stabilization Board  
Office of the Executive Director**

**DATE:** December 21, 2023

**TO:** Honorable Members of the Berkeley Rent Stabilization Board

**FROM:** DéSeana Williams, Executive Director

**SUBJECT:** ADOPTING A RESOLUTION APPROVING A REVISED RECORDS  
RETENTION SCHEDULE FOR THE RENT STABILIZATION BOARD

**Recommendation**

That the Board adopt a resolution approving a revised Records Retention Schedule to include both the electronic and offsite storage of Property Files.

**Background and Need for Rent Stabilization Board Action**

The City Council revised the Records Retention Schedule for all city departments on July 8, 2003. The Rent Board's Records Retention Schedules are approved by the Board due to its unique status as a separate, elected body. The Board adopted its original Records Retention schedule through Resolution 03-21.

The Board periodically reviews this policy and adopts new records retention procedures. The Rent Stabilization Board Records Retention Schedule was adopted on March 15, 2010, and revised on August 17, 2012 (see attached Resolution 12-17).

Approximately 9,400 original Property files stored in an extensive, intricate, concrete-bound filing system must be relocated. We are in the process of relocating our offices after thirty years, and converting these files to a digital format is far more efficient. Transporting the old filing system to our new workspace would be difficult and expensive, and the files take up a great deal of space that we had planned to use as office/cubicle space for staff.

The City Clerk maintains a secure space for various city departments' records, including petition files, administrative determination documents, registration documents, property information, legal documents, and policy papers. We currently use this secure storage space for a number of Rent Board documents. I propose storing all the original Property files offsite in the same secure location where other Rent Board and City archived records are kept.

All the original Property files will be scanned into and maintained in our database, and copies

will still be easily accessible by staff. Additionally, redacted copies (as required by California law) are kept in our property files.

While this item requires Board action, I hope it will be non-controversial.

The proposed Resolution and revised Records Retention Schedule clarify that original Property Files will be stored in the same offsite location as other records. This will ensure a systematic approach to managing the life cycle of Rent Stabilization Board records, sustaining compliance with state laws, and maintaining record-keeping guidelines.

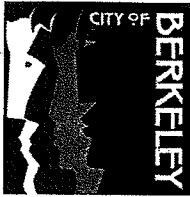
**Financial Implications**

We see no foreseeable fiscal impact with the adoption of this Resolution.

**Name and Telephone Number of Contact Person:**

DeSeana Williams, Executive Director (510) 981-4949

Attachment: Current Records Retention Schedule



City of Berkeley  
 Records Management Program  
 2180 Milvia Street  
 Berkeley, CA 94704

**COPY**

**RECORDS RETENTION SCHEDULE – RENT STABILIZATION BOARD**

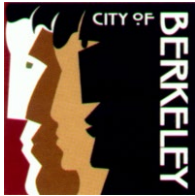
<b>DEPARTMENT DIRECTOR</b>	<b>RENT BOARD ATTORNEY</b>	<b>CITY CLERK</b>
<i>J. Kelekian</i>	<i>Matt Brown</i>	<i>Mark Numainville</i>
James Kelekian	Matt Brown	Mark Numainville

R/S ITEM NO.	RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION (IF APPLICABLE)	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
<b>RENT100</b>	<b>ADMINISTRATIVE SUPPORT</b>				
RENT101	<b>Project Files</b> Files created for current projects are moved to "History" files (see RENT103) for permanent retention after completion of project, if considered historic records.	2	None	2	Dept. Policy
RENT102	<b>Rent Stabilization Board - Agenda Packets</b>	5	PERM	PERM	Dept. Policy
RENT103	<b>Rent Stabilization Board - History Files</b> History of Rent Control	PERM	None	PERM	Dept. Policy
RENT104	<b>Rent Stabilization Board - Minutes</b>	PERM	None	PERM	GC34090
RENT105	<b>Rent Stabilization Board - Resolutions</b>	PERM	None	PERM	GC34090
RENT106	<b>Rent Stabilization Board - Audio &amp; Video Tapes</b>	5	None	5	Dept. Policy
<b>RENT200</b>	<b>LEGAL UNIT</b>				
RENT201	<b>Writs and Lawsuits - Litigation Files</b>	AS+3	None	AS+3	Dept. Policy
<b>RENT300</b>	<b>COMPLIANCE / REGISTRATION AND BILLINGS (C.R.A.B.S.)</b>				
RENT301	<b>Change and Credits (C/C's)</b> Receipts of payments for registration fees/penalties.	3	None	3	Dept. Policy
RENT302	<b>Compliance Review</b> Investigation of non-compliance with ordinance and administrative regulations.	5	None	5	Dept. Policy
RENT303	<b>Ellis Bill Evictions</b> Document on file pursuant to City Ordinance.	PERM	None	PERM	BMC 13.77
RENT304	<b>Escrow Payments</b> Payments made into Escrow Account for Hearing Examiner's report.	5	None	5	Dept. Policy
RENT305	<b>Penalty Waiver Request Log</b> Requests to have penalties forgiven.	3	None	3	Dept. Policy

R/S ITEM NO.	RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION (IF APPLICABLE)	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
RENT306	<b>Program Printouts</b> Annual master printout of debts to program and registration information (includes audit reports).	2	None	2	Dept. Policy
RENT307	<b>Registration Certificates</b> Backup file of all certificates of registration.	3	None	3	Dept. Policy
RENT308	<b>Superior Court, Municipal Court and Small Claims Lawsuits</b> Lawsuits filed to collect money owed program.	3	None	3	Dept. Policy
<b>RENT400</b>	<b>HEARINGS UNIT</b>				
RENT401	<b>Agreement and Hearing Tapes</b> Reproduction of petition hearing and agreements. <b>Retention Note:</b> Destroy 3 years after decision on petition.	3	None	3	Dept. Policy
RENT402	<b>Petition Files</b> Contains petition, documents, evidence, decisions and appeals. <b>Retention Note:</b> Return evidence after 4 years.	-	PERM	PERM	RSB Ordinance; BMC 13.76
<b>RENT500</b>	<b>PUBLIC INFORMATION</b>				
RENT501	<b>Property Files</b>	PERM	None	PERM	Dept. Policy
RENT502	<b>Vacancy Registration Form</b>	3	PERM	PERM	Dept. Policy
RENT503	<b>Certificate of Lawful Rent</b> Copies of all requests for certificates of lawful rent ceilings.	5	None	5	Dept. Policy

Retention Codes	
AA	After Audit
ACT	Active
AE	After Expiration
APO	After Payoff
AS	After Settlement
AT	After Termination
AV	Administrative Value
CL	Close/Completion
CYE	Current Year End
EL	Election
FYE	Fiscal Year End
MAX	Maximum
PERM	Permanent
US	Until Superseded





**City of Berkeley**  
 Records Management Program  
 2180 Milvia Street  
 Berkeley, CA 94704

## RECORDS RETENTION SCHEDULE – RENT STABILIZATION BOARD

DEPARTMENT DIRECTOR	RENT BOARD ATTORNEY	CITY CLERK
DéSeana Williams	Matt Brown	Mark Numainville

R/S ITEM NO.	RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION (IF APPLICABLE)	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
<b>RENT100</b>	<b>BOARD AND COMMITTEES</b>				
RENT101	<b>BOARD AGENDA PACKETS</b>				
RENT101a	July 17, 1980 to February 19, 1998 (HARD COPY)	N/A	PERM	PERM	Dept. Policy
RENT101b	March 2, 1998 to Present (ELECTRONIC)	PERM	None	PERM	Dept. Policy
RENT102	<b>COMMITTEE AGENDA PACKETS</b> <b>Retention Note:</b> with Brown Act posting declaration				
RENT102a	Prior to Jan. 2000 (HARD COPY)	N/A	PERM	PERM	Dept. Policy
RENT102b	Jan. 2000 to Present (ELECTRONIC)	PERM	None	PERM	Dept. Policy
RENT103	<b>BOARD-APPROVED MEETING MINUTES</b> <b>Retention Note:</b> Approved Committee Minutes are included in subsequent Board Agenda packets	PERM	None	PERM	GC34090, 34090.5
RENT103a	July 17, 1980 to November 20, 2000 (HARD COPY)	N/A	PERM	PERM	Dept. Policy
RENT103b	December 7, 2000 to Present (ELECTRONIC)	PERM	None	PERM	Dept. Policy
RENT104	<b>BOARD MEETING RECORDINGS (ELECTRONIC)</b> January 16, 2006 to Present	PERM	None	PERM	Dept. Policy
RENT105	<b>RESOLUTIONS (ELECTRONIC)</b>	PERM	None	PERM	GC34090, 34090.5
RENT106	<b>ADMINISTRATIVE DOCUMENTS (ELECTRONIC)</b> Membership rosters, historical data relating to Board and committee appointments and termination information.	CYE	PERM	PERM	Dept. Policy
RENT107	<b>PUBLIC NOTICES (ELECTRONIC)</b> Required notices published regarding certain Board actions.	PERM	None	PERM	Dept. Policy

<b>R/S ITEM NO.</b>	<b>RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION (IF APPLICABLE)</b>	<b>RETAIN IN OFFICE</b>	<b>STORAGE</b>	<b>DESTROY</b>	<b>STATUTORY REFERENCE</b>
<b>RENT200</b>	<b>ADMINISTRATION</b>				
RENT201	<b>GOALS AND OBJECTIVES (ELECTRONIC)</b> Department strategic planning, unit workplans, performance measures, agency goals and objectives.	CYE+2	None	CYE+2	GC 34090
RENT202	<b>POLICIES AND PROCEDURES (ELECTRONIC)</b> Documents pertaining to or arising from routine administration or operation of agency policies, programs, services, and projects.	US+3	None	US+3	Dept. Policy
RENT203	<b>CORRESPONDENCE AND INTERNAL MEMORANDUM – ADMINISTRATIVE (ELECTRONIC)</b> Documents pertaining to or arising from routine administration or operation of agency policies, programs, services, and projects.	CYE+2	None	CYE+2	Dept. Policy
RENT204	<b>PROJECT FILES – ARCHIVE (HARD COPY OR ELECTRONIC)</b> Summary files and documents from inactive projects that have been deemed useful for future agency work.	US+3	None	US+3	Dept. Policy
RENT205	<b>MINUTES – STAFF MEETINGS (ELECTRONIC)</b> Minutes of internal staff meetings.	AV	None	Max=2	Dept. Policy
RENT206	<b>ORGANIZATIONAL CHARTS (ELECTRONIC)</b>	US+5	None	US+5	Dept. Policy
RENT207	<b>DEEDS OF GIFT (ELECTRONIC)</b> Certificates of gifts to outside agencies of City of Berkeley records	PERM	None	PERM	Dept. Policy
RENT208	<b>RECORDS RETENTION SCHEDULE (ELECTRONIC)</b> The retention schedule is adopted by resolution; the record copy of the retention schedule and all amendments are maintained in the City Clerk resolution files; departments and divisions maintain current edition only	PERM	None	PERM	Dept. Policy
RENT209	<b>RECORDS DESTRUCTION DOCUMENTATION (ELECTRONIC)</b> Destruction certificates and logs of all records destroyed by the records center	PERM	None	PERM	Dept. Policy
<b>RENT300</b>	<b>PERSONNEL</b>				
RENT301	<b>EMPLOYMENT APPLICATIONS AND NOTES (HARD COPY)</b> Files related to candidates that are interviewed for positions.	CL+4	None	CL+4	GC 12946, 29 CFR 1602.31
RENT302	<b>PERSONNEL NOTES AND RECOLLECTIONS (ELECTRONIC OR HARD COPY)</b>	AT+4	None	AT+4	

R/S ITEM NO.	RECORD SERIES TITLE/SUBTITLE AND DESCRIPTION (IF APPLICABLE)	RETAIN IN OFFICE	STORAGE	DESTROY	STATUTORY REFERENCE
RENT303	<p><b>PERSONNEL FILES (HARD COPY)</b> Personnel records of individual employees regarding hiring, termination, transfer, performance evaluations, pay grade, position/job title, leaves of absence, name changes, and similar actions except those noted elsewhere in this schedule. Access is restricted to the individual employee, Executive Director, and Staff Attorneys. <b>Retention Note:</b> Records will be stored for AT+5 by Human Resources.</p>	AT+10	None	AT+10	GC 06250
RENT304	<p><b>DISCIPLINARY AND ADVERSE ACTION RECORDS (HARD COPY)</b> Records created by the Personnel Board or by HR or supervisory officers in considering or reconsidering an appeal, an adverse action against an employee. Due process prior to disciplinary action. Agency access is restricted to Executive Director and Staff Attorneys. <b>Retention Note:</b> Records will be stored permanently by Human Resources.</p>	CL+2	None	CL+2	29 CFR 1602.31 Dept. Policy
RENT305	<p><b>GRIEVANCE RECORDS (HARD COPY)</b> Records relating to the review of employee grievances against personnel policies, working conditions, etc. Agency access is restricted to Executive Director and Staff Attorneys. <b>Retention Note:</b> Records will be stored permanently by Human Resources.</p>	AS+2	None	AS+2	Dept. Policy
<b>RENT400</b>	<b>FISCAL</b>				
RENT401	<p><b>BUDGET DOCUMENTATION – WORKING DOCUMENTS (ELECTRONIC)</b> Records used exclusively for the preparation of budgets, including budget requests, justification statements, and similar documents</p>	PERM	-	PERM	GC 34090
RENT402	<p><b>BUDGET DOCUMENTATION – ADOPTED (ELECTRONIC)</b> Fund encumbrance and expenditure reports. Status report showing expenditures and encumbrances against a budget, i.e., Budget Performance Report</p>	PERM	-	PERM	GC 34090
RENT403	<p><b>PURCHASING RECORDS (HARD COPY)</b> Departmental requisitions, purchase orders, requests for encumbrance, warehouse requisitions</p>	FYE+2	PERM	PERM	Dept. Policy
RENT404	<p><b>TREASURY AND DEPOSIT RECEIPTS (HARD COPY)</b> Receipts of payments for registration fees and penalties.</p>	FYE+2	PERM	PERM	Dept. Policy
RENT405	<b>PAYROLL REPORTS AND RELATED RECORDS</b>	FYE+2	FYE+5	FYE+5	GC 34090

RENT406	<b>EMPLOYEE TIME SHEETS/CARDS (HARD COPY)</b> Includes applications for leave of absence requests. Retain for audit and FEMA reports.	AA+2	AA+4	AA+6	GC 34090, 29 CFR 516.2, 26 CFR 31.6001(e)(2)
RENT407	<b>TRAVEL RECORDS (HARD COPY)</b>	CYE+2	None	CYE+2	GC 34090
RENT408	<b>DEPARTMENT COPY OF CONTRACTS, LEASES, MOUS, AGREEMENTS (HARD COPY)</b> Includes contracts for services, equipment, supplies, etc.	AE+2	PERM	PERM	Dept. Policy
RENT409	<b>ESCROW PAYMENTS</b> Records related to payments made into Escrow Account	3	PERM	PERM	Dept. Policy
<b>RENT500</b>	<b>POLICY/LEGAL</b>				
RENT501	<b>REPORTS AND STUDIES (NON-FISCAL)</b> Reports or studies submitted to the Board related to goals of the Rent Stabilization and Eviction for Good Cause Ordinance. <b>Retention Note:</b> Significant reports/studies, which have importance, should be kept permanently for historical reference. Electronic storage acceptable.	20	None	20	Dept. Policy
RENT502	<b>ORDINANCES AND REGULATIONS (ELECTRONIC)</b> Any changes to the Rent Stabilization and Eviction for Good Cause Ordinance and related regulations.	PERM	None	PERM	Dept. Policy
RENT503	<b>EVICTIONS RELATED TO ELLIS ACT AND OWNER MOVE-IN (ELECTRONIC)</b> Documents on file pursuant to City Ordinance.	PERM	None	PERM	BMC 13.77, BMC 13.76.130 A.9.
RENT504	<b>COMPLIANCE REVIEW/INVESTIGATIONS (ELECTRONIC)</b> Investigation of non-compliance with ordinance and administrative regulations	10	PERM	PERM	Dept. Policy
RENT505	<b>LITIGATION CASES</b>				
RENT505a	<b>CASE FILES (HARD COPY)</b> <b>Retention note:</b> Significant cases, which have importance or set legal precedence, should be kept permanently for historical reference. Electronic storage acceptable.	AE+3	PERM	PERM	42 USC 1983; GC 6254
RENT505b	Memorandums of points & Authorities (Electronic)	PERM	None	PERM	Dept. Policy
RENT506	<b>SUPERIOR COURT, MUNICIPAL COURT, SMALL CLAIMS LAWSUITS (HARD COPY)</b> Lawsuits filed to collect money owed program				
RENT506a	Satisfied judgment	AS+3	PERM	PERM	Dept. Policy
RENT506b	Unsatisfied judgment, liens, lien renewals, related correspondence	PERM	None	PERM	Dept. Policy
RENT507	<b>PUBLIC RECORDS REQUESTS (ELECTRONIC)</b>	CL+2	None	CL+2	GC 34090

	Department and public requests for records. Includes original request, correspondence and other documentation relating to the request, complex research compilations prepared for administrative requests, audits and litigation support, and Public Record Act (PRA) requests <b>Retention Note:</b> As of December 2020, RSB uses the City's NextRequest system to track PRA requests electronically.				
<b>RENT600</b>	<b>Hearings/Mediations</b>				
RENT601	Hearing recordings	3	None	3	Dept. Policy
RENT602	<b>PETITION FILES (ELECTRONIC)</b> Contains petition, documents, investigation reports, electronic images of physical evidence presented at hearing, decisions, and appeals. <b>Retention Note:</b> If decision is appealed, litigation case retention policy supersedes.	1	None	PERM	RSB Ordinance; BMC 13.76
RENT603	<b>MEDIATION FILES (ELECTRONIC)</b> Contains mediation request form, case notes, correspondence, signed settlement agreement.				
	Hard Copy	2	None	PERM	Dept. Policy
		PERM	None	PERM	Dept. Policy
<b>RENT700</b>	<b>REGISTRATION</b>				
RENT701	<b>PASS-THROUGH FILES</b>				
RENT701a	Notice of pass-through, request for reimbursement (HARD COPY OR ELECTRONIC)	FYE+2	None	CYE+2	Dept. Policy
RENT701b	Pass-through summary spreadsheet (ELECTRONIC)	PERM	None	PERM	Dept. Policy
RENT702	<b>REGISTRATION STATEMENTS AND RELATED DOCUMENTS (ELECTRONIC)</b> Vacancy registration form, initial and amended registration statements, unit status forms, and penalty waiver requests and decisions	PERM	None	PERM	Dept. Policy
<b>RENT800</b>	<b>PUBLIC INFORMATION</b>				
RENT801a	<b>PROPERTY FILES PRIOR TO 1/1/2024 (HARD COPY)</b> Including registration statements, certificates of lawful rent, eviction notices and related documentation, penalty waiver requests and decisions, RSB correspondence, Housing Code Enforcement reports <b>Retention note:</b> As of 12/31/2023, hard copy property files will be digitally converted. After (1/1/2024), items historically kept in hard copy property files will follow their own retention schedule.	1	PERM	PERM	Dept. Policy
RENT801b	<b>PROPERTY FILES (ELECTRONIC)</b> Including registration statements, certificates of lawful rent, eviction notices and related	PERM	None	PERM	Dept. Policy

	documentation, penalty waiver requests and decisions, RSB correspondence <b>Retention Note:</b> As of (1/1/2024), digital property file contents noted above are stored and accessed via our internal database. Prior to 1/1/2024, items historically kept in hard copy property files had their own retention parameters.				
RENT802	<b>WORKSHOPS, SEMINARS/WEBINARS (ELECTRONIC)</b>	US	None	US	Dept. Policy
RENT803	<b>INFORMATIONAL MATERIALS/MAILINGS</b> Mailings (hard copy and electronic) <b>Retention Note:</b> Retain one hard copy permanently for historical reference.	CYE+2	None	CYE+2	Dept. Policy
RENT804	<b>FORMS AND INFORMATIONAL MATERIALS (ELECTRONIC)</b> <b>Retention note:</b> Forms, handouts, checklists, informational packets.	US	None	US	Dept. Policy
RENT805	<b>APPARENT LAWFUL RENT CEILING (ELECTRONIC)</b> Summary of unit status most recently reported to RSB and mailed to tenants and property owners	PERM	None	PERM	Dept. Policy
RENT806	<b>CERTIFICATE OF LAWFUL PERMISSIBLE RENT LEVEL (ELECTRONIC)</b> Copies of all requests for and determinations of certificates of lawful permissible rent levels	PERM	None	PERM	Dept. Policy

Retention Codes	
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## RESOLUTION 23-32

### **ADOPTING A REVISED RENT STABILIZATION BOARD RECORDS RETENTION SCHEDULE TO STORE ORIGINAL PROPERTY FILES IN ELECTRONIC FORMAT AND IN A SECURE OFFSITE SPACE WHERE OTHER RENT BOARD RECORDS ARE CURRENTLY STORED**

BE IT RESOLVED BY the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, a system for managing the Rent Stabilization Board's information assets, including records retention schedules for the final disposition and scheduled destruction of records and working papers that are no longer needed for administrative, legal, fiscal, historical, or research purposes was adopted on September 4, 2003 by Board Resolution Number 03-21 and modified by Board Resolution Number 10-03 and Board Resolution Number 12-17; and

WHEREAS, the Rent Stabilization Board stores a number of older records in a secure offsite space maintained by the City Clerk for the Rent Board and other city departments; and

WHEREAS, the Board is converting all existing paper property files to a digital format and will require the relocation of the historical hard copy property files to off-site storage prior to the Rent Board office relocation; and

WHEREAS, having original property files available and stored digitally will provide staff easy access to all the files in a central electronic database, that can recall all files quickly and efficiently making them more accessible for the public to view when requested; and

WHEREAS, the Board must approve any changes to the current Records Retention Policy that does not include storing property files electronically or offsite.

NOW THEREFORE, BE IT RESOLVED that the Board authorizes the Executive Director to permanently relocate all documents as prescribed in the modified records retention schedule to a secure offsite space maintained by the City Clerk where other Rent Board records are currently stored.

Dated: December 21, 2023

Adopted by the Rent Stabilization Board by the following vote:

Yes:

No:

Abstain:

Absent:

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Leah Simon-Weisberg  
Chair, Rent Stabilization Board

Attest: \_\_\_\_\_  
DéSeana Williams, Executive Director



Rent Stabilization Board

## **RENT STABILIZATION BOARD**

DATE: December 21, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

BY: Amanda Eberhart, Registration Unit Manager

SUBJECT: Request for waiver of late registration penalties

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### **Recommendation:**

That the Board approves the attached recommendations.

### **Background and Need for Rent Stabilization Board Action:**

The Board's penalty waiver process is governed by Regulations 883, 884, and 885. Regulation 883 lists the grounds for administrative waivers. In accordance with Regulation 884, the Executive Director reviews waiver requests that do not meet the criteria for an administrative waiver. Regulation 884 lists 12 categories, which will require a review of the totality of the circumstances by the full Board prior to granting any waiver request. Waivers that require a review of the totality of the circumstances are listed below as a "Discretionary Waiver." If none of the 12 listed categories apply to the property, the waiver shall be granted/denied in a ministerial manner based upon the formula outlined in Regulation 884(C). The Board may only alter these ministerial waivers if the staff has incorrectly applied the criteria listed in Regulation 884 (B) (1-12).



**Ministerial Waivers**

In accordance with Regulation 884, the Executive Director reviews waiver requests that do not meet the criteria enumerated in Regulation 883. The following waiver request will be decided Ministerially unless the Board has reason to believe the underlying basis of the recommended assessment is inappropriate. Please see the attached Ministerial Waiver Analysis and Recommendation for additional details.

Waiver	Property Address	Owner	Penalty Assessed	Penalty Waived	Penalty Imposed
	2715 GRANT	HE CAL AGENTS REALTY, INC	668.00		668.00
	1417 PRINCE	HERBERT KING	542.00		542.00
	2119 DELAWARE ST #B	HELEN YA ZHAO	120.00		120.00
	1341 ASHBY	HAYAT MARIANI	178.00	178.00	
	1619 FAIRVIEW	GARY E. & CARMN H WON	3,160.00	3,160.00	
	3042 - 3048 WHEELER	VASILIOS & WENDY KINIRIS	1,160.00	464.00	696.00
	1202 CURTIS	PABLO TELLO	580.00	580.00	
	1643 PRINCE	BUENA VISTA AVE LLC	1,500.00	1,200.00	300.00
	2541 DANA	JENGYU WANG WEIGUANG NIU	-	-	-
	2515 REGENT	SAHIL MEHTA	500.00	500.00	
	2414 DWIGHT	SAHIL MEHTA	1,750.00	1,750.00	
	1913 BERRYMAN	ABDUL GASSAMA	750.00	750.00	
	1782 UNIVERSITY	1776 UNIVERSITY AVE LLC	878.00		878.00
	1480 10TH	GRACE ERGENBRIGHT	540.00	540.00	
<b>TOTAL</b>			12,326.00	9,122.00	3,204.00

**Financial Impact: Ministerial Waivers**

Approval of the Executive Director’s recommendations will decrease the Board’s current accounts receivable by **\$9,122.00**.

**Discretionary Waivers**

Staff recommendations are attached and presented to the full Board for approval for the waiver requests listed below. With respect to these cases, the determination of good cause to waive some or all of the penalties depends on the totality of the circumstances.

Waiver	Property Address	Owner	Penalty Assessed	Penalty Waived	Penalty Imposed
W5101	1865 EUCLID	1865 EUCLID LLC	12,000.00	12,000.00	
W5102	3114-3120 MLK	CINDY ZHANG	2,000.00	1,600.00	400.00
W5103	3111 HARPER	JONNA BROWN	870.00	870.00	
W5104	1259 CARRISON	MURTHY SAMA	1,000.00	1,000.00	
W5105	1313 MLK	EULA LEKAS	2,320.00		2,320.00
W5106	1717 EUCLID	EULA LEKAS	3,480.00		3,480.00
W5107	940 BANCROFT	JASON BOYTE	1,250.00	1,250.00	
W5108	2542 CHILTON	STEVEN CHAN	300.00	300.00	
<b>TOTAL</b>			23,220.00	17,020.00	6,200.00

**Financial Impact: Discretionary Waivers**

Approval of the Executive Director’s recommendations will decrease the Board’s current accounts receivable by **\$17,020.00**.

**Name and Telephone Number of Contact Person:**

DéSeana Williams, Executive Director  
 Rent Stabilization Board  
 2125 Milvia Street, Berkeley, CA 94704  
 (510) 981-7368

## Ministerial Waiver Recommendation and Analysis

Address	Details
2715 GRANT	<p>The duplex located at 2715 Grant has been owed by the current owner since 2018. Unfortunately, there are not five years of fiscal history to review. This property was owner-occupied and exempt from the registration requirement of the ordinance. The property manager states in their waiver that, “They registered the tenancy for this property on March 3, 2022 and never received confirmation”. The property manager included a copy of the payment they made in March 2023. A search of Rent Board records will show the penalties incurred on the account were for late tenancy registration. On January 31, 2023, the property manager informed the Rent Board that a new tenancy had started at 2715 Grant. Staff notes, the tenancy update was made in the Rent Registry portal by the property manager. Rent Board records will show this unit had been owner occupied and has been exempt from the registration requirement of the ordinance since 1980. The Ordinance instructs property owners to update the Rent Board on any change in status to the property within 60 days to avoid penalties. In this case, the new tenancy that started at 2715 Grant had a start date of 3/1/2022. In order for the property to not incur registration fees, this new tenancy would have had to register with the Rent Board no later than 5/1//2022. Unfortunately, this unit was registered on January 31, 2023. The property was charged \$668 in penalties for the late registration of unit at 2715 Grant. Regrettably, the penalties assessed to the account are accurate based on the tenancy start date. Staff recommends denying the penalty waiver.</p>
1417 PRINCE	<p>The duplex located at 1417 Prince has been owed by the current owner since 1996. Unfortunately, there are not five years of fiscal history to review. This property was owner-occupied and exempt from the registration requirement of the ordinance. The property owner states in their waiver that, “His wife handled all the residential property transactions. He tried to handle everything himself but was unaware of the registration fee”. The property owner also states that, “ they also thought they were exempt from RHSP and never received a billing statement”. A search of Rent Board records will show the penalties incurred on the account were for late tenancy registration. On March 3, 2023, the property owner informed the Rent Board that a new tenancy had started at 1417 Prince St, unit NA. Rent Board records will show this unit had been owner occupied and has been exempt from the registration requirement of the ordinance since 1996. The Ordinance instructs property owners to update the Rent Board on any change in status to the property within 60 days to avoid penalties. In this case, the new tenancy that started at 1417 Prince St, unit NA had a start date of 6/1/2022. In order for the property to not incur registration fees, this new tenancy would have had to register with the Rent Board no later than 8/1//2022. Unfortunately, this unit was registered on March 21, 2023. The property was charged \$542 in penalties for the late registration of unit at 1417 Prince St, unit NA. Regrettably, the penalties assessed to the account are accurate based on the tenancy start date. Staff recommends denying the penalty waiver.</p>

## Ministerial Waiver Recommendation and Analysis

<p>2119 DELAWARE ST #B</p>	<p>The condo at 2119 Delaware St # B has been owed by the current owner since 2021. Unfortunately, there are not five years of fiscal history to review. The property owner states in their waiver that “before August 2022, the unit was inhabited by their son and that there should be no prior fee for that tenancy.” The property owner also states that “from Aug 2022 until now, there should be no penalty fee because they turned in the necessary forms to register the tenancy and received no notice indicating fees were due”. The property owner is also requesting a refund of \$240. The property manager included a copy of the bill showing \$120 in prior registration fees, \$120 in previous penalties, and \$178 in current year fees. The receipt shows \$418 paid to the Rent Board on 6/23/23. Additionally, the property owner submitted the lease for unit B, confirming a tenancy start date of 8/5/2022. A search of Rent Board records will show the penalties incurred on the account were for late tenancy registration. On June 23, 2023, the Rent Board received a new Vacancy Registration Form (VR) stating that a new tenancy had started at 2119 Delaware St # B. Staff notes a registration admin logged the tenancy on the same day the VR was submitted. Historical Rent Board records will show this unit had been Costa Hawkins exempt from the registration requirement of the ordinance since 2008. The Ordinance instructs property owners to update the Rent Board on any change in status to the property within 60 days to avoid penalties. In this case, the new tenancy that started at 2119 Delaware St # B began on 8/5/2022. This new tenancy would have had to register with the Rent Board by 10/5/2022 for the property not to incur registration penalties. Unfortunately, the VR for this unit was registered on June 23, 2023. The property was charged \$240 in prorated fees and penalties for the late registration of unit B at 2119 Delaware St. Regrettably, the pro-rated registration fees and penalties assessed to the account are accurate based on the tenancy start date and when the Rent Board received documentation of the new tenancy. Staff recommends denying the penalty waiver.</p>
<p>1341 ASHBY</p>	<p>The single-family home at 1341 Ashby has been owned by the current owner since 2003. Unfortunately, there are not five years of fiscal history to review. The property registered for the property paid registration fees for the first time in 2023. The owner also states that “they were eight days late, but to impose a 100% penalty for eight days is not right”. Per regulation 883 H, this property qualifies to have 100% of the penalty waived because the payment Of the registration fee due on July 1st is made without deliberate delay by September 30th of the same year, and all other balances due are paid within that time; the executive director will waive the penalties based on a landlord's payment history. For the first late payment within the prior six years, 100% of the penalty is waived. Staff recommends waiving 100% of the penalty.</p>
<p>1619 FAIRVIEW</p>	<p>The quadruplex located at 1619 Fairview has been owned by the current owner since 2017. In the last five fiscal years, the property owner has paid the registration fees late for the 17/18, 18/19, and 19/20 registration cycles. The property qualified for automatic waivers in the 17/18 and 18/19 cycles. Also in the 20/21 registration cycle, the property owner submitted a waiver that was also granted by the Board. The owner also states in their waiver that “they attempted to pay the fees online, but was unable to set up the account. They emailed the registration unit and did not receive a reply”. A search of Rent Board records will show, that the assigned Registration Admin was not able to respond to the technical assistance request before the deadline. Per regulation 883 G, this property qualifies to have 100% of the penalty waived because other errors in billing or reconciling accounts are directly attributable to the Rent Board or City Staff. Staff recommends waiving 100% of the penalty.</p>

## Ministerial Waiver Recommendation and Analysis

3042-3048 WHEELER	The quadruplex located at 3042-3048 Wheeler has been owned by the current owner since 2004. In the last five fiscal years, the property owner has paid the registration fees late for the 17/18, and 18/19 registration cycles. The property received COVID-19 Amnesty for the 21/22 registration cycle and paid the 23/24 registration fees on 7/20/23. The owner states in their waiver that “they missed the deadline and did not notice the high penalty. They usually pay on time and are requesting a one-time waiver”. The owner also states in their waiver, “They attempted to pay online but the portal was not working and they forgot about it afterward”. Per regulation 884 C, this property qualifies to have 40% of the penalty fees waived for the fourth late payment in 5 years. Staff recommends waiving 40% of the penalty.
1202 CURTIS	The duplex located at 1202 Curtis St has been owned by the current owner since 1997. In the last five fiscal years, the property owner has not paid any registration fees late. The owner states in their waiver that “they did not get a bill and on top of that had been hospitalized twice”. Staff notes, that the property owner did not include any additional documentation for the Board to review. Per regulation 884 C, this property qualifies to have 100% of the penalty fees waived for no late payments in the last five years. Staff recommends waiving 100% of the penalty
1643 PRINCE	The multi-residential property located at 1643 Prince has been owned by the current owner since 2018. In the last five fiscal years, the property owner has paid the registration fee late twice in both the 19/20 and 22/23 registration cycles. The owner states in their waiver that “they did not receive an invoice because it was mailed to an old address”. A search of Rent Board records will show the billing contact designated in the Rent Registry portal to receive notices and billing statements is the ‘Primary Owner’. Rent Board records will also show that the address, email, and phone number for the primary owner are the same in the Rent Registry portal and the Rent Board historical database. Staff notes, that the only indication of a different address the Rent Board received is on the waiver form. Staff also notes that the ordinance instructs property owners to notify the Rent Board within 60 days of any change in property status to avoid incurring penalties on the account. Per regulation 884 C this property qualifies to have 80% of the penalties waived for two late payments within the last five fiscal years. Staff recommends waiving 80% of the penalty.
2541 DANA	The quadruplex located at 2541 Dana has been owned by the current owner since 2022. Unfortunately, there are not five years of fiscal history to review for this property. The owner states in their waiver that “they Bought the property on February 16, 2022, and started their renovation right after. They never received any billing statement from the Rent Board on this property until April 4, 2023.” Staff notes, that the property owner submitted no additional documentation for the board review and that the registration cycle is from July 1st to June 30th of each year. A search of Rent Board records will show that on June 1, 2023, new tenancy information was entered for units 1, 3, and NA. The property owner was charged a pro-rated fee of 21 dollars for each unit for the last month of the 22/23 registration cycle totaling \$63. There were no penalties charged to the account and the pro-rated charges are correct based on the tenancy start date. No action is necessary at this time.

## Ministerial Waiver Recommendation and Analysis

2515 REGENT	The triplex located at 2515 Regent has been owned by the current owner since 2022. Unfortunately, there are not five years of fiscal history to review for this property. The owner states in their waiver that “The billing statements were sent to the wrong address”. A search of Rent Board records will show an error in the contact details for the historical database. Unfortunately, the error transferred to the current Rent Registry Portal and impacted the billing statement being mailed. Per regulation 883 G, this property qualifies to have 100% of the penalties waived because other errors in billing or reconciling accounts are directly attributable to the Rent Board or City Staff. Staff recommends waiving 100% of the penalty.
2414 DWIGHT	The multi-residential property located at 2414 Dwight has been owned by the current owner since 2020. Unfortunately, there are not five years of fiscal history to review for this property. The owner states in their waiver that “The billing statements were sent to the wrong address”. A search of Rent Board records will show an error in the contact details for the historical database. Unfortunately, the error transferred to the current Rent Registry Portal and impacted the billing statement being mailed. Per regulation 883 G, this property qualifies to have 100% of the penalties waived because other errors in billing or reconciling accounts are directly attributable to the Rent Board or City Staff. Staff recommends waiving 100% of the penalty.
1913 BERRYMAN	The quadruplex located at 1913 Berryman has been owned by the current owner since July 20, 2022. Unfortunately, there are not five years of fiscal history to review for this property. The owner states in their waiver that “They bought the property at the end of July and the first notice they received from the Rent Board was the penalty bill in September”. Staff confirmed the date of closing and noted that based on the closing date the property owner would not have had sufficient notice to pay the registration fee. Per regulation 883 G, this property qualifies to have 100% of the penalties waived because other errors in billing or reconciling accounts are directly attributable to the Rent Board or City Staff. Staff recommends waiving 100% of the penalty.
1782 UNIVERSITY	The property located at 1782 University has been owned by the current owner since December 2021. Unfortunately, there are not five years of fiscal history to review. This property was owner-occupied and exempt from the registration requirement of the ordinance. The owner states in their waiver that, “The property was owner-occupied by the previous owner. When the new owner took over the property they did not know the property had to be registered with the Rent Board”. A search of Rent Board records will show the penalties incurred on the account were for late tenancy registration. On July 11th, the property owner informed the Rent Board that a new tenancy had started at 1782 University. Rent Board records will show this unit had been owner-occupied and has been exempt from the registration requirement of the ordinance since 1994. The Ordinance instructs property owners to update the Rent Board on any change in status to the property within 60 days to avoid penalties. In this case, the new tenancy that started at 1782 University had a start date of 8/1/2022. For the property to not incur registration fees, this new tenancy would have had to register with the Rent Board no later than 10/1/2022. Unfortunately, this unit was registered on July 11, 2023. The property was charged \$878 in penalties for the late registration of unit NA at 1782 University. Regrettably, the penalties assessed to the account are accurate based on the tenancy start date. Staff recommends denying the penalty waiver.

## Ministerial Waiver Recommendation and Analysis

1480 10TH	<p>The single-family home located at 148010th has been owned by the current owner since 2011. Unfortunately, there are not five years of fiscal history to review. This property previously had a section 8 tenancy and was exempt from the registration requirement of the ordinance since 1996. The owner states in their waiver that, "The City was mailing bills to the tenants and that the City failed to reach out to the owner or management to deliver the invoices. No attempt was made to reach the owner via phone or email. As soon as K&amp;S heard of the delinquency payment was made promptly". Staff notes, that no additional documentation was submitted for the Board's review and that the Ordinance instructs property owners to update the Rent Board on any change in status to the property within 60 days to avoid penalties on the account. This includes changes in ownership. Additionally, it is not the Rent Board's responsibility or policy to reach out to property owners when properties have sold. A search of Rent Board records will show the Rent Registry has no tenant names listed in the portal. No billing statements were addressed to the tenants living on the property. The billing statements were addressed to the prior owner. Rent Board will also show that on 8/25/21, the former property owner added a unit to the property and was charged a pro-rated fee. Regrettably, the pro-rated fee was not paid by the former property owner within 60 days, and was charged a penalty of \$240. A review of the property records will also show, the 22/23 registration statements were sent to the prior owner. The Rent Board ordinance charges an additional penalty every 6 months if the registration fee remains unpaid. Staff notes the 22/23 registration statements were mailed to the former property owner and payment of those fees was not received until March 2023 when the current owner paid. Per regulation 884 C, this property qualifies to have 100% of the penalties waived for no late payments on the property in the last five fiscal years. Staff recommends waiving 100% of the penalty.</p>
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**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5101	<b>Property address:</b> 1865 EUCLID AVE BERKELEY	<b>Transferred:</b> 11/02/2021
<b>Exempt units (as of February 2021):</b> None		
<b>Owner(s):</b> 1865 EUCLID LLC	<b>Waiver filed by:</b> PROPERTY MANAGER	<b># of Units:</b> 24
<b>Other Berkeley rental property owned:</b> 2398 PARKER ST BERKELEY CA 94704, 1717 OXFORD ST BERKELEY CA 94709, 2525 BENVENUE AVE BERKELEY CA 94704, 2644 DWIGHT WAY BERKELEY CA 94704, 2501 BENVENUE AVE BERKELEY CA 94704, 2437 PIEDMONT AVE BERKELEY CA 94704, 2539 COLLEGE AVE BERKELEY CA 94704, 2750 DWIGHT WAY BERKELEY CA 94704		

**Late payment/penalty history:** The property has made no late payments since the 2008-09 registration cycle.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

<b>Reason for Penalties:</b> Owns or manages more than 11 units						
Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY2022-23	24	\$0.00	-	\$12,000.00	\$0.00	\$12,000.00
<b>Totals</b>				<b>\$12,000.00</b>	<b>\$0.00</b>	<b>\$12,000.00</b>

**Grounds under Regulation 884(B):** (6) The landlord requesting the waiver owns or manages 11 or more rental units

**Good cause claimed by owner:** The former owner never forwarded the registration documents.

**Recommendation:** Staff recommends waiving 100% of the penalty fee.

**Staff Analysis:** The multi-residential property located at 1865 Euclid Ave has been owed by the current owner since November 2021. In the last five registration cycles, this property has not paid late. The property manager states in their waiver that, "The former owners never forwarded any communication regarding registration". A search of Rent Board records will show the penalties incurred on the account were for non-payment of the 22/23 registration fees. Staff notes as of July 2023, there are no outstanding registration fees



on the account. Per regulation 884 B (6) this waiver qualifies as discretionary because the landlord requesting the waiver owns or manages 11 or more units. Staff recommends waiving 100% of the penalties for this account for no late payments since the 2008-2009 registration cycle.

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JUL 10 2023

Initial: \_\_\_\_\_  
Berkeley Rent Board

**Request for Waiver of Late Registration Penalties**

*Please Read Important Information on Page 2*

Property Address: 1865 Euclid Ave.

Owner: 1865 Euclid LLC

Date of acquisition, if new owner: November 2, 2021

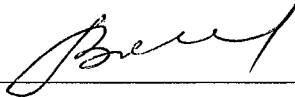
Name & relationship of person filing request, if not owner: Olga Volodina - Accountant

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

We took ownership of this property towards the end of 2021. The previous ownership never forwarded any mail regarding Registration fees and we did not receive any despite the transfer of ownership occurring more than 7 months prior to the due date. We manage several properties in Berkeley and historically pay on time and register our rents as required. In other words, please accept that there is was no fraudulent intent or willful disregard for the truth. It was simply an administrative oversight. So we ask that you please waive the late fees. Thank you for your time.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 07/10/2023

Signature: 

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: olga@squareonemanagement.com

Mailing Address: 2040 Bancroft Way Suite 301, Berkeley, CA 94704

Phone Number: 510-900-5202

Fax Number: N/A

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5102	<b>Property address:</b> 3114 MLK JR WAY BERKELEY	<b>Transferred:</b> 12/30/2021
<b>Exempt units (as of February 2021):</b> None		
<b>Owner(s):</b> CINDY ZHANG	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 4
<b>Other Berkeley rental property owned:</b> None		

**Late payment/penalty history:** No registration payment was received for the 22/23 registration cycle.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

**Reason for Penalties:** New Owner

Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY2022-23	4	\$0.00	-	\$2,000.00	\$0.00	\$2,000.00
<b>Totals</b>				<b>\$2,000.00</b>	<b>\$0.00</b>	<b>\$2,000.00</b>

**Grounds under Regulation 884(B):** None

**Good cause claimed by owner:** The owner was unaware of the Registration Requirement of the Ordinance.

**Recommendation:** Staff recommends waiving 50% of the penalties

**Staff Analysis:** The four-unit property located at 3114-3120 MLK Jr Way is a fully covered property that has been owned by the current owner since 2021. The owner states in their waiver "They are new property owners and the letter dated April 10, 2023, is the first time we were informed about the required annual payments to the Rent Board". They also stated in their waiver, "We feel strongly that we should not be penalized for the previous owner's negligence and failure to pay." Unfortunately, the property owner submitted no additional documentation for the Board to review to confirm their statements. A search of current and historical Rent Board records will show the current property owner paid the 19/20, 20/21, and 21/22 registration fees all on time. A review of the payment history will show, that the Rent Board received no payment for the 22/23 registration cycle. Also, the historical Rent Registry will show the current ownership has remained unchanged and is the same in the new Rent Registry portal. The records will also

show that this property's billing information was sent to a property manager whose billing code was "TONDAN". This is reflected in both databases. The new Rent registry will show the property manager's contact information was updated to reflect the owner's information in May 2023. The Rent Board records will also show that billing code "TONDON" was listed under the 22/23 collections project for properties with an outstanding balance with the Rent Board (Please see attached collections letter and bill). During the collections project, the Registration Unit offered to waive 50% of the penalties so that properties could comply with the Registration Requirement of the Rent Ordinance. Unfortunately, the owner did not want to take the settlement offer at that time. Per regulation 883 J, properties that have been identified for Collections are offered the same settlement waiver with the Board. This property qualifies to have 50% of the penalty waived. Staff recommends waiving 50% of the penalty. The above recommendation and analysis were submitted to the Board for the November Board meeting. As noted, above the property owner submitted no documentation for the registration supervisor to review at the time of submission. On November 14, 2023, after receiving the preliminary staff recommendation, the property reached out to the Rent Board to submit additional documentation. Unfortunately, the additional documentation submitted by the property owner all had 2023 dates and corresponded to when they registered the property as noted in the initial recommendation. Staff can confirm the old property owner and the new property owner have the same last name. This caused the property to look like it had the same owners since 2019. Staff also notes, that there are 4 tenants on the property that have tenancy start dates between 2011 and 2021. After the new documents were turned in, the Registration Supervisor confirmed via email that the property owner did not attempt to reach out to the Rent Board after the ownership purchase even though four tenants were living on the property. The property owner consistently stated via email, "We simply didn't know what we didn't know". Per regulation 884 B (11) This waiver qualifies as discretionary because the Executive Director, or her designee, recommends that the interest of justice require that a greater or lesser amount be waived. Staff notes, that it is the responsibility of the property owner to update their information with the Rent Board so that it is current, and that the property owner did not reach out to the Rent Board to ensure all registration requirements were being met even though there were tenants living on the property. Staff notes that under Regulation 883 (I), this property qualifies to have 80% of their penalties waived for a new owner that has registered their property within 24 months. Staff also notes, that billing code "TONDON" was listed under the 22/23 collections project for properties with an outstanding balance with the Rent Board (Please see attached collections letter and bill). During the collections project, the Registration Unit offered to waive 50% of the penalties so that properties could comply with the Registration Requirement of the Rent Ordinance. Per regulation 883 J, properties that have been identified for Collections are offered the same settlement waiver with the Board.

RECEIVED

MAY 01 2023

Initial: KB  
Berkeley Rent Board

Public  
CITY OF BERKELEY  
RENT STABILIZATION PROGRAM  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

**Request for Waiver of Late Registration Penalties**

*Please Read Important Information on Page 2*

Property Address: 3114-3120 Martin Luther King Jr Way

Owner: Cindy Zhang

Date of acquisition, if new owner: 12/30/2021

Name & relationship of person filing request, if not owner: Cindy Zhang (self) & Gordon Yu (Spouse)

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

We are new owners of this property and letters dated April 10, 2023 is the very first time we are informed about the required annual payments to the Rent Board. We have no issues with the payment due for 2022-2023 (\$1160) but are requesting City of Berkeley to collect the previous amounts due and its respective penalties from the previous owner. We feel strongly that we should not be penalized for the previous owner's negligence and failure to pay. We request a waiver for any and all fees and penalties associated with property that was due from previous owner.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 5/1/2023 Signature: 

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: ggyuyu@gmail.com

Mailing Address: 5798 Shadow Ridge Drive, Castro Valley, CA 94552

Phone Number: 415-215-5817 Fax Number: \_\_\_\_\_

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5103	<b>Property address:</b> 3111 HARPER ST BERKELEY	<b>Transferred:</b> 08/09/2007
<b>Exempt units (as of February 2021):</b> None		
<b>Owner(s):</b> JONNA BROWN	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 3
<b>Other Berkeley rental property owned:</b> None		

**Late payment/penalty history:** In the last five fiscal years, the property owner has paid the registration fees late for the 19/20, and the 20/21 registration cycles. The property received COVID-19 Amenity for the 21/22 registration cycle. In that cycle the property also received a settlement that waived 40% of the penalties on the property. For the 22/23 registration cycle, the property owner also received a settlement for the penalties on the account.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

**Reason for Penalties:** Illness

Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY 23/24	3	\$1,620.00	07/11/2023	\$870.00	-	\$870.00
<b>Totals</b>				<b>\$870.00</b>	<b>\$0.00</b>	<b>\$870.00</b>

**Grounds under Regulation 884(B):** (1) The good cause asserted in the waiver request is a death or illness in the landlord's family.

**Good cause claimed by owner:** The property owner experienced a cardiac emergency.

**Recommendation:** Staff recommends waiving 100% of the penalty fee.

**Staff Analysis:** The triplex located at 3111 Harper has been owned by the current owner since 2007. In the last five fiscal years, the property owner has paid the registration fees late for the 19/20 and the 20/21 registration cycles. The property received COVID-19 Amenity for the 21/22 registration cycle. In that cycle, the property also received a settlement that waived 40% of the penalties on the property. For the 22/23 registration cycle, the property owner also received a settlement for the penalties on the account. The owner

also states in their waiver that “they tried to pay by phone on 6/30 but needed a reset link that never came. On 7/1, the property owner had a cardiac emergency and was admitted to the hospital.” The property owner submitted documentation for the Board to review to confirm her statement. The property owner also stated, “They tried to call on 7/3 and left a voicemail but didn't receive a call back”. Staff notes that the Registration Unit is extremely busy on the registration due date. A search of Rent Board records will show that the property owner left a voicemail on the Registration Unit's voicemail on 7/3 and paid the registration fees on 7/11. Per regulation 883 H, this property would qualify for the automatic waiver of 55% based on the payment date, and this is the fourth late payment in the last six fiscal years. This property also falls under regulation 884 B (1) because the good cause asserted in the waiver request is a death or illness in the landlord's family.

\*Property Address: 3111 Harper Street Berkeley, Ca 94703

\*Owner: Jonna Brown

Date of acquisition, if new owner: NA

\*Name & relationship of person filing request, if not owner: NA

If, after reading the information on Page 1, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family.

**It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. All Board decisions are final.**

Please print or type clearly. Attach an additional sheet of paper if needed.

Tried to pay by phone on 6/30, then tried to pay online but needed to reset and each time I requested the link it never came. On 7/1 I had a cardio emergency and was admitted to the hospital. On Monday 7/3 I was still hospitalized but tried again to call for help left voicemail and didn't receive a call back. I was discharged on 7/5 and came in as soon as physically able. Notice from Dr. Attached.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

\*Date: 7/7/23

\*Signature: [Signature]

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time, and location of the meeting should you choose to attend and address the Commissioners.

Email Address: jonna.r.brown@gmail.com

Mailing Address: 340 Lester Avenue Oakland, Ca 94606

Phone Number: 510.219.9508. Fax Number: \_\_\_\_\_

**RECEIVED**

**AUG 03 2023**

Initial: \_\_\_\_\_  
Berkeley Rent Board



July 5, 2023

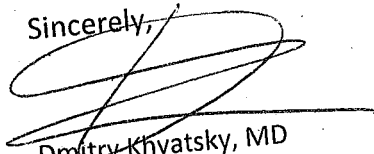
RE: Brown, Jonna

DOB: 2/10/1963

To Whom It May Concern:

Ms. Jonna Brown was admitted to Alta Bates Summit Medical Center on 7/2/2023. She will be discharged today 7/5/2023. Please excuse her from any work or responsibilities that she was unable to tend to during her hospitalization. Feel free to contact me if you have any further questions or concerns.

Sincerely,



Dmitry Khvatsky, MD  
Hospitalist  
Alta Bates Hospital  
510-204-1893

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5104	<b>Property address:</b> 1259 CARRISON ST	<b>Transferred:</b> 08/15/2004
<b>Exempt units (as of February 2021):</b> Unit # A - SEC8-V - Rent Subsidized Tenant, Unit # D - SEC8-V - Rent Subsidized Tenant		
<b>Owner(s):</b> Murthy Sama	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 4
<b>Other Berkeley rental property owned:</b> 1433 9TH ST BERKELEY CA 94710, 1403 CARLETON ST BERKELEY CA 94702		

**Late payment/penalty history:** In the last five fiscal years, the property owner paid pro-rated registration fees and penalties for Unit B but missed the full 22/23 registration payment. Staff notes, no other late payments have been received on the the property.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

<b>Reason for Penalties:</b> Justice						
Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
22/23	2	-	-	\$1,000.00	-	\$1,000.00
<b>Totals</b>				<b>\$1,000.00</b>	<b>\$0.00</b>	<b>\$1,000.00</b>

**Grounds under Regulation 884(B):** (11) The Executive Director, or his or her designee, recommends that the interests of justice require that a greater or lesser amount be waived

**Good cause claimed by owner:** Mistakes made by the former property manager caused the penalties on the account. The owner states that the property manager is no longer working for the owner.

**Recommendation:** Staff recommends waiving 100% of the penalty fee.

**Staff Analysis:** The quadruplex located at 1259 Carrison has been owned by the current owner since 2010. In the last five fiscal years, the property owner paid pro-rated registration fees and penalties for Unit B but missed the full 22/23 registration payment. The owner states in their waiver that “ \$462 fees were paid in June 2022 and they had one empty unit.” The property owner also states in their waiver, “Please waive the penalty fees as it was a bad management company that has been very unprofessional”. A search

of Rent Board records will show on June 29, 2022 property manager MG used the Rent registry portal to update the tenancy registration for Unit B to vacant as of August 1, 2021. On July 20, 2022, the registration unit received a vacancy registration form from the property manager MG informing the Rent Board that a new tenancy would begin in Unit B as of August 1, 2022. Staff processed the vacancy registration form on August 2, 2022. Based on the date the unit became vacant as noted by MG, the property was charged \$231 in prorated registration fees and \$231 in prorated penalties for the late registration of Unit B. Rent Board records will also show Unit B had not been subject to the registration requirement of the ordinance as the previous tenant was section 8. A review of the property's payment history will show the property manager paid the prorated fees for Unit B of \$462 instead of the 22/23 registration cycle. The \$462 covered the 21/22 registration fees for unit B. Regrettably these fees are accurate based on the the information provided to the Rent Board. Staff notes that property manager MG missed the 22/23 full registration payment. This caused the account to be charged both July and January penalties of \$1000. Per regulation 884 B(11), this waiver qualifies as Discretionary because the Executive Director or his or her designee recommends that the interest of Justice require a greater or lesser amount be waived. Staff recommends waiving 100% of the penalty based on the confirmed email communications from the owner and property manager back in July of 2023 regarding the missed tenancy registration.

RECEIVED

JUL 03 2023

Initial: \_\_\_\_\_  
Berkeley Rent Board

Public  
CITY OF BERKELEY  
RENT STABILIZATION PROGRAM  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

**Request for Waiver of Late Registration Penalties**

*Please Read Important Information on Page 2*

Property Address: 1259 Carrison St Berkeley

Owner: Murthy Sama

Date of acquisition, if new owner: \_\_\_\_\_


Name & relationship of person filing request, if not owner: \_\_\_\_\_

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

#462 the fees were paid on June 2022. We had one unit empty and paid fees <sup>\$250</sup> in 2023 when occupied.

Please, ~~we~~ cannot waive my fees as it was a bad management company that has been very unprofessional & sorry for their mistake, I have changed the company and hope the new one is better.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 7/3/23 Signature: 

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: msama @ srijeris.com

Mailing Address: PO

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5105	<b>Property address:</b> 1313 MLK JR WAY BERKELEY	<b>Transferred:</b> 12/13/1996
<b>Exempt units (as of February 2021):</b> Unit # 4 - NAR - Tenant		
<b>Owner(s):</b> EULA LEKAS	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 9
<b>Other Berkeley rental property owned:</b> None		

**Late payment/penalty history:** In the last five fiscal years, the property owner has paid the registration fee late every year. In fiscal year 17/18, they were charged both penalties and received a small claims settlement. The property owner also was charged both penalties in the 18/19 and 19/20 cycles as well. The property owner paid late in the 20/21 registration cycle and received a small claims settlement. A search of the payment history will show that the property owner paid late in the 21/22 and 22/23 cycles. In the 22/23 registration cycle, the property received a legal settlement that removed \$72,171.52 in penalties from the account.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

**Reason for Penalties:** Late Last 5 years and illness.

Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY 23/24	9	-	-	\$2,320.00	-	\$2,320.00
<b>Totals</b>				<b>\$2,320.00</b>	<b>\$0.00</b>	<b>\$2,320.00</b>

**Grounds under Regulation 884(B):** (1) The good cause asserted in the waiver request is a death or illness in the landlord's family.  
(10) The landlord has paid late each year for the prior five years

**Good cause claimed by owner:** The property owner thought the registration due date was July 15th.

**Recommendation:** Staff recommends denying the penalty waiver.




**Staff Analysis:** The multi-residential property located at 1313 MLK has been owned by the current owner

since 2001. In the last five fiscal years, the property owner has paid the registration fee late every year. In fiscal year 17/18, they were charged both penalties and received a small claims settlement. The property owner was also charged penalties in the 18/19 and 19/20 cycles. The property owner paid late in the 20/21 registration cycle and received a small claims settlement. A search of the payment history will show that the property owner paid late in the 21/22 and 22/23 cycles. In the 22/23 registration cycle, the property received a legal settlement that removed \$72,171.52 in penalties from the account. The owner states in their waiver that "they became distracted and confused over actual date due to health diagnosis. Kept assuming reg fee due 7/15". The property owner submitted documentation for June's doctor's appointments. Unfortunately, none of the appointments were on the registration due date. Per regulation 884 B(10) this waiver qualifies as discretionary because the landlord has paid late each year for the prior five years. The waiver also falls under 884 B(1) because the good cause asserted in the waiver request is a death or illness in the landlord's family. Staff recommends denying the penalty waiver based on the number of previous late payments, the 22/23 settlement of \$72,151.52, and none of the doctor's appointments were on the registration due date.



**CITY OF BERKELEY**  
**RENT STABILIZATION PROGRAM**  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

**Request for Waiver of Late Registration Penalties**

Please read the important disclosures below. Areas marked with an asterisk (\*) MUST BE FILLED OUT. Incomplete applications will be returned to the sender.

- 1) **Before submitting a waiver request, you must pay all outstanding registration fees and file all registration forms.**  
 \*Initial Here
- 2) The penalties on your bill are owed under the law. The Rent Board may forgive some or all of the penalties when the late payment was not deliberate and the owner acts in "good faith." Most waivers are processed by staff, based primarily on your past payment history (see Reg. 883\*).  
 \*Initial Here
- 3) Under certain circumstances (see Reg. 884\*) the Rent Board will review a waiver request to determine what amount, if any, to forgive. In these discretionary reviews the Board is looking at "good cause" and the "totality of the circumstances" to determine an appropriate penalty.  
 \*Initial Here
- 4) **Procedure for Discretionary Waivers:** Staff will review your waiver request and make a recommendation to the Board. If a circumstance outlined in Regulation 884 applies, staff will send you a copy of the recommendation about a week before the Board meeting. You may submit a written response to the recommendation. The Board will review the staff recommendation and any response, and issue a decision. You are not required to, but may, attend and address the Board. **Staff will mail you the Board's decision, which cannot be further appealed.**  
  

Full waiver is granted: The account is cleared or credited, your eligibility for annual general adjustments (AGAs) is restored, and you are deemed in compliance from the date the waiver application was completed.

Partial waiver is granted: **The denied amount must be resolved within 30 days or the waiver may be rescinded and the full amount of penalties reinstated.** While any penalties remain outstanding, the property is considered not registered. This means, among other things, that you may not impose rent increases, may not enter tenants, and may be subject to tenant petitions for rent withholding.  
 \*Initial Here
- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at [AEberhart@cityofberkeley.info](mailto:AEberhart@cityofberkeley.info).
- 6) **Communications Disclaimer:**  
**This document will be included in the Rent Board's agenda packet and, as such, will become part of the City's electronic records, which are accessible through the City's website.** This means that any e-mail addresses, names, addresses, and other information you provide will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, please call the Rent Board's Registration Unit at (510) 981-7368 or email [RentRegistry@cityofberkeley.info](mailto:RentRegistry@cityofberkeley.info) to make that request.  
 \*Initial Here
- 7) The referenced regulations can be found at: Chapter 8: Rent Registration

**Please complete the Request for Waiver Form on the Back of this page**

\*Property Address: 1313 MLIC

\*Owner: EULA LEKAS

Date of acquisition, if new owner: \_\_\_\_\_

\*Name & relationship of person filing request, if not owner: \_\_\_\_\_

If, after reading the information on Page 1, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family.

It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. All Board decisions are final.

Please print or type clearly. Attach an additional sheet of paper if needed.

BECAME DISTRACTED + CONFUSED OVER ACTUAL DATE  
DUE TO HEALTH DIAGNOSES. KERT ASSUMING REG FEES  
DUE 7/15.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

\*Date: 7/10/2013 \*Signature: 

The information entered below must be clearly printed or typed in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time, and location of the meeting should you choose to attend and address the Commissioners.

Email Address: eula.lekas@gmail.com

Mailing Address: 4241 COOLIDGE AVE OAKLAND CA 94602

Phone Number: 5103931657 Fax Number: —





Date printed: 7/11/2023  
Kaiser Permanente  
Member name: Eula I Lekas  
Date of birth: 3/16/1957  
MRN: 110000718470

### Past Visits

The purpose of notes in the medical record is to convey information about your medical care to health care providers. This note may contain medical terms, abbreviations, and codes. You may also see notes that occur outside of a visit to coordinate your care. Please discuss any questions or concerns you have with your health care provider..

Last 3 months

JUN 26 2023 Office Visit  
ARAM ROY CANIN MD  
ONCOLHEMATOLOGY/ONCOLOGY

JUN 21 2023 Office Visit  
STACEY TEICHER NP  
ONCOLHEMATOLOGY/ONCOLOGY

JUN 20 2023 Scheduled Telephone Encounter  
ONCOLOGY/TELEPHONE APPOINTMENT

JUN 16 2023 Telephone Appointment Visit  
SUJAY BANERJEE MD  
ADULT MEDICINE

JUN 15 2023 AACC Telephone  
LEINA S RICHARD MA  
ADULT MEDICINE

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5106	<b>Property address:</b> 1717 EUCLID AVE BERKELEY	<b>Transferred:</b> 01/25/1995
<b>Exempt units (as of February 2021):</b> None		
<b>Owner(s):</b> EULA LEKAS	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 12
<b>Other Berkeley rental property owned:</b> None		

**Late payment/penalty history:** In the last five fiscal years, the property owner has paid the registration fee late every year. In fiscal year 17/18, they were charged both penalties and received a small claims settlement. The property owner was also charged both penalties in the 18/19 and 19/20 cycles. The property owner paid late in the 20/21 registration cycle and received a small claims settlement. A search of the payment history will show that the property owner paid late in the 21/22 and 22/23 cycles. In the 22/23 registration cycle, the property received a legal settlement that removed \$79,266.72 in penalties from the account.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

**Reason for Penalties:** Late Last 5 years and illness.

Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY 23/23	0	-	-	\$3,480.00	-	\$3,480.00
<b>Totals</b>				<b>\$3,480.00</b>	<b>\$0.00</b>	<b>\$3,480.00</b>

**Grounds under Regulation 884(B):** (1) The good cause asserted in the waiver request is a death or illness in the landlord's family.  
(10) The landlord has paid late each year for the prior five years

**Good cause claimed by owner:** The property owner thought the registration due date was July 15th.

**Recommendation:** Staff recommends denying the penalty waiver.

**Staff Analysis:** The multi-residential property located at 1717 Euclid has been owned by the current

owner since 1995. In the last five fiscal years, the property owner has paid the registration fee late every year. In fiscal year 17/18, they were charged both penalties and received a small claims settlement. The property owner was also charged penalties in the 18/19 and 19/20 cycles. The property owner paid late in the 20/21 registration cycle and received a small claims settlement. A search of the payment history will show that the property owner paid late in the 21/22 and 22/23 cycles. In the 22/23 registration cycle, the property received a legal settlement that removed \$79,266.72 in penalties from the account. The owner states in their waiver that "they became distracted and confused over actual date due to health diagnosis. Kept assuming reg fee due 7/15". The property owner submitted documentation for June's doctor's appointments. Unfortunately, none of the appointments were on the registration due date. Per regulation 884 B(10), this waiver qualifies as discretionary because the landlord has paid late each year for the prior five years. The waiver also falls under 884 B(1) because the good cause asserted in the waiver request is a death or illness in the landlord's family. Staff recommends denying the penalty waiver based on the number of previous late payments, the 22/23 settlement of \$79,266.72, and none of the doctor's appointments on the registration due date. +

RECEIVED






JUL 21 2023

Initial: \_\_\_\_\_  
Berkeley Rent Board

CITY OF BERKELEY  
RENT STABILIZATION PROGRAM  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

### Request for Waiver of Late Registration Penalties

Please read the important disclosures below. Areas marked with an asterisk (\*) MUST BE FILLED OUT. Incomplete applications will be returned to the sender.

- 1) **Before submitting a waiver request, you must pay all outstanding registration fees and file all registration forms.**  
 \*Initial Here
  - 2) The penalties on your bill are owed under the law. The Rent Board may forgive some or all of the penalties when the late payment was not deliberate and the owner acts in "good faith." Most waivers are processed by staff, based primarily on your past payment history (see Reg. 883\*).  
 \*Initial Here
  - 3) Under certain circumstances (see Reg. 884\*) the Rent Board will review a waiver request to determine what amount, if any, to forgive. In these discretionary reviews the Board is looking at "good cause" and the "totality of the circumstances" to determine an appropriate penalty.  
 \*Initial Here
  - 4) **Procedure for Discretionary Waivers:** Staff will review your waiver request and make a recommendation to the Board. If a circumstance outlined in Regulation 884 applies, staff will send you a copy of the recommendation about a week before the Board meeting. You may submit a written response to the recommendation. The Board will review the staff recommendation and any response, and issue a decision. You are not required to, but may, attend and address the Board. **Staff will mail you the Board's decision, which cannot be further appealed.**
- Full waiver is granted:** The account is cleared or credited, your eligibility for annual general adjustments (AGAs) is restored, and you are deemed in compliance from the date the waiver application was completed.
- Partial waiver is granted:** The denied amount must be resolved within 30 days or the waiver may be rescinded and the full amount of penalties reinstated. While any penalties remain outstanding, the property is considered not registered. This means, among other things, that you may not impose rent increases, may not evict tenants, and may be subject to tenant petitions for rent withholding.  
 \*Initial Here
- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at [AEberhart@cityofberkeley.info](mailto:AEberhart@cityofberkeley.info).
  - 6) **Communications Disclaimer:**  
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 \*Initial Here
  - 7) The referenced regulations can be found at: Chapter 8: Rent Registration

**Please complete the Request for Waiver Form on the Back of this page**

\*Property Address: 1777 EUCLID

\*Owner: CELO LEKAS

Date of acquisition, if new owner: \_\_\_\_\_

\*Name & relationship of person filing request, if not owner: ENLA LEKAS

If, after reading the information on Page 1, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. All Board decisions are final.

Please print or type clearly. Attach an additional sheet of paper if needed.

BECAME DISTRACTED & CONFUSED OVER ACTUAL DATE  
DUE TO HEALTH DIAGNOSIS, KAPT ASSUMING RENT FEES DUE  
7/15.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

\*Date: 7/10/2023 \*Signature: [Signature]

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time, and location of the meeting should you choose to attend and address the Commissioners.

Email Address: bulalckas@gmail.com

Mailing Address: 4941 COOLIDGE AVE OAKLAND CA 94602

Phone Number: 510 3431457 Fax Number: \_\_\_\_\_

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5107	<b>Property address:</b> 940 BANCROFT WAY	<b>Transferred:</b> 03/05/2010
<b>Exempt units (as of February 2021):</b> Unit # NA - OCCC - Owner		
<b>Owner(s):</b> JASON BOYTE	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 2
<b>Other Berkeley rental property owned:</b> None		

**Late payment/penalty history:** In the last five fiscal years, this property owner has paid the registration fees late in the 21/22 and 22/23 cycles.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

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**Penalties Currently Under Consideration**

<b>Reason for Penalties:</b> Illness						
Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY2021-22	2	\$0.00	-	\$1,250.00	\$0.00	\$1,250.00
<b>Totals</b>				<b>\$1,250.00</b>	<b>\$0.00</b>	<b>\$1,250.00</b>

**Grounds under Regulation 884(B):** (1) The good cause asserted in the waiver request is a death or illness in the landlord's family.

**Good cause claimed by owner:** The property owner experienced a personal hardship going through a divorce and his parents fell ill.

**Recommendation:** Staff recommends waiving 100% of the penalty fee.

**Staff Analysis:** The duplex located at 940 Bancroft has been owned by the current owner since 2018. In the last five fiscal years, this property owner has paid the registration fees late in the 21/22 and 22/23 cycles. The owner states in their waiver, "They experienced a personal hardship going through a divorce and that the property owner's parents also experienced illnesses that impacted the property owner's ability to pay the registration fees on time." Per regulation 884 B (1), this waiver qualifies as discretionary because The good cause asserted in the waiver request is a death or illness in the landlord's family. Staff recommends waiving 100% of the penalty.

Public  
**CITY OF BERKELEY**  
**RENT STABILIZATION PROGRAM**  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

**Request for Waiver of Late Registration Penalties**  
*Please Read Important Information on Page 2*

Property Address: **940 BANCROFT WAY BERKELEY, CA 94710**

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Owner: **JASON W. BOYTE**

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Date of acquisition, if new owner: **11/20/2018**

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Name & relationship of person filing request, if not owner: \_\_\_\_\_

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your

SEE \_\_\_\_\_  
ADDENDUM \_\_\_\_\_  
PAGE 3

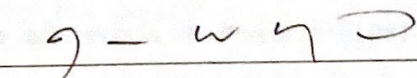
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I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Date: 10/14/23 Signature: 

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

Email Address: JWBOYTE@GMAIL.COM

Mailing Address: 940 BANCROFT WAY BERKELEY, CA 94710

Phone Number: 415-216-8478 Fax Number: N/A

Please see Communications Disclaimer on Page 2 that applies to any personal information you provide.

## Request for Waiver of Late Registration Penalties – Information

Please Read Before Completing the Waiver Request

**Note: Before submitting a waiver request, you must pay all outstanding registration fees and file all registration forms**

The penalties on your bill are owed under the law. The Rent Board **may** forgive some or all of the penalties when the late payment was not deliberate and the owner acts in “good faith.” Most waivers are processed by staff, based primarily on your past payment history (see Reg. 883\*). But under certain circumstances (see Reg. 884\*) the Rent Board will review a waiver request to determine what amount, if any, to forgive. In these discretionary reviews the Board is looking at “good cause” and the “totality of the circumstances” to determine an appropriate penalty.

Examples of good cause for a full or partial waiver of penalties include: • *you had a death or illness in the family* • *you are a new owner with no other Berkeley residential rental property* • *you didn't receive the original billing statement* • *you thought that the property or unit was exempt from registration* • *you didn't know about the requirement to pay a prorated registration fee on a previously exempt unit.*

**Procedure for Discretionary Waivers:** Staff will review your waiver request and make a recommendation to the Board. If a circumstance outlined in Regulation 884 applies, staff will send you a copy of the recommendation about a week before the Board meeting. You may submit a written response to the recommendation. The Board will review the staff recommendation and any response, and issue a decision. You are not required to, but may, attend and address the Board. Staff will mail you the Board's decision, which cannot be further appealed.

**Full waiver is granted:** The account is cleared, your eligibility for annual general adjustments (AGAs) is restored, and you are deemed in compliance from the date the waiver application was completed.

**Partial waiver is granted:** The denied amount **must** be resolved within 30 days or the waiver may be rescinded and the full amount of penalties reinstated. While any penalties remain outstanding, the property is considered not registered. This means, among other things, that you may not impose rent increases, may not evict tenants, and may be subject to tenant petitions for rent withholding.

For questions about waivers please call Amanda Eberhart at (510) 981-4904.

### **Communications Disclaimer:**

**This document will be included in the Rent Board's agenda packet and, as such, will become part of the City's electronic records, which are accessible through the City's website.** This means that any e-mail addresses, names, addresses, and other information you provide will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, please call the Rent Board's Registration Unit at (510) 981-7368 to make that request.

\* The referenced regulations can be found at: [Chapter 8: Rent Registration](#)



## Addendum

Dear Rental Board,

I want to apologize for not addressing this situation sooner. These past years have been especially brutal, and I have had a very hard time. Just sitting down to organize my thoughts on what I've gone through the past few years has me emotional. I appreciate the kindness and helpfulness I've experienced with employees in the Rental Stabilization Board. I've been worried about this situation and I didn't know what to expect when I came in to clear up this matter.

As I've said, this has been a tough time. I am a recently-divorced single father of a now-12 year-old. He's in the Berkeley Unified School District. The sole reason I decided to stay in Berkeley despite the financial challenges as a single person was the school system here. My son has thrived here at Rosa Parks Elementary, and now recently King Middle School. I've sacrificed so much to keep him here. I do it because I believe giving him a quality education is one of the most important things I can do for him as a parent.

During the separation and divorce, I stayed in the 944 unit, while my now ex-wife stayed upstairs at 940, where I currently live. The transition was very difficult, with a lot of challenges between us. I didn't get important mail, and I was surprised to find several unpaid bills when mail started to flow once again.

Once such issue was the rental stabilization fees. These were very confusing to me — they were sent to both 940 and 944 Bancroft Way, and had different labels such as 940 LOWER, which didn't make sense, while each referenced 940 Bancroft, which wasn't even the rental. While these notices seemed to be for separate units I thought I'd paid them appropriately.

Then Covid hit, and my already difficult world turned upside down. I was working a challenging job that required 60-80 hours a week consistently. I had to then juggle that with homeschooling my son and caring for his physical and emotional needs. The two responsibilities had me quite literally working all waking hours of the day and through the weekends each and every week. I was worn out and barely holding on. I tried to automate bills, but this fell through the cracks. Notices started to come in, and I'd try to call, but I'd be pulled away. I actually hoped to be fired so I could take unemployment and focus on my son, but fortunately or unfortunately it didn't happen. I worked harder than I have in my entire life.

Also during this time, my elderly parents' health suffered. My father in Arizona and my mother in Fresno both experienced injuries and hospitalizations. My father has had two strokes and a heart attack in the last two years alone, and I've had to rush down to help him and get his care sorted out. Unfortunately, I don't have his papers here in California. He has them all in Arizona.

In short, with all these pressures, I was having a slow-motion mental breakdown, and I just didn't handle this situation properly. I had no intention to get away with anything, I just didn't have the energy to figure out the problem. It is the sad truth. I will say that while I was suffering, I gave my all to the wellbeing of my son, who is healthy and well-adjusted after several difficult years.

I ask you kindly to please extend some grace on the matter of penalties. I really can't afford them. I have paid the fees, a total of 500 dollars, and I believe I now understand what I need to do going forward so this won't happen again. I finally had to quit my stressful job and have started a new one as a barber's apprentice. I'm getting my license through the State Board. While this will be a better, healthier path forward for me, I cannot afford the cost of the fees at this time. I recently had to borrow money from my father to pay for my homeowner's insurance. Things are extremely tight, and I don't know how I'd be able to make ends meet.

I hope you understand the mental state I've been in these last years, and how I truly did not intend to not pay what was due. I still struggle to come out of the fog of these last years, but I'm hopeful now in a way I haven't been in a long time. I ask you to please extend leniency.

I greatly appreciate your consideration, and I once again apologize for not handling this earlier.

Sincerely,

Jason Boyte

10/14/2023

**City Of Berkeley  
Rent Stabilization Board**

**Recommendation on Requested Waiver of Registration Penalties**

<b>Waiver No:</b> W5108	<b>Property address:</b> 2542 CHILTON WAY	<b>Transferred:</b> 03/20/2023
<b>Exempt units (as of February 2021):</b> None		
<b>Owner(s):</b> Steven Chan	<b>Waiver filed by:</b> OWNER	<b># of Units:</b> 1
<b>Other Berkeley rental property owned:</b> 2542 CHILTON WAY BERKELEY CA 94704		

**Late payment/penalty history:** No late payment history. The property was purchased in March 2023.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
-	-	-	-	-	-	-
<b>Totals (penalties previously assessed)</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Penalties Currently Under Consideration**

**Reason for Penalties:** Did not own when penalty was assessed.

Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY 22/23	1	-	-	\$300.00	-	\$300.00
<b>Totals</b>				<b>\$300.00</b>	<b>\$0.00</b>	<b>\$300.00</b>

**Grounds under Regulation 884(B):** (7) The landlord requesting the waiver was not the owner of the property when the penalty first accrued

**Good cause claimed by owner:** The previous property owner left a penalty balance on the account.

**Recommendation:** Staff recommends waiving 100% of the penalty fee.

**Staff Analysis:** The single-family home located at 2542 Chilton has been owned by the current owner since March 2023. Unfortunately, there are not five years of fiscal history to review for the property. The owner states in their waiver, "They purchased the home in March 2023. The previous owner left a penalty balance on the account". Per regulation 884 B (7), this waiver qualifies as discretionary because the landlord requesting the waiver was not the property owner when the penalty first accrued. Staff recommends waiving 100% of the penalty.

**CITY OF BERKELEY**  
**RENT STABILIZATION PROGRAM**  
2125 Milvia Street, Berkeley, CA 94704  
PHONE: (510) 981-7368 • FAX: (510) 981-4910  
WEB: <https://rentboard.berkeleyca.gov>

**Request for Waiver of Late Registration Penalties**

*Please Read Important Information on Page 2*

**Property Address:** 2542 Chilton Way, Berkeley CA 94704

**Owner:** Steven Chan

**Date of acquisition, if new owner:** 03/20/2023

**Name & relationship of person filing request, if not owner:** \_\_\_\_\_

If, after reading the information on Page 2, you believe that you are entitled to a waiver of some or all of your late registration penalties, use the space below to explain why. Attach evidence, where possible, to document the circumstances that prevented timely payment, such as hospitalization or death in the family. It is your responsibility to convince the Board that your waiver should be granted, so state all facts and circumstances that support your case. **Please print or type clearly.** Attach an additional sheet of paper if needed.

I purchased and became the owner of 2542 Chilton Way on March 20, 2023. There is an overdue registration fee and penalties for the 2022-2023 year from the previous owner. I have no information to believe that the home was required to be registered for the 2022-2023 year. I would like to request that the fee and penalty be waived. If the fee cannot be waived, I would like to request that the penalty be waived. I have attached a copy of my grant deed showing transfer of property to my name on March 20, 2023.

I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

**Date:** 04/29/2023      **Signature:** 

The information entered below **must be clearly printed or typed** in order to receive the Executive Director's recommendation to the Rent Board on your penalty waiver request one week prior to the Board's consideration of your request at its monthly meeting. The recommendation will also include the date, time and location of the meeting should you choose to attend and address the Commissioners.

**Please do not include my email/address/phone in public records**

**Email Address:** steven\_c\_chan@yahoo.com

**Mailing Address:** 2542 Chilton Way, Berkeley CA 94704

**Phone Number:** (646) 345-7132      **Fax Number:** \_\_\_\_\_

RECORDING REQUESTED BY:

Old Republic Title Company - Montclair

Escrow No.: 1116038236  
APN: 055-1837-018

When Recorded Mail Document and Tax Statements to:

STEVEN CHOON CHAN & SHAO-YI WANG  
2542 Chilton Way  
Berkeley, CA 94704

2023032153

03/20/2023 10:43 AM

3 PGS



OFFICIAL RECORDS OF ALAMEDA COUNTY

MELISSA WILK, CLERK-RECORDER

RECORDING FEES: \$20.00

TOTAL TAX: \$20,205.50

COUNTY TAX PORTION: \$1,380.50

CITY TAX PORTION: \$18,825.00

**ELECTRONICALLY RECORDED**

*SPACE ABOVE THIS LINE IS FOR RECORDER'S USE*

## Grant Deed

The undersigned grantor(s) declare(s):

Documentary Transfer Tax is \$1,380.50

computed on full value of property conveyed, or

computed on full value less of liens and encumbrances remaining at time of sale.

Unincorporated area:  City of Berkeley \$18,825.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Carol Ann Kessler, Successor Trustee of the Kessler Family Trust dated January 22, 1997

hereby GRANT(S) to

STEVEN CHOON CHAN and SHAO-YI WANG, husband and wife, as community property with right of survivorship

that property in City of Berkeley, Alameda County, State of California, described as:

\*\*\* See "Exhibit A" attached hereto and made a part hereof. \*\*\*

## **Request for Waiver of Late Registration Penalties – Information**

Please Read Before Completing the Waiver Request

**Note: Before submitting a waiver request, you must pay all outstanding registration fees and file all registration forms**

The penalties on your bill are owed under the law. The Rent Board **may** forgive some or all of the penalties when the late payment was not deliberate and the owner acts in “good faith.” Most waivers are processed by staff, based primarily on your past payment history (see Reg. 883\*). But under certain circumstances (see Reg. 884\*) the Rent Board will review a waiver request to determine what amount, if any, to forgive. In these discretionary reviews the Board is looking at “good cause” and the “totality of the circumstances” to determine an appropriate penalty.

Examples of good cause for a full or partial waiver of penalties include: • *you had a death or illness in the family* • *you are a new owner with no other Berkeley residential rental property* • *you didn't receive the original billing statement* • *you thought that the property or unit was exempt from registration* • *you didn't know about the requirement to pay a prorated registration fee on a previously exempt unit.*

**Procedure for Discretionary Waivers:** Staff will review your waiver request and make a recommendation to the Board. If a circumstance outlined in Regulation 884 applies, staff will send you a copy of the recommendation about a week before the Board meeting. You may submit a written response to the recommendation. The Board will review the staff recommendation and any response, and issue a decision. You are not required to, but may, attend and address the Board. Staff will mail you the Board's decision, which cannot be further appealed.

Full waiver is granted: The account is cleared, your eligibility for annual general adjustments (AGAs) is restored, and you are deemed in compliance from the date the waiver application was completed.

Partial waiver is granted: The denied amount **must** be resolved within 30 days or the waiver may be rescinded and the full amount of penalties reinstated. While any penalties remain outstanding, the property is considered not registered. This means, among other things, that you may not impose rent increases, may not evict tenants, and may be subject to tenant petitions for rent withholding.


For questions about waivers please call Amanda Eberhart at (510) 981-4904.

### **Communications Disclaimer:**

**This document will be included in the Rent Board's agenda packet and, as such, will become part of the City's electronic records, which are accessible through the City's website.** This means that any e-mail addresses, names, addresses, and other information you provide will become part of the public record. If you do not want your e-mail address or any other contact information to be made public, please call the Rent Board's Registration Unit at (510) 981-7368 to make that request.

\* The referenced regulations can be found at: [Chapter 8: Rent Registration](#)

Distributed at the Meeting  
Item 7.a.(1)



# Residential Dwelling Demolition Application Update

Projects involving demolition of  
Rent-Controlled Dwellings



# 2022-2023 Development Applications Proposing Demolition of Rent-Controlled Units

<b>Project Status</b> <i>(As of 12/15/23)</i>	<b># Projects</b>	<b>Existing Units</b>	<b>Tenant Occupied</b>	<b># BMR Units</b>	<b>Net Gain/Loss</b>
<b>ZAB Approved</b>	4	30	13	24	-6
<b>App. Complete</b>	2	13	13	11	-2
<b>Under Review</b>	2	24	8	55	+31
<b>Pre-Application</b>	2	12	8	16	+4
<b>Total</b>	10	79	42	106	+27



# Projects Proposing Less than 1-to-1 Replacement of Rent-Controlled Units with BMR Units

Project Status (As of 12/15/23)	# Projects	Less than 1 to 1 BMR replacement	# Existing Units	# BMR units	Net Gain/Loss
ZAB Approved	4	3	30	20	-10
App. Complete	2	1	13	10	-3
Under Review	2	0	24	24	0
Pre-Application	2	0	12	12	0
<b>Total</b>	<b>10</b>	<b>4</b>	<b>79</b>	<b>66</b>	<b>-13</b>

# Tenant Impacts

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The 2538 Durant Project is the closest to construction (all tenants have moved out)



Three long-term tenants interested in temp. relocation & moving to new building



Applicants to submit a signed temporary relocation agreement with each applicable tenant household interested in relocation prior to permit approval.



Staff is working with Planning on improving tenant notification process

# Replacement Requirements Demolition Ordinance & SB 330

## Demolition Ordinance Replacement Requirements

- Mitigation Fee or replacement affordable units
- Levels never set by Council

## SB 330 requirements

- Protected Units must be replaced by same or lower income category
- If incomes unknown, use HUD's Comprehensive Housing Affordability Strategy (CHAS) database.
- Only low-income (80% AMI), very-low income (50% AMI) and extremely low income (30% AMI) units require BMR replacement unit.

# Continued Monitoring of Demolition Projects

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Staff learn of demolition applications is when a preliminary dev. app. is submitted



Rent Board Staff review Use Permit applications involving rent-controlled units.



Staff will provide regular updates these projects and will attend ZAB meetings with demolition projects



Staff is also monitoring proposed revisions to Demolition Ordinance

# Demolition Project Application Details

Application Date	Project Address	Application Type	Application Status	Project Description	# Existing Residential Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
5/20/2023	1790 University	Use Permit	Application Complete (12/6/2023)	Construct a five-story mixed-use building containing 17 dwelling units and ground floor commercial space.	1	1	1 BMR	Yes	2	4
4/26/2023	2127-59 Dwight Way	Use Permit	Approved by ZAB (11/30/2023)	Construct a six-story multi-family building, with 58 new dwelling units	8	5	7 BMR	No	7	4
2/10/2023	2300-10 Ellsworth St.	Use Permit	Application Complete (9/21/2023)	Construct a seven-story residential building with 69 units.	12	12	9 BMR	No	9	7

# Questions





Rent Stabilization Board

## Distributed at the Meeting Item 7.b.

DATE: December 21, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director  
By: Aimee Mueller, Associate Management Analyst/Board Secretary

SUBJECT: Proposed 2024 Rent Stabilization Board Regular Meeting Schedule

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### **Recommendation:**

That the Board adopt Resolution 23-33 establishing the Regular Meeting Schedule for the 2024 calendar year.

### **Background and Need for Board Action:**

The Brown Act (Gov. Code §54954 et seq.) requires a legislative body, such as the Rent Stabilization Board (Board), to annually establish a schedule of its regular meetings, including the time and location of those meetings. The Board's longstanding policy was to hold its regular meetings on the first and third Mondays of each month in the City Council Chambers at Old City Hall. In 1996, the Board adopted Resolution 96-13 to formalize this practice. At its December 5, 2005 regular meeting, the Board adopted Resolution 05-27 revising Resolution 96-13 and re-establishing the schedule to meet monthly on the third Monday of each month.

In 2012, the Berkeley Unified School District relocated its administrative offices from the seismically-unsafe Old City Hall to the West Campus building at 1231 Addison Street. Old City Hall had remained essentially vacant ever since, unlocked and heated only for purposes of holding public meetings. In late 2018, this space was converted to a homeless shelter used during inclement weather.

Beginning December 4, 2018, the City Council relocated its meetings from Old City Hall to the new Berkeley Unified School District (BUSD) Board Room, located at 1231 Addison Street. In anticipation of the cessation of facilities services to Old City Hall, the City Council negotiated access to the BUSD Board Room for Zoning Adjustment Board (ZAB) Meetings on the second and fourth Thursdays of the month, and for Rent Board Meetings on the first and/or third Thursdays of the month. By the terms of the City Council's current contract with BUSD, no in-person meetings can take place on any other days of the week.

At the December 17, 2018 regular meeting, the Board voted to adopt Resolution 18-25 establishing the Regular Meeting Schedule and Location for the 2019 calendar year that relocated the Rent Board's regular meetings to the BUSD Board Room on the third Thursday of each month.

## 2024 Proposed Rent Board Regular Meeting Schedule

Page 2

At its December 21, 2019 regular meeting, the Board voted to adopt Resolution 19-28 establishing a regular meeting schedule and location for regular Rent Board meetings in the 2020 calendar year which stated, “that all meetings shall begin at 7:00 p.m. unless otherwise noticed pursuant to the requirements of the Brown Act and that regular meetings scheduled for the third Thursday of each month shall only be operative during the 2020 calendar year unless the change is made permanent by subsequent future Board Resolution, or unless the Board chooses to adopt a similar annual schedule for another year by subsequent Resolution.”

On March 4, 2020, Governor Newsom issued Executive Order N-25-20 which, among other things, suspended the requirement that public meetings be held in-person and required legislative bodies to hold meetings via teleconference. Governor Newsom thereafter issued several more Executive Orders which further required teleconferencing of public meetings until the state legislature adopted a law in 2021 that allowed legislative bodies to make their own rules as to whether they met in person or allowed for teleconferencing during a declared state of emergency. Pursuant to the Governor’s Executive Orders and state law, the Board conducted all public meetings remotely during the declared state of emergency from March 2020 through February 2023.

Starting in March 2023, the Board has conducted all public meetings in a hybrid model with both in-person attendance and virtual participation in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies.

### **Proposed dates for the 2024 Regular Meeting Schedule:**

Holidays and VTO days are listed on the attached 2024 City Calendar (Attachment 1.). The Board Secretary has reviewed these holidays as well as other major civic and religious holidays in order to propose 2024 meetings dates for the Board’s consideration. **All meeting dates below fall on our designated third Thursday of the month.**

January 18	April 18	July 18	October 17
February 15	May 16	August 15	November 21
March 21	June 20	September 19	December 19

### **Financial Impact:**

There are sufficient funds allocated in the Fiscal Year 2024 budget to cover the costs of conducting monthly hybrid Rent Board meetings in the BUSD Board Room.

### **Name and Telephone Number of Contact Person:**

DéSeana Williams, Executive Director      (510) 981-7368

Attachments:

1. City of Berkeley 2024 Calendar (with observed holidays noted)



**RESOLUTION 23-33**

**ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE BERKELEY RENT STABILIZATION BOARD FOR THE 2024 CALENDAR YEAR**

**BE IT RESOLVED** by the Rent Stabilization Board of the City of Berkeley as follows:

**WHEREAS**, the Brown Act (Gov. Code Section 54954 et seq.) requires a legislative body, such as the Rent Stabilization Board, to annually establish a schedule of its regular meetings, including the time and location of the meeting; and

**WHEREAS**, beginning in 2019, the Board relocated its meetings from Old City Hall to the new Berkeley Unified School District (“BUSD”) Board Room, located at 1231 Addison Street; and

**WHEREAS**, beginning in 2019, the Board changed its regular meeting day to the third Thursday of each month and wishes to continue this arrangement;

**WHEREAS**, pursuant to Government Code Section 54953(e) and City Council Resolution 70,030-N.S., the Board held its monthly meetings exclusively through teleconference and Zoom videoconference through the end of the state of emergency on February 28, 2023; and

**WHEREAS**, since March of 2023, the Board has conducted hybrid meetings in the BUSD Board Room with both in-person attendance and virtual participation in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies.

**NOW, THEREFORE, BE IT RESOLVED** that the Board will hold their regularly-scheduled meetings during the 2024 Calendar year on the following dates:

January 18	April 18	July 18	October 17
February 15	May 16	August 15	November 21
March 21	June 20	September 19	December 19

**RESOLUTION 23-33**

**ESTABLISHING THE REGULAR MEETING SCHEDULE FOR THE BERKELEY  
RENT STABILIZATION BOARD FOR THE 2023 CALENDAR YEAR**

(Page 2)

**BE IT FURTHER RESOLVED** that all meetings shall begin at 7:00 p.m. unless otherwise noticed pursuant to the requirements of the Brown Act and that regular meetings scheduled for the third Thursday of each month at the BUSD Board Room shall only be operative during the 2024 calendar year unless the change is made permanent by subsequent future Board resolution, or unless the Board chooses to adopt a similar annual schedule for another year by subsequent resolution.

Dated: December 21, 2023

Adopted by the Rent Stabilization Board of the City of Berkeley by the following vote:

YES:

NO:

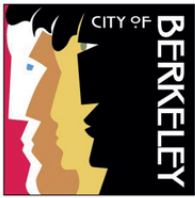
ABSTAIN:

ABSENT:

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Leah Simon-Weisberg, Chair  
Rent Stabilization Board

Attest: \_\_\_\_\_  
DéSeana Williams, Executive Director



# 2024 CALENDAR

JANUARY						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
Sun	Mon	Tues	Weds	Thurs	Fri	Sat
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

### CITY OF BERKELEY RECOGNIZED HOLIDAYS

Jan 1 New Year's Day  
 Jan 15 Martin Luther King Jr.'s Birthday  
 Feb 12 Lincoln's Birthday  
 Feb 19 Washington's Birthday  
 May 19 Malcom X's Birthday - Obs May 20  
 May 27 Memorial Day  
 Jun 19 Juneteenth - Obs June 21

Jul 4 Independence Day  
 Sept 2 Labor Day  
 Oct 14 Indigenous Peoples' Day  
 Nov 11 Veterans Day  
 Nov 28 Thanksgiving Day  
 Nov 29 Day After Thanksgiving  
 Dec 25 Christmas Day

- Pay Day
- Observed Holiday
- Observed VTO Day
- New Employee Orientation



Berkeley Rent Board

DATE: December 21, 2023

TO: Honorable Members of the Rent Stabilization Board

FROM: Leah Simon-Weisberg, Chair  
DeSeana Williams, Executive Director  
By: Matt Brown, General Counsel

SUBJECT: Authorizing the Executive Director or the Chair, in consultation with each other, to appeal decisions of the Zoning Adjustments Board or any Zoning Officer decision that allows for the elimination of residential rental units that are covered by rent stabilization or just cause for eviction

**Recommendation:**

That the Board adopt the attached Resolution 23-34 to authorize the Executive Director or Chair, in consultation with each other (or their designees), to appeal any decision of the Zoning Adjustments Board (ZAB) or any Zoning Officer decision that allows for the elimination of residential rental units that are covered by rent stabilization or just cause for eviction without adequately mitigating their loss, or when the Planning staff decides that the subject units are not “controlled units” after receiving a contradictory determination from the Rent Board. The cost to appeal a ZAB decision to the City Council is \$1,500, to be drawn from Miscellaneous Legal Expenses.

**Background:**

In issuing permits for new construction or extensive renovation of existing housing, the Zoning Adjustments Board (ZAB) is required to make findings under various parts of the municipal code and may place conditions on the project applicant as part of its approval process. The Demolition Ordinance does not allow for the elimination or conversion of controlled rental units unless the ZAB can make a specific set of findings.

Commissioners have expressed grave concern that the ZAB has recently approved projects that will demolish existing rent-controlled units and not replace them with an equal number of affordable units. The Board is the only agency that regulates rent-controlled units in the City of Berkeley. Moreover, the Rent Ordinance specifically states that the purpose of the law is to “help maintain the diversity of the Berkeley community and to ensure compliance with legal obligations relating to the rental of housing.” (Berkeley Municipal Code Section 13.76.030)

The elected Commissioners are tasked with ensuring that the purpose of the Ordinance is upheld. Without the ability to challenge the elimination of rent-controlled units, Commissioners are concerned that the City will continue to experience permanent loss of affordability and thus, permanent loss of diversity. The vast majority of Berkeley's housing stock was built pre-War and much of it has been targeted for demolition in recent years. Commissioners have long requested that the City place primary importance on preserving affordability particularly when rent-controlled units are eliminated. ZAB decisions that do not replace all rent-controlled units with an equal number of affordable units will only further serve to erode affordability and cause lower and middle-income families to have to relocate to other cities.

The sole discretion of determining what is or is not a rent-controlled unit resides with the Rent Board. There have also been cases where the City has not accepted the Board's determination that a unit is controlled. By determining that vacant units are not subject to rent control, the City has created a climate that encourages property owners to empty buildings of tenants and keep them empty until the project is approved.

The ZAB has given no indication that it will change its stance on these issues, thus increasing the prospect of future appeals. ZAB and Zoning Officer decisions have a very short timeline to file an appeal. Given that the elected Board meets only once per month as a group, it is necessary to streamline the process to allow the Executive Director and Chair to act quickly. The attached resolution would give the Executive Director or the Chair, in consultation with each other, the authority to appeal any ZAB or Zoning Officer decision that approves the demolition of existing rent-controlled units without providing for an equal number of affordable replacement units or does not conform to the Rent Board determination of the rent control status of the property.

**Financial Impact:** The cost to appeal a ZAB decision to the City Council is \$1,500, to be drawn from Miscellaneous Legal Expenses.

## RESOLUTION 23-34

### **AUTHORIZING THE EXECUTIVE DIRECTOR OR THE CHAIR, IN CONSULTATION WITH EACH OTHER, TO APPEAL DECISIONS OF THE ZONING ADJUSTMENT BOARD OR ANY ZONING OFFICER DECISION THAT ALLOWS FOR THE ELIMINATION OF ANY RESIDENTIAL RENTAL UNITS THAT ARE COVERED BY RENT STABILIZATION OR JUST CAUSE FOR EVICTION**

BE IT RESOLVED BY the Rent Stabilization Board of the City of Berkeley as follows:

WHEREAS, Article XVII of the Berkeley City Charter and Section 13.76 of the Berkeley Municipal Code Rent Ordinance grants the Board exclusive authority to determine what is and is not a rent-controlled unit in the City of Berkeley; and

WHEREAS, the Rent Ordinance specifically states that the purpose of the law is to “help maintain the diversity of the Berkeley community and to ensure compliance with legal obligations relating to the rental of housing” (Berkeley Municipal Code Section 13.76.030); and

WHEREAS, the elected Board Commissioners have expressed concern that decisions that eliminate rent-controlled housing without fully replacing it with affordable units will further erode diversity in the City and cause low and middle-income families to relocate to other cities; and

WHEREAS, the courts have held that the Rent Board is the sole authority in Berkeley for applying the principles of the rent control system to specific circumstances; and

WHEREAS, recently there have been several cases over the years where city staff or the Zoning Adjustments Board have made findings about units that either contradict the determinations made by the Rent Board or its staff or eliminate rent-controlled units without adequately replacing them with affordable units; and

WHEREAS, these determinations may affect the outcome of an application to eliminate a unit, potentially reducing the stock of units subject to rent control protections in the City of Berkeley; and

## RESOLUTION 23-34

**AUTHORIZING THE EXECUTIVE DIRECTOR OR BOARD CHAIR, IN CONSULTATION WITH EACH OTHER, TO APPEAL DECISIONS OF THE ZONING ADJUSTMENT BOARD OR ANY ZONING OFFICER DECISION THAT ALLOWS FOR THE ELIMINATION OF ANY RESIDENTIAL RENTAL UNITS THAT ARE COVERED BY RENT STABILIZATION OR JUST CAUSE FOR EVICTION (Page 2)**

WHEREAS, when a Notice of Decision is issued by the ZAB or Zoning Officer the appeal period is only fourteen and twenty days respectively; and

WHEREAS, the Board only meets once a month, and therefore it is unlikely Board staff will have the opportunity to obtain Board authorization to appeal individual determinations before the appeal period has passed.

NOW, THEREFORE BE IT RESOLVED, that the Rent Stabilization Board expressly authorizes the Executive Director or the Board Chair, in consultation with each other (or their designees), to appeal any decision of the Zoning Adjustments Board or any Zoning Officer decision that allows for the elimination of rent controlled units without adequately mitigating their loss, or when City staff decides that the subject units are not “controlled units” after receiving a contradictory determination from the Rent Board; and

BE IT FURTHER RESOLVED that any appeal pursuant to this resolution shall be filed on behalf of all the elected Berkeley Rent Board Commissioners; and

BE IT FURTHER RESOLVED that the agency shall use funds from the Board budget to cover all expenses associated with the appeals; and

BE IT FURTHER RESOLVED that Board legal, planning, and finance staff shall be permitted to file all paperwork and otherwise represent the Executive Director or Board Chair as appellants in any appeal filed pursuant to this resolution.

**RESOLUTION 23-34**

**AUTHORIZING THE EXECUTIVE DIRECTOR OR BOARD CHAIR, IN CONSULTATION WITH EACH OTHER TO APPEAL ON BEHALF OF THE CITY OF BERKELEY RENT BOARD ANY DECISION OF THE ZONING ADJUSTMENTS BOARD OR ZONING OFFICER THAT ALLOWS FOR THE ELIMINATION OF RENT CONTROLLED UNITS (Page 3)**

Dated: December 21, 2023

Adopted by the Rent Stabilization Board by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Leah Simon-Weisberg, Chair  
Rent Stabilization Board

Attest: \_\_\_\_\_  
DeSeana Williams, Executive Director





Rent Stabilization Board  
Legal Unit

## MEMORANDUM

**DATE:** December 21, 2023

**TO:** Honorable Members of the Berkeley Rent Stabilization Board

**FROM:** Matt Brown, General Counsel

**SUBJECT:** Working Document Illustrating Proposed Rent Ordinance Amendments

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Attached to this memo is a working document of the current version of the proposed amendments to the Berkeley Rent Ordinance recommended by the Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2024 General Election. The Committee voted to pass this document on to the full Board for review. The Ad Hoc Committee recommends that these Ordinance amendments be forwarded to the 4 x 4 Committee and then to Council for inclusion on the 2024 Berkeley General Election ballot. This document is not a finished product. Legal staff will continue to review these changes for accuracy, clarity, and legality and will write a more comprehensive memorandum to the 4 x 4 Committee on each proposed change once the Board takes action on this matter.

## Index of Proposed Amendments

<b>Summary of Amendment</b>	<b>Section(s)</b>	<b>Date of Inclusion</b>
Removal of outdated, non-substantive language	.020, .030., .040, .050	December 21
Revised findings	.020	December 21
Civil Code section 1946.2 findings	.020	December 12
Tenant Right to organize as a Housing Service	.040; .120; .140; .200	October 2
Regulation of replacement units created by SB 330	.040	October 2
Elimination of Golden Duplex exemption	.040	October 2
Removal of defined terms appearing only once	.040	December 21
Reorganization of Exemption Section	.040;.050	December 12
Permitting the Board to control units replaced as a result of a project under SB 330	.050	December 21
Reduced exemption period for new construction in event of Costa Hawkins repeal	.050	October 30
Requirement that owner must reside in unit at onset of tenancy in order to claim shared kitchen/bath exemption	.050	November 15
Elimination of Section 8, subsidized housing, and non-pre-empted government owned housing exemption	.050	December 12
Elimination of power of the Board to request Council remove rent control	.060	December 12
Landlords must provide/display Notice of Rights	.080	October 2
Landlords must provide notice of claimed exemptions from the Ordinance	.080	October 30
Landlords must fully register prior to collecting rent	.080	October 30

Removal of reference to initial registration fees	.080	December 21
Lowering AGA max from 7% to 3%	.110	October 2
Habitability petitions in MM units	.120; .130	October 2
Making inflationary adjustments of OMI payment mandatory	.130	October 2
Eviction resources of termination notices	.130	October 30
Eviction limited to alleged rental debt over one-month Fair Market Rent	.130	October 30
Eviction for unilaterally-changed terms of tenancy prohibited	.130	October 30
Eviction only for breach of lease which causes substantial injury	.130	December 21
Removed eviction for failure to renew lease	.130	November 15
Right to counsel in eviction	.130	November 15 (Removed December 21)
Reduced period for owners to file termination notices and Unlawful Detainers with the Board.	.130	December 12
Clarification that the City Attorney and Board have equivalent powers to bring an action to enforce the Ordinance	.150	December 21

### 13.76.010

#### Title.

This chapter shall be known as the Rent Stabilization and Eviction for Good Cause Ordinance. (Ord. 5467-NS § 1, 1982; Ord. 5261-NS § 1, 1980)

### 13.76.020

#### Findings.

~~A. The Housing Element of the Berkeley Master Plan of 1977 states that:~~

~~1. Berkeley residents have the right to decent housing in pleasant neighborhoods which meet standards of adequacy at a range of prices they can afford. (Goal 1)~~

~~2. Existing housing should be maintained and improved. (Goal 2)~~

~~3. Berkeley should have an adequate supply of housing throughout the City for persons with special needs. (Goal 3)~~

~~4. All residents should have equal access to housing opportunities, financing and insurance on a non-discriminatory basis. (Goal 4)~~

~~B. On June 6, 1972, the electorate of the City of Berkeley passed a rent control charter amendment that was later voided by the California Supreme Court as being unconstitutional.~~

~~C. A. On June 5, 1973, the City Council declared the existence of a housing emergency in the City of Berkeley, based upon the council's finding of a pattern of steadily rising rents, a shortage of decent housing and an increased deterioration of the existing housing stock in the City.~~

~~D. On November 7, 1978, the electorate of the City of Berkeley passed a renter property tax relief ordinance.~~

~~E. On October 25, 1979, the Berkeley City Council, Berkeley Housing Authority, the Berkeley Housing Advisory and Appeals Board, and members of the City's administrative staff held a public workshop regarding the current housing conditions in Berkeley.~~

~~F. On October 30, 1979, January 26, 1980 and February 21, 1980, the Berkeley City Council held public hearings at which members of the public expressed their views regarding current housing conditions in Berkeley and legislative proposals for rent stabilization and eviction controls.~~

~~G. The most significant provisions of the 1978 Renter Property Tax Relief Ordinance expired on December 30, 1979.~~

~~H. B. On November 27, 1979, the Berkeley City Council passed an ordinance establishing a temporary rent stabilization program, effective until June 30, 1980.~~

C. In 1980, the City of Berkeley voters passed the Rent Stabilization and Eviction for Good Cause Ordinance, establishing the registration of rental units, the regulation of rental increase amounts, and the requirement for a landlord to provide good cause prior to terminating a tenancy. \*

D. In 1995, the California Legislature enacted the Costa-Hawkins Rental Housing Act, which prohibited the ability of local governments to control the rental amount on a rental unit once a new tenancy begins and to control the rental amount in single family homes or rental units with an initial Certificate of Occupancy issued after February 1, 1995. As a result of the Costa-Hawkins Rental Housing Acts, many rental units became unaffordable to Berkeley residents.

E. The City of Berkeley continues to experience a severe housing shortage and an unprecedented increase in the number of unhoused or marginally housed residents in our community. According to data from the United States Census Bureau, in 2019 53% of Berkeley renter households were “rent burdened,” paying more than 30% of their household income for rent.

F. Due to the continuance of the housing emergency which when the voters of Berkeley first enacted this Chapter, the Berkeley Rent Stabilization Board finds that reasonable regulation of aspects of the landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of a variety of rental housing options, and protect the health, safety, and general welfare of the public.

G. Because the voters of Berkeley have periodically updated this Chapter through various and disparate updates, Berkeley Rent Stabilization Board finds a need to enact non-substantive changes this Chapter in 2024 order to make the provisions of this Ordinance easier to read.

H. Pursuant to California Civil Code section 1946.2(g)(1)(B), the Board finds that this Chapter is more protective than the provisions of California Civil Code section 1946.2. The just cause for termination of a residential tenancy under this Chapter is consistent with California Civil Code section 1946.2; however, this Chapter further limits the reasons for termination of a residential tenancy, and provides for higher relocation assistance amounts in the event of a termination. (Ord. 5467-NS § 2, 1982; Ord. 5261-NS § 2, 1980)

**13.76.030**

**Purpose.**

The purposes of this chapter are to regulate residential rent increases in the City of Berkeley and to protect tenants from unwarranted rent increases and arbitrary, discriminatory, or retaliatory evictions, in order 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 of Berkeley'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, ~~minorities~~, **marginalized** communities, students, ~~handicapped~~, **persons with disabilities**, and ~~the aged~~ **older adults**. (Ord. 5467-NS § 3, 1982; Ord. 5261-NS § 3, 1980)

### 13.76.040

#### Definitions.

A. "Board" refers to the elected Rent Stabilization Board established by this chapter and Article [XVII](#) of the Charter of the City of Berkeley.

B. "Commissioners" means the members of the board who are denominated commissioners.

C. "Housing services" include but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, custodian services, refuse removal, furnishing, telephone, parking and any other benefit, privilege or facility connected with the use or occupancy of any rental unit, including the right for tenants to organize as set forth in Section 13.76.200. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

D. "Landlord" means an owner of record, lessor, sublessor or any other person or entity entitled to receive rent for the use or occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

E. "Rent" means the consideration, including any deposit, bonus, benefit or gratuity demanded or received for or in connection with the use or occupancy of rental units and housing services. Such consideration shall include, but not be limited to, monies and fair market value of goods or services rendered to or for the benefit of the landlord under the rental agreement.

F. "Rental agreement" means an agreement, oral, written or implied, between a landlord and a tenant for use or occupancy of a rental unit and for housing services.

G. "Rental unit" means any unit in any real property, including the land appurtenant thereto, rented or available for rent for residential use or occupancy (including units covered by the Berkeley Live/Work Ordinance No. [5217-NS](#)), located in the City of Berkeley, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.

H. "Property" means a parcel of real property which is assessed and taxed as an undivided whole.

I. "Tenant" means any renter, tenant, subtenant, lessee, or sublessee of a rental unit, or successor to a renter's interest, or any group of tenants, subtenants, lessees, or sublessees of any rental unit, or any other person entitled to the use or occupancy of such rental unit.

~~J. "Skilled nursing facility" means a health facility or a distinct part of a hospital which provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes medical, nursing, dietary, pharmaceutical services and an activity program. The facility shall have effective arrangements, confirmed in writing, through which services required by the patients, but not regularly provided within the facility, can be obtained promptly when needed.~~

~~K. "Health facility" means any facility, place or building which is organized, maintained and operated for the diagnosis, care and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which such persons are admitted for a 24-hour stay or longer.~~

L. "Partially-covered unit" means any rental unit that is subject to all sections of this Chapter except: [Section 13.76.100: Establishment of base rent ceiling and posting](#); [Section 13.76.110: Annual general adjustment of rent ceilings](#); and [Section 13.76.120: Individual adjustments of rent ceilings](#).

M. "Fully-exempt unit" means any rental unit that is not subject to any section of this Chapter.

N. "Rent ceiling" means the maximum allowable rent which a landlord may charge on any rental unit covered by this chapter.

O. "Base rent ceiling" means the maximum allowable rent established under Section 13.76.100 of this chapter.

P. "Fees" means for the purpose of this chapter, a charge fixed by law for services of public officers or for use of a privilege under control of government.

~~Q. "Nonprofit, accredited institution of higher education" means a post secondary educational institution whose legal status under the California Education Code is verified by an annual validation receipt from the California State Department of Education, and which is accredited by the Western Association of Schools and Colleges or the Association of Theological Schools and which is exempt from taxation under Section 501(c)(3) of the United States Internal Revenue Code and under Section 23701(d) of the Revenue and Taxation Code, and which, if otherwise required by law to do so, has obtained a valid unrevoked letter or ruling from the United States Internal Revenue Service or from the Franchise Tax Board which states that the organization so qualifies for exemption from taxation.~~

R. "Newly Constructed" means a rental unit created after June 30, 1980. For purposes of this definition, the date a unit was created is based upon the date of the first certificate of occupancy issued for the subject unit.

~~However~~ In the event of the repeal or amendment of Civil Code Section 1954.52, or amendment such that "certificate of occupancy" is no longer the operative standard set forth under state law, the date a unit was created shall be determined by the final inspection approval by the City. **A rental unit shall only be deemed newly constructed for ten years after the date of final inspection approval by the City.** (Ord. 7637-NS § 1, 2018: Ord. 6833-NS § 1 (part), 2004: Ord. 5872-NS § 1, 1988: Ord. 5467-NS § 4, 1982: Ord. 5261-NS § 4, 1980)

### 13.76.050

#### Applicability.

~~A. This~~ **All sections of this** Chapter shall apply to all real property that is being rented or is available for rent for residential use in whole or in part, ~~except for the following:~~ **as provided in this section.**

**B. The following rental units are partially-covered units:**



1. Newly constructed rental units, as defined in Section 13.76.040R and applicable Board Regulations.

Notwithstanding any other provision in this Chapter and to the extent that state or local law permits, any residential rental units created as a result of demolition or replacement where such demolition or replacement is affected via the creation of a “housing development project” as defined in the Housing Crisis Act of 2019 (Senate Bill 330), shall not be exempt as “newly constructed units” and, unless otherwise exempt, shall be covered by all provisions of this Chapter.

2. A dwelling or a unit alienable separate from the title to any other dwelling unit unless the tenancy commenced before January 1, 1996. This partial exemption shall apply only as long as the pertinent provisions of California Civil Code Section 1954.50 et. seq. (“Costa-Hawkins”) remain in effect and require such an exemption. A property owner who owns only one residential unit in the City of Berkeley, and occupied that residential unit for 365 consecutive days as their principal residence immediately prior to renting the unit, and is absent from the unit for a period not to exceed 24 months, and such period is specified in the lease, shall also be exempt from the terms of Section 13.76.080, Rent Registration, of this Chapter.

C. The following are fully-exempt units:

1. Rental units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside only if applicable Federal or State law or administrative regulation specially exempt such units from municipal rent control.

2. Rental units which are rented primarily to transient guests for use or occupancy less than fourteen consecutive days in establishments such as hotels, motels, inns, tourist homes, and rooming and boarding houses. However, the payment of rent every fourteen days or less shall not by itself exempt any unit from coverage by this chapter.

3. Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.

4. Rental units in any hospital, skilled nursing facility, health facility, ~~asylum~~, or non-profit home for older persons.

For the purposes of this subsection, the following definitions apply:

“Skilled nursing facility” means a health facility or a distinct part of a hospital which provides the following basic services: skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes medical, nursing,

dietary, pharmaceutical services and an activity program. The facility shall have effective arrangements, confirmed in writing, through which services required by the patients, but not regularly provided within the facility, can be obtained promptly when needed.

“Health facility” means any facility, place or building which is organized, maintained and operated for the diagnosis, care and treatment of human illness, physical or mental, including convalescence and rehabilitation and including care during and after pregnancy, or for any one or more of these purposes, for one or more persons, to which such persons are admitted for a 24-hour stay or longer.

5. Rental units in a residential property where the landlord shares kitchen or bath facilities with the tenant(s) of such rental unit and where the landlord also occupied a unit in the same property as their principal residence at the inception of the tenancy.

For the purposes of this subsection, the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.

6. Rental units or room rented by an active member of a fraternity or sorority recognized by the University of California Berkeley, or a rental unit or room rented by an active member of a fraternity or sorority identified by Rent Board Resolution. To qualify for the exemption, the rental unit must be owned by the fraternity or sorority or by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority’s rental units for the benefit of the members in order to provide housing to said members at cost.

7. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and one lawfully established and fully permitted Accessory Dwelling Unit where the landlord also occupies a unit in the same property as his/her principal residence. This subsection (13.76.050N) shall only apply to properties containing a single Accessory Dwelling Unit, shall only apply to units compliant with all applicable requirements of Chapter 23C.24 ("Accessory Dwelling Units"), and shall only apply to tenancies created after November 7, 2018.

8. Rental units in a facility owned or leased by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that has the primary purpose of operating a treatment, recovery, therapy, sanctuary or shelter program for qualified clients, where such rental units are provided incident to the client’s participation in the primary program and where the client has been informed in writing of the temporary or transitional nature of the housing at the inception of his or her participation in the program.

However, except as may be preempted by the Transitional Housing Participant Misconduct Act (California Health and Safety Code Sections 50580 et. seq.) or other state or federal law, such rental units shall not be exempted from the requirements of Section 13.76.130, Good Cause Required for Eviction. For purposes of Section 13.76.130.A.2, the client's continued eligibility for participation in the treatment, recovery, therapy, sanctuary or shelter program shall be deemed a material term of the client's rental agreement with the program's operator.

~~A. Rental units which are owned by any government agency. However, the exemption of units owned by the Berkeley Housing Authority from the terms of this chapter shall be limited to their exemption from the terms of Section 13.76.080, Rent Registration; Section 13.76.100, Establishment of Base Rent Ceiling and Posting; Section 13.76.110, Annual General Adjustment of Rent Ceilings; and Section 13.76.120, Individual Adjustments of Rent Ceilings, of this chapter.~~

~~B. Rental units which are rented primarily to transient guests for use or occupancy less than fourteen consecutive days in establishments such as hotels, motels, inns, tourist homes, and rooming and boarding houses. However, the payment of rent every fourteen days or less shall not by itself exempt any unit from coverage by this chapter.~~

~~C. Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.~~

~~D. Rental units leased to tenants assisted under the Section 8 program (42 U.S.C. Section 1437f) or the Shelter Plus Care Program (42 U.S.C. 11403 et. seq.) or similar federally funded rent subsidy program. Except as may be preempted by state or federal law, the exemption of such rental units from the terms of this chapter shall be limited to Section 13.76.080, Rent Registration; Section 13.76.100, Establishment of Base Rent Ceiling and Posting; Section 13.76.110, Annual General Adjustment of Rent Ceilings and Section 13.76.120, Individual Adjustments of Rent Ceilings, of this chapter. However, the exemption from Sections 13.76.080, 13.76.110 and 13.76.120 shall apply only for so long as the rent demanded does not exceed the authorized Payment Standard, which, for purposes of this subsection, is the maximum monthly rental assistance potentially available to an assisted household before deducting the household share of income paid for rent and utilities as established by the Berkeley Housing Authority or successor agency. For units where the rent demanded exceeds the Payment Standard, the Payment Standard or an initial rent above the Payment Standard if approved by the Berkeley Housing Authority, as reported to the board by the Berkeley Housing Authority or successor agency, shall become the unit's base rent ceiling and the reference point from which the rent ceiling shall be adjusted in accordance with Sections 13.76.110 and 13.76.120.~~

~~E. Rental units in any hospital, skilled nursing facility, health facility, asylum, or non-profit home for the aged.~~

~~F. Rental units in a residential property which is divided into a maximum of four units where one of such units is occupied by the landlord as his/her principal residence. Any exemption of rental units established under this subsection (13.76.050 F.) shall be limited to rental units that would have been exempt under the provisions of this chapter had this chapter been in effect on December 31, 1979. After July 1, 1982, this exemption shall no longer apply to rental units in a residential property which is divided into three or four units. It shall continue to apply to rental units in a residential property which is divided into two units, and which meet all the other requirements of this subsection (13.76.050F). Rental units which become non-exempt under this provision shall have the provisions of Subsections 13.76.080I and 13.76.100C applied to them.~~

~~G. A rental unit in a residential property where the landlord shares kitchen or bath facilities with the tenant(s) of such rental unit and where the landlord also occupies a unit in the same property as his/her principal residence.~~

~~H. For the purposes of Subsections 13.76.050 F. and G., the term landlord shall be defined only as the owner of record holding at least 50% interest in the property.~~

~~I. Newly constructed rental units, as defined in Section 13.76.040Q. However, the exemption of such newly constructed units shall be limited to their exemption from the terms of Section 13.76.100, Establishment of Base Rent Ceiling and Posting; Section 13.76.110, Annual General Adjustment of Rent Ceilings; and Section 13.76.120, Individual Adjustments of Rent Ceilings, of this chapter. To the extent that state law permits, the exemption of such newly constructed units shall be limited to the first 20~~10~~ years after completion of construction.~~

~~J. A rental unit which is rented by a nonprofit, accredited institution of higher education to a tenant or tenants who are student(s), faculty, or staff of the institution or of a member school of the Graduate Theological Union, provided, however, that the institution owned the unit as of January 1, 1988.~~

~~K. A rental unit in a residential property owned by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that is rented to a low income tenant and subject to a regulatory agreement with a governmental agency that controls the unit's rent levels. However, the exemption for such rental units from the terms of this chapter shall be limited to Section 13.76.080, Rent Registration; Section 13.76.100, Establishment of Base Rent Ceiling and Posting; Section 13.76.110, Annual General Adjustment of Rent Ceilings; and Section 13.76.120, Individual Adjustments of Rent Ceilings of this chapter and shall apply only for so long as the regulatory~~

~~agreement is in effect. This exemption shall not apply to rental units at the property that are not subject to a regulatory agreement with a governmental agency or that are rented by a tenant who occupied the unit prior to the property's acquisition by the tax-exempt organization.~~

~~L. Rental units in a facility owned or leased by an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code that has the primary purpose of operating a treatment, recovery, therapy, sanctuary or shelter program for qualified clients, where such rental units are provided incident to the client's participation in the primary program and where the client has been informed in writing of the temporary or transitional nature of the housing at the inception of his or her participation in the program. However, except as may be preempted by the Transitional Housing Participant Misconduct Act (California Health and Safety Code Sections 50580 et. seq.) or other state or federal law, such rental units shall not be exempted from the terms of Section 13.76.130, Good Cause Required for Eviction. For purposes of Section 13.76.130.A.2, the client's continued eligibility for participation in the treatment, recovery, therapy, sanctuary or shelter program shall be deemed a material term of the client's rental agreement with the program's operator.~~

~~M. A rental unit or room which is rented by an active member of a fraternity or sorority recognized by the University of California Berkeley, or a rental unit or room which is rented by an active member of a fraternity or sorority identified by Rent Board Resolution. To qualify for the exemption, the rental unit must be owned by the fraternity or sorority or by an entity whose sole purpose is the maintenance and operation of the fraternity or sorority's rental units for the benefit of the members in order to provide housing to said members at cost.~~

~~N. A rental unit in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and one lawfully established and fully permitted Accessory Dwelling Unit where the landlord also occupies a unit in the same property as his/her principal residence. This subsection (13.76.050N) shall only apply to properties containing a single Accessory Dwelling Unit, shall only apply to units compliant with all applicable requirements of Chapter 23C.24 ("Accessory Dwelling Units"), and shall only apply to tenancies created after November 7, 2018.~~

~~O. A dwelling or a unit alienable separate from the title to any other dwelling unit unless the tenancy commenced before January 1, 1996. However, the exemption of such units shall be limited to their exemption from the terms of Section 13.76.100, Establishment of Base Rent Ceiling and Posting; Section 13.76.110, Annual General Adjustment of Rent Ceilings; and Section 13.76.120, Individual Adjustments of Rent Ceilings, of this chapter. A property owner who owns only one residential unit in the City of Berkeley,~~

~~and occupied that residential unit for 365 consecutive days as their principal residence immediately prior to renting the unit, and is absent from the unit for a period not to exceed 24 months, and such period is specified in the lease, shall also be exempt from the terms of Section 13.76.080, Rent Registration, of this Chapter. The exemptions provided in this Section shall apply only as long as the pertinent provisions of California Civil Code Section 1954.50 et. seq. ("Costa Hawkins") remain in effect and require such an exemption. (Ord. 7747 NS § 1, 2020; Ord. 7637 NS § 2, 2018; Ord. 7525 NS § 1, 2016; Ord. 6833 NS § 2 (part), 2004; Ord. 6354 NS § 1, 1996; Ord. 5872 NS § 2, 1988; Ord. 5467 NS § 5, 1982; Ord. 5261 NS § 5, 1980)~~

### 13.76.060

#### Rent Stabilization Board.

A. *Composition.* There shall be in the City of Berkeley an elected rent stabilization board; the board shall consist of nine commissioners. The board shall elect annually as chairperson one of its members to serve in that capacity.

B. *Eligibility.* Residents who are duly qualified electors of the city of Berkeley are eligible to serve as commissioners on the board.

C. *Full disclosure of holdings.* Candidates for the position of commissioner shall fulfill the requirements as set forth in the City Charter in Article III, Section 6 1/2.

In addition, when filing nomination papers, candidates shall submit a verified statement of their interests and dealings in real property, including but not limited to its ownership, sale or management and investment in and association with partnerships, corporations, joint ventures and syndicates engaged in its ownership, sale or management during the previous three years.

D. *Election of commissioners.* Commissioners shall be elected at the statewide general election held in November of even numbered years.

E. *Terms of office.* Commissioners' terms of office shall be as set forth in Article XVII of the Berkeley City Charter.

F. *Powers and duties.* The elected rent stabilization board shall have the power to determine, to arbitrate and to set rent levels, whether through general or individual adjustments, of any unit which has controlled rents under any Berkeley Ordinance, and to administer any Berkeley program which regulates rents and evictions. The board shall have the following powers and duties:

1. Set the rent ceilings for all rental units.
2. Require registration of all rental units under Section [13.76.080](#).
3. Publicize the manner in which the base rent ceiling is established under Section [13.76.100](#).
4. To make adjustments in the rent ceiling in accordance with Sections [13.76.110](#) and [13.76.120](#).
5. Set rents at fair and equitable levels in view of and in order to achieve the purposes of this chapter.
6. To issue orders, rules and regulations, conduct hearings and charge fees as set below.
7. Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties.
8. Report annually to the city council of the City of Berkeley on the status of rental housing units covered by this chapter.
9. ~~Request the City Council to remove rent controls under Section [13.76.060Q](#).~~
10. Administer oaths and affirmations and subpoena witnesses and relevant documents.
11. Establish rules and regulations for settling civil claims under Section [13.76.150](#).
12. Seek injunctive relief under Section [13.76.150](#).
13. Pursue civil remedies in courts of appropriate jurisdiction.
14. Intervene as an interested party in any litigation brought before a court of appropriate jurisdiction by a landlord or tenant with respect to rental units covered by this chapter.
15. Hold public hearings.
16. Charge and collect registration fees, including penalties for late payments **and fines, as set by schedule, for failure to re-register a rental unit within fifteen(15) days of the commencement of a new tenancy.**

17. To require that landlords of rental units subject to the requirement to register under Section 13.76.080 provide notice of the existence of this Chapter to each new tenant at the commencement of their tenancy.

17. Other powers necessary to carry out the purposes of this Chapter which are not inconsistent with the terms of this Chapter.

18. Except as provided in Section 13.76.060N of this Chapter, the board shall finance its reasonable and necessary expenses for its operation without the use of general fund monies of the City of Berkeley.

G. Rules and Regulations: The board shall issue and follow such rules and regulations, including those which are contained in this Chapter, as will further the purposes of this Chapter. The board shall publicize its rules and regulations prior to promulgation in at least one newspaper of general circulation in the City of Berkeley.

All rules and regulations and relevant documents explaining the decisions, orders, and policies of the board shall be kept in the board's office and shall be available to the public for inspection and copying.

The board shall publicize this Chapter so that all residents of the City of Berkeley will have the opportunity to become informed about their legal rights and duties under this Chapter. The board shall prepare a brochure which fully describes the legal rights and duties of landlords and tenants under this Chapter. The brochure shall be made available to the public.

H. Meetings: The board shall hold regularly scheduled meetings. Special meetings shall be called at the request of at least a majority of the commissioners of the board. The board shall hold its initial meeting no later than July 15, 1980.

I. Quorum: Five commissioners shall constitute a quorum for the board.

J. Voting: The affirmative vote of five commissioners of the board is required for a decision, including all motions, rules, regulations, and orders of the board.

K. Compensation: The rent stabilization board shall be a working board. Commissioners shall be paid compensation and benefits in an amount set by the board in order to compensate commissioners for their time and work performed as required by this chapter and the city charter.

L. Dockets: The board shall maintain and keep in its office all hearing dockets, which shall be available for public inspection.



M. Vacancies: If a vacancy shall occur on the board, a qualified person to fill such vacancy shall be selected in accordance with the procedures set forth in Article V of the City Charter.

N. Financing: The board shall finance its reasonable and necessary expenses by charging landlords annual registration fees in amounts deemed reasonable by the board. The registration fee for partially-exempt units shall reasonably approximate the cost of registration and counseling services for such units, and shall not include the cost of services from which such units are exempt. Such registration fees shall not be passed on to tenants in the form of rent increases except with the express prior approval of the board. The board is also empowered to request and receive funding, when and if necessary, from the city of Berkeley and/or any other available source for its reasonable and necessary expenses, including expenses incurred at the request of the City.

O. Staff: The board shall be a working board and shall employ such staff as may be necessary to perform its functions efficiently and as provided by Berkeley Ordinance.

P. Registration: The board shall require the registration of all rental units covered by this chapter as provided for in Section [13.76.080](#). The board may also require landlords to provide current information supplementing their registration statements.

~~Q. Decontrol: If the annual average vacancy rate for all rental units in the city of Berkeley exceeds five percent over a six month period, the city council is empowered, upon request by the board, at its discretion and in order to achieve the purposes of this chapter, to exempt rental units covered by this chapter from Sections [13.76.080](#), [13.76.100](#), [13.76.110](#) and [13.76.120](#) of this chapter. In determining the vacancy rate for the city of Berkeley the board and the city council shall consider all available data and may conduct their own survey. If units are exempted pursuant to this Subsection Q coverage shall be reimposed if the city council finds that the average annual vacancy rate has thereafter fallen below five percent. Prior to any decision to exempt or renew coverage for rental units under this Subsection Q the board shall hold at least two public hearings.~~

**QR.** Conflict of Interest: Commissioners shall be subject to the requirements of the California Political Reform Act and other applicable state and local conflict of interest codes. Commissioners shall not necessarily be disqualified from exercising any of their powers and duties on the grounds of a conflict of interest solely on the basis of their status as a landlord or tenant. However, a commissioner shall be disqualified from ruling on a petition for an individual adjustment of a rent ceiling under Section [13.76.120](#), where the commissioner is either the landlord of the property or a tenant residing in the

property that is involved in the petition. (Ord. 7747-NS § 2, 2020: Ord. 6008-NS § 1, 1990: Ord. 5467-NS § 6, 1982: Ord. 5261-NS § 6, 1980)

### **13.76.070**

#### **Security deposits.**

Any payment or deposit of monies by the tenant, the primary function of which is to secure the performance of a rental agreement or any part of such agreement, including an advance payment of rent, shall be held by the landlord, in a fiduciary capacity for the benefit of the tenant and shall accrue simple interest at the rate equal to the average rates of interest paid on six-month certificates of deposit by banks doing business in the City of Berkeley until such time as the payment or deposit is returned to the tenant or entitled to be used by the landlord as provided in Civil Code Section [1950.5](#). The interest accrued by said payment or deposit through October 31st of each year shall be returned to the tenant annually in December of each year, either through a rent rebate or cash payment, and shall be at a rate equal to the 12-month average of the average rates of interest paid on six-month certificates of deposit by banks doing business in the City of Berkeley on the first business day of each month for the prior 12 months ending on November 1st, rounded to the nearest tenth. On or before November 15th of each year, the board shall give public notice of the rate to be effective for the following December. Upon the tenant's departure from the premises, the balance of any interest accrued since the last October 31st shall be paid at the average monthly rate from the last November 1st to the date of departure and shall be returned to the tenant along with the appropriate part of the principal and any prior unpaid interest. The board shall compute and publicize the interest rate applicable under this section on an ongoing basis. (Ord. 7525-NS § 2, 2016: Ord. 6833-NS § 3 (part), 2004: Ord. 5467-NS § 7, 1982: Ord. 5261-NS § 7, 1980)

### **13.76.080**

#### **Rent registration.**

A. The board shall require all landlords subject to Subsections 13.76.050I. and 13.76.050O. of this Chapter to file a rent registration statement with the board for each rental unit covered by this chapter as outlined in Subsection 13.76.080L. A property owner who owns only one residential unit in the City of Berkeley, and occupied that residential unit for 365 consecutive days as their principal residence immediately prior to renting the unit, and is absent from the unit for a period not to exceed 24 months, and such period is specified in the lease, shall also be exempt from the terms of Section

13.76.080, Rent Registration, of this Chapter and need not file a rent registration statement for the subject rental unit.

B. Landlords shall provide in their initial rent registration statement the following information:

- (1)The address of each rental unit;
- (2)The name and address of the landlord(s) and the managing agent, if any;
- (3)The date on which the landlord received legal title to or equitable interest in the rental unit;
- (4)The housing services provided for the rental unit;
- (5)The rent in effect on June 6, 1978;
- (6)The rent in effect on December 30, 1979;
- (7)The base rent ceiling;
- (8)The lowest rent in effect between June 6, 1978, and the date of the adoption of this chapter;
- (9)The amount of any deposits or other monies in addition to periodic rent demanded or received by the landlord in connection with the use or occupancy of the rental unit;
- (10)Whether the rental unit was vacant or occupied on May 31, 1980;
- (11)Rent in effect on December 31, 1981.

C. All rent registration statements provided by landlords in accordance with this Chapter shall include an affidavit signed by the landlord declaring under penalty of perjury that the information provided in the rent registration statement is true and correct.

*(New D.) Notice at Commencement of Tenancy.* The landlord of any rental unit subject to this section must give the tenant a written notice on a form prescribed by the board within 15 days of the commencement of the tenancy. The form shall include the following information:

- (1). The existence and scope of this Chapter;
- (2). The tenant's rights to petition against certain rent increases, if applicable;

(3) Whether the landlord is permitted to set the initial rent and subsequent rents during the tenancy without limitation (such as pursuant to California Civil Code Sections 1947.12 and 1954.52); and

(4) Any provisions of this Chapter which the landlord claims the rental unit to be exempt from.

If rental units subject to this Chapter are part of a property with an interior common area that all of the building's tenants have access to, the landlord must post a notice containing the information in subparagraph (1) and, if applicable to all units at the property, the information in subparagraphs (2) through (4).

All registration statements under this section shall include an affidavit signed by the landlord declaring under penalty of perjury that the landlord has provided this notice at the commencement of the current tenancy. A landlord that has failed to provide a notice pursuant to this subsection shall not be in compliance with this section.

(New E). Any landlord who rents a unit to a new tenant after January 1, 1996, shall re-register the rental unit with the board within fifteen (15) days of the commencement of a new tenancy on a form prescribed by the board. Re-registering the unit shall include providing all current tenancy information as established by the board's regulations. ~~The first annual registration fee of twelve dollars per unit shall be paid by the landlords to the board no later than September 1, 1980. Subsequent annual registration fees set in accordance with Section 13.76.060N of this chapter shall be paid no later than July 1 of each year. Because fees charged in years prior to 1991 were due on September 1, but paid for board expenses from each preceding July 1, the fee due 1991 shall be calculated to pay for twelve months of board expenses~~

E. The board shall provide forms for the registration information required by this section and shall make other reasonable efforts to facilitate the fulfillment of the requirements set forth in this section.

F. Every annual registration fee required by this chapter which is not paid on or before July 1 is declared delinquent, and the board shall add to said registration fee and collect a penalty of one hundred percent of the fee so delinquent in addition to the fee. Every six months that the fee and penalty remain delinquent, the penalty shall be increased by one hundred percent of the original fee. The board may waive the penalty if payment is made within thirty days of the original due date.

A landlord may request the board to waive all or part of the penalty if ~~he/she~~ **the landlord** can show good cause for the delinquent payment.

G. The amount of any registration fee, ~~and penalty,~~ **and or fine** imposed by the provisions of this Chapter shall be deemed a debt to the city.

H. Within thirty days after the filing of a rent registration statement, the board shall provide a true and correct copy of said statement to the occupant of the respective unit.

I. Landlords of formerly exempt units shall register within sixty days of coming under coverage of this chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next July 1 annual registration deadline.

J. No landlord shall be deemed to be in compliance with this section with respect to a given unit until the landlord has completed registration for all covered units in the same property. Registration shall be deemed complete when all required information has been provided, **any notice required by subsection 13.76.080.D has been provided to the board,** and all outstanding fees and penalties have been paid.

K. Registration fees shall not be passed along to the tenants without the express, prior approval of the board. Under no circumstances shall penalties be passed along to tenants.

**(New L). A landlord may not demand or collect rent from tenants during any period in which the landlord is out of compliance with the requirements of this section. A landlord may demand rent upon full compliance with all registration requirements.**

L. Landlords of partially-exempt units (set forth above in ~~Sections~~ **Section 13.76.050.B 13.76.050I, and 13.76.050O**.) shall register within sixty days of coming under coverage of this chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next July 1 annual registration deadline. (Ord. 7747-NS § 3, 2020; Ord. 6008-NS § 1, 1990; Ord. 5872-NS § 3, 1988; Ord. 5467-NS § 8, 1982; Ord. 5261-NS § 8, 1980)

### **13.76.090**

#### **Confidentiality of information submitted to board.**

The board shall adopt rules and regulations providing for the confidentiality of information submitted to the board in support of a petition for an individual rent ceiling adjustment under Section **13.76.120** of this chapter when such confidentiality is deemed necessary by the board and where otherwise permitted by state law. (Ord. 6833-NS § 4 (part), 2004; Ord. 5467-NS § 9, 1982; Ord. 5261-NS § 9, 1980)

### **13.76.100**

## Establishment of base rent ceiling and posting.

A. *Base Rent Ceiling.* Upon adoption of this chapter, no landlord shall charge rent for any rental unit covered by the terms of this chapter affecting rents in an amount greater than the lawful rent which was actually due and payable on, or last preceding, May 31, 1980, under the periodic term of the rental agreement, in accordance with the provisions of the Temporary Rent Stabilization Ordinance, No. 5212-N.S., except as permitted by the board under Sections 13.76.110 and 13.76.120 of this chapter. Such lawful rent in effect on May 31, 1980, is the base rent ceiling and is a reference point from which the rent ceiling shall be adjusted in accordance with Sections 13.76.110 and 13.76.120. For such rental units where no rent was in effect on May 31, 1980, the base rent ceiling shall be the most recent lawful periodic rent in effect for that rental unit during the six months preceding that date. For such rental units where no periodic rent was in effect on May 31, 1980, or during the six months preceding that date and no other rent has been certified or determined by the board after hearing, the base rent ceiling shall be the first periodic rent charged following May 31, 1980.

B. *Posting.* The board may establish reasonable rules and regulations for the posting of rent ceiling and other relevant information to further the purposes of this chapter.

C. *Previously Exempt Units.* For rental units specified in Section 13.76.050.F., the base rent ceiling shall be the rent in effect on December 31, 1981. For such rental units where no rent was in effect on December 31, 1981, the base rent ceiling shall be the most recent lawful periodic rent in effect for that rental unit during the six months preceding that date. For such rental units where no periodic rent was in effect on December 31, 1981, or during the six months preceding that date and no other rent has been certified or determined by the board after hearing, the base rent ceiling shall be the first periodic rent charged following December 31, 1981.

D. *Vacancy Rent Increases Preserved.* This subdivision shall apply to the extent that state law no longer mandates that a landlord may establish the initial rental rate for any tenancy in a unit that is otherwise subject to a residential rent control ordinance. For such rental units where the landlord lawfully established a new initial rent under the Costa-Hawkins Rental Housing Act (Civil Code Section 1954.50 et seq.), the Base Rent Ceiling shall be the most recent lawfully established periodic rent. For such rental units that were exempt from rent stabilization pursuant to the Costa-Hawkins Rental Housing Act, the Base Rent Ceiling shall be the most recent lawfully established periodic rent. (Ord. 7637-NS § 3, 2018; Ord. 6833-NS § 5 (part), 2004; Ord. 5467-NS § 10, 1982; Ord. 5261-NS § 10, 1980)

### 13.76.110

## Annual general adjustment of rent ceilings.

A. Effective January 1 of each year, the rent ceiling for all rental units covered by this chapter for which the landlord did not establish an initial rent during the prior calendar year shall be adjusted by 65% of the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) in the San Francisco-Oakland-San Jose region as reported and published by the U.S. Department of Labor, Bureau of Labor Statistics, for the twelve month period ending the previous June 30. In determining the allowable percentage rent increase, numbers of .04 and below shall be rounded down to the nearest tenth decimal place and numbers of .05 and above shall be rounded up to the nearest tenth decimal place. In no event, however, shall the allowable annual adjustment be less than zero (0%) or greater than ~~seven~~ three percent (~~7%~~ 3%). The board shall publish and publicize the annual general adjustment on or about October 31st of each year.

B. An upward general adjustment in rent ceilings does not automatically provide for a rent increase. Allowable rent increases pursuant to a general upward adjustment shall become effective only after the landlord gives the tenant at least a 30 days written notice of such rent increase and the notice period expires.

C. If the maximum allowable rent specified under this chapter for a rental unit is greater than the rent specified for such unit in the rental agreement, the lower rent specified in the rental agreement shall be the maximum allowable rent until the rental agreement expires. If the maximum allowable rent specified under this chapter for a rental unit is less than the rent specified for such unit in the rental agreement, the lower rent specified under this chapter shall be the maximum allowable rent.

D. No rent increase pursuant to an upward general adjustment of a rent ceiling shall be effective if the landlord:

1. Has continued to fail to comply, after order of the board, with any provisions of this chapter and/or orders or regulations issued thereunder, or
2. Has failed to bring the rental unit into compliance with the implied warranty of habitability, or
3. Has failed to make repairs as ordered by the housing inspection services of the City of Berkeley, or
4. Has failed to completely register by July 1, except as provided in Subsection E. below.

E. The amount of an upward general adjustment for which a landlord shall be eligible shall decrease by ten percent (10%) per month for each month beyond October 1 for which the landlord fails to register.

F. An owner who has previously been out of compliance with the ordinance, regulations, or applicable housing, health and safety codes, and has been denied Annual General Adjustments, may be granted them prospectively as set forth in Rent Board Regulations. (Ord. 7525-NS § 3, 2016: Ord. 6832-NS § 1, 2004: Ord. 6008-NS § 1, 1990: Ord. 5467-NS § 11, 1982: Ord. 5261-NS § 11, 1980)

### 13.76.120

#### Individual adjustments of rent ceilings.

A. *Petitions.* Upon receipt of a petition by a landlord and/or tenant, the rent ceiling of individual controlled rental units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this section. The petition shall be on the form provided by the board. The board may set a reasonable per unit fee based upon the expenses of processing the petition to be paid by the petitioner at the time of filing. No petition shall be filed before September 1, 1980. Notwithstanding any other provision of this section, the board or hearing examiner may refuse to hold a hearing and/or grant an individual rent ceiling adjustment for a rental unit if an individual hearing has been held and decision made with regard to the rent ceiling for such unit, within the previous six months.

B. *Petitions for units exempt from adjustment of rent ceilings.* Upon receipt of a petition by a tenant of a unit otherwise exempt from the provisions of this section under Sections 13.76.050.D, 13.76.050.I, 13.76.050.K, 13.76.050.L, and 13.76.050.O, the board may issue a decision on whether the conditions of a rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes. A decision pursuant to this subsection shall not impact the landlord of any such rental unit from exercising any right provided to the landlord under California Civil Code section 1954.52.

B. *Hearing Procedure.* The board shall enact rules and regulations governing hearings and appeals of individual adjustments of rent ceilings which shall include the following:

1. *Hearing Examiner.* A hearing examiner appointed by the board shall conduct a hearing to act upon the petition for individual adjustments of rent ceilings and shall have the power to administer oaths and affirmations.



2. *Notice.* The board shall notify the landlord if the petition was filed by the tenant, or the tenant, if the petition was filed by the landlord, of the receipt of such a petition and a copy thereof.

3. *Time of Hearing.* The hearing officer shall notify all parties as to the time, date and place of the hearing.

4. *Records.* The hearing examiner may require either party to an individual rent ceiling adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the City to conduct a current building inspection if the hearing examiner finds good cause to believe the board's current information does not reflect the current condition of the controlled rental unit. The tenant may request the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at the office of the board. In cases where information filed in a petition for an individual rent ceiling adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

5. *Open Hearings.* All individual rent ceiling adjustment hearings shall be open to the public.

6. *Right of Assistance.* All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, recognized tenant organization representatives or any other persons designated by said parties.

7. *Hearing Record.* The board shall make available for inspection and copying by any person an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions, orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. Any party may have the proceeding tape recorded or otherwise transcribed at his or her own expense.

8. *Quantum of Proof and Notice of Decision.* No individual rent ceiling adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to

the proceedings shall also be notified of their right to and the time limit for any appeal allowed by the board and/or to judicial review of the decision pursuant to this section and Section 13.76.180 of this chapter.

9. *Consolidation.* All landlord petitions pertaining to tenants in the same building shall be consolidated for hearing, and all petitions filed by tenants occupying the same building shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.

10. *Appeal.* Any person aggrieved by the decision of the hearing examiner may appeal to the board or to any appeals panel of the board established by the board, so long as such panel has at least three commissioners. On appeal the board or panel shall affirm, reverse, remand, or modify the decision of the hearing examiner. The board or panel may conduct a new (de novo) hearing or may act on the basis of the record before the hearing examiner without holding a hearing. An appeal to the board shall be filed no later than thirty days after receipt of the notice of the decision of the hearing examiner. The board may set a reasonable appeal fee to be paid by the appellant at the time of filing the appeal.

11. *Finality of Decision.* The decision of the hearing examiner shall be the final decision of the board in the event of no appeal to the board. The decision of the hearing examiner shall not be stayed pending appeal; however, in the event that the board or panel reverses or modifies the decision of the hearing examiner, the board shall order the appropriate party to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the board's.

12. *Time for Decision.* The rules and regulations adopted by the board shall provide for final board action on any individual rent adjustment petition within 120 days following the date of filing of the individual rent ceiling adjustment petition, unless the conduct of the petitioner or other good cause is responsible for the delay.

13. *Board Action in Lieu of Reference to Hearing Examiner.* The board, on its own motion or on the request of any landlord or tenant, may hold a hearing on an individual petition for a rent ceiling adjustment without the petition first being heard by a hearing examiner.

C. In making individual adjustments of the rent ceiling, the board or the hearing examiner shall consider the purposes of this chapter and shall specifically consider all relevant factors, including (but not limited to):

1. Increases or decreases in property taxes;

2. Unavoidable increases or any decreases in maintenance and operating expenses;
3. The cost of planned or completed capital improvements to the rental unit (as distinguished from ordinary repair, replacement and maintenance) where such capital improvements are necessary to bring the property into compliance or maintain compliance with applicable local code requirements affecting health and safety, and where such capital improvement costs are properly amortized over the life of the improvement:
4. Increases or decreases in the number of tenants occupying the rental unit, living space, furniture, furnishings, equipment, or other housing services provided, or occupancy rules;
5. Substantial deterioration of the ~~controlled~~ rental unit other than as a result of normal wear and tear;
6. Failure on the part of the landlord to provide adequate housing services, or to comply substantially with applicable state rental housing laws, local housing, health and safety codes, or the rental agreement;
7. Whether parties conferred in good faith relating to housing services and conditions, landlord-tenant relations, rent increases, and other issues of common interest or concern;
7. The pattern of recent rent increases or decreases;
8. The landlord's rate of return on investment. In determining such return, all relevant factors, including but not limited to the following shall be considered: the landlord's actual cash down payment, method of financing the property, and any federal or state tax benefits accruing to landlord as a result of ownership of the property.
9. Whether or not the property was acquired or is held as a long-term or short-term investment; and
10. Whether or not the landlord has received rent in violation of the terms of this chapter or has otherwise failed to comply with the chapter.

It is the intent of this chapter that individual upward adjustments in the rent ceilings on units be made only when the landlord demonstrates that such adjustments are necessary to provide the landlord with a fair return on investment.

D. No individual upward adjustment of a rent ceiling shall be authorized by the board by reason of increased interest or other expenses resulting from the landlord's refinancing

the rental unit if, at the time the landlord refinanced, the landlord could reasonably have foreseen that such increased expenses could not be covered by the rent schedule then in existence, except where such refinancing is necessary for the landlord to make capital improvements which meet the criteria set forth in Section 13.76.120 C.3. This paragraph shall only apply to that portion of the increased expenses resulting from the refinancing that were reasonably foreseeable at the time of the refinancing of the rental unit and shall only apply to rental units refinanced after the date of adoption of this chapter.

E. Except for cases of individual hardship as set forth in Subsection 13.76.120 I. of this chapter, no individual upward adjustment of a rent ceiling shall be authorized by the board because of the landlord's increased interest or other expenses resulting from the sale of the property, if at the time the landlord acquired the property, the landlord could have reasonably foreseen that such increased expenses would not be covered by the rent schedule then in effect. This Subsection (13.76.120 E.) shall only apply to rental units acquired after the date of adoption of this chapter.

F. No upward adjustment of an individual rent ceiling shall be authorized by the board under this section if the landlord:

1. Has continued to fail to comply, after order of the board, with any provisions of this chapter and/or orders or regulations issued thereunder by the board, or
2. Has failed to bring the rental unit into compliance with the implied warranty of habitability.

G. Allowable rent increases pursuant to an individual upward adjustment of the rent ceiling shall become effective only after the landlord gives the tenant at least a 30 day written notice of such rent increase and the notice period expires.

H. If the board makes a downward individual adjustment of the ceiling, such rent decrease shall take effect no later than 30 days after the effective date set by the board for the downward adjustment.

I. No provision of this chapter shall be applied so as to prohibit the board from granting an individual rent adjustment that is demonstrated necessary by the landlord to provide the landlord with a fair return on investment. (Ord. 5467-NS § 12, 1982; Ord. 5261-NS § 12, 1980)

### **13.76.130**

**Good cause required for eviction.**

A. No landlord shall be entitled to recover possession of a rental unit covered by the terms of this chapter unless said landlord shows the existence of one of the following grounds:

1. The tenant has failed to pay rent to which the landlord is legally entitled pursuant to the lease or rental agreement and under the provisions of state or local law, unless the tenant has withheld rent pursuant to applicable law; and said failure has continued after service on the tenant of a written notice setting forth the amount of rent then due and requiring it to be paid, within a period, specified in the notice, of not less than three days. Rent that is lawfully withheld pursuant to emergency legislation that authorizes rent withholding during the effective period of a state of emergency applicable in Berkeley shall not constitute grounds for recovery of possession except as expressly provided in the applicable emergency legislation. Emergency legislation adopted during the emergency may prohibit recovery of possession for lawfully withheld rent even after the expiration of a state or local emergency. **This subsection shall not constitute grounds where the amount of rent demanded is less than one month of fair market rent for a unit of equivalent size in the Oakland-Fremont, CA HUD Metro FMR Area as determined by the U.S. Department of Housing and Urban Development for the fiscal year in which the rent is demanded.**

(b) There shall not be grounds for recovery of possession of a rental unit under this section if a tenant fails to pay rent after a hearing examiner has issued a decision under Section 13.76.120 which holds the conditions of that rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes. Once a hearing examiner has issued such a decision, a landlord may issue a notice pursuant to this subsection only after one of the following occurs:

(i) The hearing examiner has issued a subsequent decision pursuant to a compliance hearing stating that the defects which caused the conditions of that rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes have been remedied.

(ii) The board reverse or modifies the decision of the hearing examiner pursuant to subsection 13.76.120.B.10. with respect to the specific finding that the conditions of the rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes,

(iii) A building inspector has performed a compliance re-inspection of the rental unit as set forth in section 19.40.1002.3 and has issued a notice stating that the defects which caused the conditions of that rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes have been remedied.

2. The tenant has continued, after written notice to cease, to substantially violate any of the material terms of the rental agreement, except the obligation to surrender possession on proper notice as required by law, and provided that such terms are reasonable and legal and have been accepted in writing by the tenant or made part of the rental agreement; and provided further that, where such terms have been accepted by the tenant or made part of the rental agreement subsequent to the initial creation of the tenancy, the landlord shall have first notified the tenant in writing that he or she need not accept such terms or agree to their being made part of the rental agreement.

Material terms of the rental agreement only include those terms of the rental agreement which both parties have expressly agreed upon and do not include any changes of the terms of tenancy, other than the amount of rent owing for the premises, which the landlord has attempt to impose unilaterally under Civil Code Section 827.

In order to assert this grounds for eviction, the landlord must demonstrate all of the following: (1) that the tenant's lease violation caused substantial actual injury to the landlord or other tenant on the property, and (2) that the tenant's behavior was unreasonable.

Actual injury must be a direct result of the tenant's lease and is not limited to physical or personal injury. Substantial actual injury includes but is not limited to the harm caused by a tenant's failure to comply with income recertification mandated by state or federal statute or regulation for deed-restricted affordable housing units.

Notwithstanding any contrary provision in this chapter or in the rental agreement, a landlord is not entitled to recover possession of a rental unit under this subsection where a tenant permits his or her rental unit to be occupied by a subtenant, provided:

(a) The landlord has unreasonably withheld consent to the subtenancy; and

(b) The tenant remains an actual occupant of the rental unit; and

(c) The number of tenants and subtenants actually occupying the rental unit does not exceed the number of occupants originally allowed by the rental agreement or the board's regulations, whichever is greater.

(d) Withholding of consent by the landlord shall be deemed to be unreasonable where:

i. The tenant's written request for consent was given at least two weeks prior to commencement of the subtenancy;

ii. The proposed new subtenant has, upon the landlord's written request, completed the landlord's standard form application or provided sufficient information to allow the landlord to conduct a standard background check, including references and credit, income and other reasonable background information; and

iii. The proposed new subtenant meets the landlord's customary occupancy qualifications and has not refused the landlord's request to be bound by the terms of the current rental agreement between the landlord and the tenant; and

iv. The landlord has not articulated in writing a well-founded reason for refusing consent.

**Any notice to cease given pursuant to this subsection must state allegations in sufficient detail so that a reasonable person would understand the alleged violation and resulting injury, including the specific term of the lease alleged violated, the date of the alleged violation, and the injury that occurred as a result of the alleged violation.**

3. The tenant has willfully caused or allowed substantial damage to the premises beyond normal wear and tear and has refused, after written notice, to pay the reasonable costs of repairing such damage and cease damaging said premises.

~~4. The tenant has refused to agree to a new rental agreement upon expiration of a prior rental agreement, but only where the new rental agreement contains provisions that are substantially identical to the prior rental agreement, and is not inconsistent with local, state and federal laws.~~

5. The tenant has continued, following written notice to cease, to be so disorderly as to destroy the peace and quiet of other tenants or occupants of the premises or the tenant is otherwise subject to eviction pursuant to subdivision 4 of Code of Civil Procedure Section 1161.

6. The tenant has, after written notice to cease, refused the landlord access to the unit as required by state or local law.

7.

(a) The landlord, after having obtained all necessary permits from the City of Berkeley, seeks in good faith to undertake substantial repairs which are necessary to bring the property into compliance with applicable codes and laws affecting the health and safety of tenants of the building or where necessary under an outstanding notice of code violations affecting the health and safety of tenants of the building, and where such repairs cannot be completed while the tenant resides on the premises.

(b) Where such repairs can be completed in a period of 60 or fewer days, and the tenant, within 30 days after the service of a notice of termination of his or her tenancy, agrees in writing to vacate the premises during the period required to complete the repairs at no charge to the landlord, other than abatement of the obligation to pay rent for the premises during the period required to complete the repairs, the landlord may not recover possession pursuant to this subsection (13.76.130A.7.) unless the tenant shall fail or refuse to vacate the premises in accordance with such agreement.

(c) Where the landlord owns any other residential rental units in the City of Berkeley, and any such unit is vacant and available at the time of premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the landlord, the landlord shall, as a condition of obtaining possession pursuant to this subsection (13.76.130A.7.), notify tenant in writing of the existence and address of each such vacant rental unit and offer tenant the right, at the tenant's option:

i. To enter into a rental agreement (to be designa"ed as a "temporary rental "greement") on any available rental unit which the tenant may choose, at a rent not to exceed the lesser of the lawful rent which may be charged for such available rental unit or the lawful rent in effect, at the time of the notice of termination of tenancy, on the unit



being vacated, said rental agreement to be for a term of the lesser of ninety days or until completion of repairs on the rental unit being vacated by tenant; or

ii. To enter into a new rental agreement or lease for such available rental unit at a rent not to exceed the lawful rent which may be charged for such available rental unit.

(d) Where the landlord recovers possession under this subsection [13.76.130A.7.](#)), the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this subsection.

8. The landlord, after having obtained all necessary permits from the City of Berkeley, seeks in good faith to recover possession of the rental unit, in order to remove the rental unit from the market by demolition.

#### 9. *Owner Move-in Evictions.*

(a) The landlord seeks in good faith with honest intent and without ulterior motive to recover possession for his/her own use and occupancy as his/her principal residence for a period of at least 36 consecutive months; or

(b) For the use and occupancy as the principal residence by the landlord's spouse or by the landlord's child, or parent for a period of at least 36 consecutivemonths.

(c) For the purposes of this subsection ([13.76.130A.9.](#)), the term landlord shall be defined as the owner of record, as of the time of giving of a notice terminating tenancy, and at all times thereafter to and including the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord, holding at least a 50% interest in the property and shall not include a lessor, sublessor, or agent of the owner of record.

(d) All notices terminating tenancy pursuant to subsection [13.76.130A.9](#) shall include the following: the existence and potential availability of relocation assistance under subsection [13.76.130A.9.g](#); the existence of tenant protections for families with minor children as defined in subsection [13.76.130A.9.k](#); the name and relationship of any qualified relative for purposes of subsection [13.76.130A.9b](#); and the landlord's ownership interest in any residential properties in the City of Berkeley where such interest, in any form whatsoever, is ten percent (10%) or greater. The landlord shall, within ten days of giving notice, file a copy of the notice terminating tenancy with the Board.

(e) The landlord may not recover possession under this subsection ([13.76.130A.9](#).) if a comparable unit, owned by the landlord in the City of Berkeley, was, at the time of the landlord's decision to seek to recover possession of the rental unit, already vacant and available, or if a comparable unit, owned by the landlord in the City of Berkeley, thereafter becomes vacant at any time until the earlier of the tenant's surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the landlord. In an action by or against the tenant, evidence that a comparable unit was vacant and available within ninety days prior to the date of a notice terminating the tenant's tenancy shall create a presumption that such unit was vacant and available at the time of the landlord's decision to seek to recover possession of the premise. "Presumption" means that the court must find the existence of the presumed fact unless and until the contrary is proven by a preponderance of the evidence.

(f) The landlord shall offer any non-comparable unit owned by the landlord to the tenant if a non-comparable unit becomes available before the recovery of possession of the tenant's unit at a rate based on the rent the tenant is paying with an upward or downward adjustment based on the condition, size, and other amenities of the replacement unit. Disputes concerning the initial rent for the replacement unit shall be determined by the Rent Board.

(g) Where a landlord recovers possession of a unit under subsection [13.76.130A.9](#), the landlord is required to provide standard relocation assistance to tenant households where at least one occupant has resided in the unit for one year or more in the amount of \$15,000. The landlord is required to provide an additional \$5,000 relocation assistance to tenant households that qualify as low-income; or include tenants with disabilities or or elderly tenants; minor children; or tenancies which began prior to January 1, 1999. The relocation fees set forth above shall be increased in accordance with the rules set forth in subsection [13.76.130A.9.h](#) below. The procedures for payment

of this relocation assistance are set forth below in subsection [13.76.130A.9.p.\(i\)](#) through [\(iv\)](#). The following definitions apply for any tenant households evicted for owner move-in under subsection [13.76.130A.9](#):

i. "Low-income tenants" means persons and families whose income does not exceed the qualifying limits for lower income families as established and amended from time to time pursuant to Section 8 of the United States Housing Act of 1937, or as otherwise defined in Health and Safety Code Section [50079.5](#).

ii. A person has a "disability" if he/she has a physical or mental impairment that limits one or more of a person's major life activities within the meaning of the California Fair Housing and Employment Act (Government Code § [12926](#)).

iii. "Elderly" is defined as sixty (60) years of age or older.

iv. "Minor child" means a person who is under eighteen18 years of age.

v. "Tenancy began prior to January 1, 1999" is a tenancy where an "original occupant" (as defined by Berkeley Rent Board Regulation) still permanently resides in the rental unit.

(h) Effective January 1 of each year beginning in 2018, the fees set forth above in subsection [13.76.130A.9.g.](#), ~~may~~ shall be increased in an amount based on the Consumer Price Index - All Urban Consumers in the San Francisco-Oakland-San Jose Region averaged for the 12-month period ending June 30, of each year, as determined and published by United States Department of Labor. Any increase shall be published by the Board on or before October 31st of each year.

(i) It shall be evidence that the landlord has acted in bad faith if the landlord or the landlord's qualified relative for whom the tenant was evicted does not move into the rental unit within three months from the date of the tenant's surrender of possession of the premises or occupy said unit as his/her principal residence for a period of at least 36 consecutive months.

(j) Once a landlord has successfully recovered possession of a rental unit pursuant to subsection [13.76.130A.9.a.](#), then no other current or future landlords may recover

possession of any other rental unit on the property pursuant to subsection [13.76.130A.9.a](#). It is the intention of this subsection that only one specific unit per property may be used for such occupancy under subsection [13.76.130A.9.a](#) and that once a unit is used for such occupancy, all future occupancies under subsection [13.76.130A.9.a](#) must be of that same unit.

(k) A landlord may not recover possession of a unit from a tenant under subsection [13.76.130A.9](#) if any tenant in the rental unit has a custodial or family relationship with a minor child who is residing in the unit, the tenant with the custodial or family relationship has resided in the unit for 12 months or more, and the effective date of the notice of termination of tenancy falls during the school year. The term "school year" as used in this subsection means the first day of instruction for the Fall Semester through the first day of the month following the last day of instruction for the Spring Semester, as posted on the Berkeley Unified School District website for each year.

i. For purposes of subsection [13.76.130A.9.k](#), the term "custodial relationship" means that the person is a legal guardian of the child, or has a caregiver's authorization affidavit for the child as defined by Section [6550](#) of the California Family Code, or that the person has provided full-time custodial care of the child pursuant to an agreement with the child's legal guardian or court-recognized caregiver and has been providing that care for at least one year or half of the child's lifetime, whichever is less. The term "family relationship" means that the person is the biological or adoptive parent, grandparent, brother, sister, aunt or uncle of the child, or the spouse or domestic partner of such relations.

(l) A landlord may not recover possession of a unit from a tenant under subsection [13.76.130A.9](#) if any tenant in the rental unit:

i. Is 60 years of age or older and has been residing on the property for five years or more; or

ii. Has a disability and has been residing on the property for five years or more; or

iii. Has resided on the property for five years or more and the landlord has a ten percent (10%) or greater ownership interest, in any form whatsoever, in five or more residential rental units in the City of Berkeley.

(m) A tenant who claims to be a member of one of the classes protected by subsection [13.76.130A.9.I](#) must submit a statement, with supporting evidence, to the landlord. A tenant's failure to submit a statement at any point prior to the trial date of an unlawful detainer action for possession of the tenant's unit shall be deemed an admission that the tenant is not protected by subsection [13.76.130A.9.I](#). A landlord may challenge a tenant's claim of protected status by raising it as an issue at trial in an unlawful detainer action for possession of the tenant's unit.

(n) The provisions of subsection [13.76.130A.9.I](#) shall not apply to the following situations:

i. Where a person is the owner of three or fewer residential units in the City of Berkeley and has no greater than a nine percent (9%) ownership interest in any other residential unit in the City of Berkeley; or

ii. Where each residential rental unit in Berkeley in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by subsection [13.76.130A.9.I](#) and the landlord's qualified relative who is seeking possession of a unit subject to subsection [13.76.130A.9.b](#) is 60 years of age or older or is disabled as defined in subsection [13.76.130A.9.I\(ii\)](#) above; or

iii. Where each residential rental unit in Berkeley in which the landlord holds an ownership interest of ten percent (10%) or greater is occupied by a tenant otherwise protected from eviction by subsection [13.76.130A.9.I](#), the landlord has owned the unit for which possession is being sought subject to subsection [13.76.130A.9.a](#) for five years or more and is 60 years of age or older or is disabled as defined in subsection [13.76.130A.9.I\(ii\)](#).

(o) Where a landlord recovers possession under Subsection [13.76.130A.9](#), the tenant must be given the right of first refusal to re-occupy the unit upon its next vacancy.

(p) When a landlord is required to provide a relocation assistance payment subject to subsection [13.76.130A.9.g](#), the payment shall be divided among the tenants occupying the rental unit at the time of service of the notice to terminate tenancy.

i. Within ten days of service of a notice terminating tenancy under subsection [13.76.130A.9](#), the landlord shall deposit the standard relocation assistance (for

households where an occupant has resided one year or more) with the City or its designated agent to be held in escrow. Within ten days after the funds are deposited into escrow, the City shall release the standard relocation assistance to the tenant household, unless the landlord notifies the Rent Stabilization Program in writing that he/she disputes the tenant's eligibility to receive such assistance.

ii. In order to claim entitlement to additional relocation assistance under subsection [13.76.130A.9.g](#), a tenant must notify the landlord and the Rent Stabilization Program in writing that he/she is claiming low-income, disability, elderly, tenant with minor child status, or a claim that the tenancy began prior to January 1, 1999 (hereinafter "entitlement to additional relocation assistance") per subsection [13.76.130A.9.g](#) within 30 days of filing of notice of termination of tenancy with the Rent Stabilization Program. The landlord shall deposit the additional relocation payment with the Rent Stabilization Program or its designated agent to be held in escrow for any tenant household who claims entitlement to additional relocation assistance within ten days after such notice claiming entitlement to additional relocation assistance is mailed. Within ten days after the funds are deposited into escrow, the Rent Stabilization Program shall authorize release of the relocation assistance to the tenant household that claims entitlement to additional relocation assistance, unless the landlord notifies the Rent Stabilization Program in writing that he/she disputes the tenant's eligibility to receive such assistance.

iii. When a tenant household's eligibility to receive standard or additional relocation assistance as described in subsection [13.76.130A.9.g](#) is disputed, either party may file a Rent Board petition requesting a determination of eligibility or file a claim in a court of competent jurisdiction. The Rent Stabilization Program shall release disputed relocation assistance funds to either the tenant or the landlord upon receipt of either a written agreement by both the landlord and the affected tenant, an order of a court of competent jurisdiction, or an order of a City or Rent Board hearing examiner issued pursuant to a petition process conducted in accordance with applicable Rent Board Regulations.

iv. The landlord may rescind the notice of termination of tenancy prior to any release of relocation payment to the tenants by serving written notice stating such rescission on the tenants. In such instance, the relocation payment shall be released to the landlord. Subsequent to the release of any relocation payment to the tenants, the landlord may rescind the notice of termination of tenancy only upon the written agreement of the tenants to remain in possession of the rental unit. If the tenants remain in possession of the rental units after service of a landlord's written notice of rescission of the eviction,

the tenants shall provide an accounting to the landlord of the amount of the relocation payment expended for moving costs, return to the landlord that portion of the relocation payment not expended for moving costs, and assign to the landlord all rights to recover the amount of relocation payment paid to third parties. If a rescission occurs under this subsection, the tenant(s) shall continue the tenancy on the same terms as before the notice was served.

v. Where a landlord has served a notice of termination of tenancy on a tenant prior to the date that this amendment takes effect and the notice of termination of tenancy has not expired, the landlord shall deposit the full relocation payment with the City or its designated agent to be held in escrow for the tenants if the tenants have not vacated the rental unit as of the effective date of this amendment, and the landlord shall pay the full relocation payment to the tenants if the tenants have vacated the rental unit as of the effective date of this amendment. Said deposit in escrow or payment to the tenants shall be made within ten days of the effective date of this amendment.

vi. Failure of the landlord to make any payment specified herein shall be a defense to any action to recover possession of a rental unit based upon the landlord's termination of tenancy notice pursuant to this subsection ([13.76.130A.9](#)). In addition, if the tenants of a rental unit have vacated the unit as a result of a notice of termination of tenancy pursuant to this subsection ([13.76.130A.9](#)), and the landlord fails to make any payment specified herein, the landlord shall be liable to the tenants for three times the amount of the payment as well as reasonable attorney fees.

(q) A tenant who prevails in an action brought under this subsection ([13.76.130A.9](#)), in addition to any damages and/or costs awarded by the court, shall be entitled to recover all reasonable attorney's fees incurred in bringing or defending the action.

(r) At least twice annually, Rent Board staff shall report to the Rent Board regarding the occupancy status of units possession of which has been recovered pursuant to this subsection ([13.76.130A.9](#)) within the prior 36 months.

(s) If any provision or clause of this subsection ([13.76.130A.9](#)) or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses, and to this end the provisions and applications of this subsection are severable.

10. A landlord or lessor seeks in good faith to recover possession of the rental unit for his/her occupancy as a principal residence, where the landlord or lessor has previously occupied the rental unit as his/her principal residence and has the right to recover possession of the unit for his/her occupancy as a principal residence under an existing rental agreement with the current tenants.

11. The tenant fails to vacate a rental unit occupied under the terms of a temporary rental agreement entered into pursuant to the provisions of subsection 13.76.130A.7.c., following expiration of the term of said temporary rental agreement, and following written notice of the availability of tenant's previous rental unit for re-occupancy by tenant (if the term of the rental agreement has expired by reason of the completion of repairs on the old rental unit), or of written notice to quit (if the term of the rental agreement has expired by reason of the expiration of a period of 90 days).

B. A landlord's failure to specify good cause as listed above in subsections 1. through 11. of Section 13.76.130A. in the notice of termination or the notice to quit and in the complaint for possession shall be a defense to any action for possession of a rental unit covered by the terms of this chapter. **Any notice terminating tenancy must additionally include a statement that advice regarding the notice terminating tenancy is available from the Rent Board, the current phone number for the Rent Board's housing counseling services, and the current address to the Rent Board's website.**

C. In any action to recover possession of a rental unit covered by the terms of this chapter, except an action to recover possession under subsection 13.76.130A.7., 13.76.130.A.8, or 13.76.130.A.11., a landlord shall allege, as to each rental unit on the property, substantial compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with the implied warranty of habitability and compliance as of the date of the notice of termination or notice to quit and as of the date of the commencement of the action for possession with Sections 13.76.100 (Rent Ceiling) and 13.76.080 (Rent Registration) of this chapter **and that there is no outstanding decision of the hearing examiner which holds the conditions of that rental unit fail to substantially comply with applicable state rental housing laws, the warranty of habitability or local housing and safety codes as set forth in Section 13.76.120 and subsection 13.76.130.A.1.**

D. The landlord shall file with the board a copy of any notice of termination, notice to quit, and summons and complaint, ~~within ten days~~ **no later than one business day** after the tenant has been served with such notice or summons and complaint. **The board may provide an email address to which the landlord may send any notice of termination, notice to quit, and summons and complaint.**



(Ord. 7747-NS § 4, 2020: Ord. 7525-NS § 4, 2016: Ord. 6833-NS § 6 (part), 2004: Ord. 6602-NS § 1, 2000: Ord. 6007-NS § 1, 1990: Ord. 5467-NS § 13, 1982: Ord. 5261-NS § 13, 1980)

### 13.76.140

#### Retaliation prohibited.

No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any services, **including a tenant's right to engage in Organizing Activities**, or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of rights under this chapter. Such retaliation shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant for actual and punitive damages and injunctive relief. In an action by or against a tenant, evidence of the assertion or exercise by the tenant of rights under this chapter within six months prior to the alleged act of retaliation shall create a presumption that the landlord's act was retaliatory. "Presumption" means that the court must find the existence of the fact presumed unless and until its nonexistence is proven by a preponderance of the evidence. A tenant may assert retaliation affirmatively or as a defense to the landlord's action without the aid of the presumption regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation. (Ord. 5467-NS § 14, 1982: Ord. 5261-NS § 14, 1980)

### 13.76.150

#### Remedies.

A. *For violation of Rent Ceilings or Failure to Register.* If a landlord fails to register in accordance with Section [13.76.080](#) of this chapter, or if a landlord demands, accepts, receives or retains any payment in excess of the maximum allowable rent permitted by this chapter, a tenant may take any or all of the following actions until compliance is achieved:

1. A tenant may petition the board for appropriate relief. If the board, after the landlord has proper notice and after a hearing, determines that a landlord has willfully and knowingly failed to register a rental unit covered by this chapter or violated the provisions of Sections [13.76.100](#), [13.76.110](#) and [13.76.120](#) of this chapter, the board may authorize the tenant of such rental unit to withhold all or a portion of the rent for the unit until such time as the rental unit is brought into compliance with this chapter. After a

rental unit is brought into compliance, the board shall determine what portion, if any, of the withheld rent is owed to the landlord for the period in which the rental unit was not in compliance. Whether or not the board allows such withholding, no landlord who has failed to comply with the chapter shall at any time increase rents for a rental unit until such unit is brought into compliance.

2. A tenant may withhold up to the full amount of his or her periodic rent which is charged or demanded by the landlord under the provisions of this chapter. In any action to recover possession based on nonpayment of rent, possession shall not be granted where the tenant has withheld rent in good faith under this section.

3. A tenant may seek injunctive relief on behalf of herself or himself to restrain the landlord from demanding or receiving any rent on the unit until the landlord has complied with the terms of this chapter.

4. A tenant may file a damage suit against the landlord for actual damages when the landlord receives or retains any rent in excess of the maximum rent allowed under this chapter. Upon further proof of a bad faith claim by the landlord or the landlord's retention of rent in excess of the maximum rent allowed by this chapter, the tenant shall receive a judgment of up to \$750 in addition to any actual damages.

B. *For Violation of Eviction Proceedings.* If it is shown in the appropriate court that the event which the landlord claims as grounds to recover possession under Subsection 13.76.130A.7., Subsection 13.76.130A.8., Subsection 13.76.130A.9., or Subsection 13.76.130A.10. is not initiated within two months after the tenant vacates the unit, or it is shown the landlord's claim was false or in bad faith, the tenant shall be entitled to regain possession and to actual damages. If the landlord's conduct was willful, the tenant shall be entitled to damages in an amount of \$750 or three times the actual damages sustained, whichever is greater.

C. ~~The~~ Both the City Attorney and the board have the separate authority to ~~may~~ bring an action for injunctive relief ~~on behalf of the City or on behalf of tenants seeking compliance by landlords with this chapter or~~ to restrain or enjoin any violation of this chapter or of the rules, regulations, orders and decisions of the board

~~D. The board may seek injunctive relief to restrain or enjoin any violation of this chapter or of the rules, regulations, orders and decisions of the board.~~

~~ED.~~ If a tenant fails to bring a civil or administrative action within 120 days from the date of the first occurrence of a violation of this chapter, the board may either settle the

claim arising from the violation or bring such action. Thereafter, the tenant on whose behalf the board acted may not bring an action against the landlord in regard to the same violation for which the board has made a settlement or brought an action. In the event the board settles the claim it shall be entitled to retain from any payments made by the landlord, the costs it incurred in settlement, and the tenant aggrieved by the violation shall be entitled to the remainder. (Ord. 5467-NS § 15, 1982: Ord. 5261-NS § 15, 1980)

#### **13.76.160**

##### **Partial invalidity.**

If any provision of this chapter or application thereof is held to be invalid, this invalidity shall not affect other provisions or applications of this chapter which can be given effect without the invalid provisions or applications, and to this end the provisions and applications of this chapter are severable. (Ord. 5467-NS § 16, 1982: Ord. 5261-NS § 16, 1980)

#### **13.76.170**

##### **Nonwaiverability.**

Any provision in a rental agreement which waives or modifies any provision of this chapter is contrary to public policy and void. (Ord. 5467-NS § 17, 1982: Ord. 5261-NS § 17, 1980)

#### **13.76.180**

##### **Judicial review.**

A landlord or tenant aggrieved by any action or decision of the board may seek judicial review in a court of appropriate jurisdiction. (Ord. 5467-NS § 18, 1982: Ord. 5261-NS § 18, 1980)

#### **13.76.190**

##### **Criminal penalties.**

Any landlord who is found by a court of competent jurisdiction to be guilty of a willful violation of Section [13.76.130](#) of this chapter shall be subject to up to a \$500 fine and/or 90 days in jail for a first offense and up to a \$1000 fine and/or six months in jail for any subsequent offenses. (Ord. 6833-NS § 7 (part), 2004: Ord. 5467-NS § 19, 1982)

#### **13.76.200**

## Right to organize.

**A. Tenant Association.** Tenants of a residential rental property may establish a tenant association by providing their landlord a petition signed by tenants representing at least 50% plus one of the occupied rental units, including Rooming Houses as defined by board regulation, of the residential rental property certifying their desire to form a tenant association, and identifying the tenant association. For purposes of this subsection, a petition may include individual written statements signed by said tenants, or some combination of individual and collective written statements.

**B. Confer in good faith.** Landlords and tenant associations shall confer with each other in good faith regarding housing services and conditions, community life, landlord-tenant relations, rent increases, and other issues of common interest or concern. “Confer in good faith” means that the parties shall have the mutual obligation, personally or through their authorized representatives, to meet and confer and continue for a reasonable period of time, in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement. Examples of conferring in good faith include, but are not limited to, maintaining a designated point of contact, engaging in regular communications, responding to reasonable requests for information, allowing participation by non-resident advocates, providing adequate time for limited-English speakers to obtain translation services, providing and adhering to timelines for addressing habitability concerns, and negotiating and putting agreements into writing. In addition, a Landlord may not prohibit a Tenant from allowing a Tenant Association representative to attend meetings involving the Landlord and one or more Tenants. The board, through regulation, may further define good faith.

**C. Organizing activities.** “Organizing activities” means 1) initiating contact with tenants, including by conducting door-to-door surveys, to ascertain interest in and/or seek support for forming a tenant association; 2) joining or supporting a tenant association; 3) distributing literature, requesting or providing information, offering assistance, convening meetings (which may occur without a landlord or landlord representative present), or otherwise acting on behalf of one or more tenants in the building regarding issues of common interest or concern. The term “Organizing Activities” shall include, but is not limited to, the operations of a tenant association. A person’s participation or failure to participate in organizing activities shall have no effect on whether that person qualifies as a tenant. The board, through regulation, may further define organizing activities. In addition, a tenant’s right to engage in organizing activities, to receive assistance from a tenant association, and to have organizing activities occur at the property shall qualify as a housing service, and a landlord’s failure to confer in good faith with a tenant association may support a petition for a substantial decrease in housing services.

1. In addition, a Landlord must on written request of the Tenant Association attend, either themselves or through their representative, at least one Tenant Association meeting per calendar quarter, though more frequent attendance at the request of the Tenant Association is permitted. Landlord or Landlord's

representative must remain in attendance at the meeting until all agenda items are complete, unless the meeting extends for more than two hours, in which case the Landlord or Landlord's representative may withdraw from the meeting and request that the remaining items be continued to a subsequent meeting. These meetings shall occur at a mutually convenient time and place. To request that a landlord or their representative attend a meeting, the Tenant Association shall send the Landlord a written request at least 14 days in advance; alternatively, if the Tenant Association meets at a regularly scheduled time and place, then the Tenant Association may send the Landlord a single standing request to attend meetings for the duration of the calendar year.

**B. In the event of a violation of this section, any Tenant Association aggrieved by the violation may institute a civil proceeding for injunctive relief, and money actual damages as specified below, and whatever other relief the court deems appropriate. In addition to the above awards of damages in a civil action under this Chapter, a prevailing plaintiff shall be entitled to an award of reasonable attorney's fees.**

**AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE  
AMENDMENTS**

**AT THE NOVEMBER 2024 GENERAL ELECTION**

REGULAR MEETING OF THE BERKELEY RENT STABILIZATION BOARD

DECEMBER 21, 2023

# Amendment of the Ordinance in General

- ▶ The Rent Stabilization Ordinance can only be amended by the voters of Berkeley.
  - ▶ Amendments are placed on the ballot through a vote of Council or signature gathering of private proponents.
- ▶ The Chair created an ad hoc committee to propose and discuss possible amendments. The Proposed Amendments fall into six broad categories:
  - ▶ Exemptions;
  - ▶ Registration;
  - ▶ Evictions;
  - ▶ Tenants' Right to Organize;
  - ▶ Non-substantive, readability updates; and
  - ▶ Miscellaneous substantive changes

# Exemptions

- ▶ Remove obsolete exemptions.
- ▶ Remove Golden Duplex Exemption.
- ▶ Remove exemption for all subsidized or government-owned housing except as exempted by federal law.
- ▶ Limit shared kitchen/bath exemption to match state law.



# Registration

- ▶ Fine for failure to register new tenancy.
- ▶ Full compliance with registration before a landlord may collect rent.
- ▶ Landlords must provide notice of any claimed exemptions and a tenants' rights under the Ordinance with each new tenancy.

# Evictions

- ▶ Landlords must put notice of eviction defense resources on termination notices.
- ▶ Nonpayment eviction limited to rental debt over one month FMR.
- ▶ Any breach of lease must cause substantial injury.
- ▶ Eviction for unilaterally-changed terms of tenancy or failure to sign new lease removed.
- ▶ Reduced time period to file Termination Notices with the Rent Board.

# Tenant Right to Organize

- ▶ Protects right of tenants to form associations and discuss issues with their landlord in good faith.
- ▶ Created new Section 13.76.200
- ▶ Right to Organize as a Housing Service for which the Hearing Examiner can grant a rent reduction

# Non-substantive/readability updates

- ▶ Reorganization of Exemption section.
- ▶ Removal of outdated language.
- ▶ Proposed updated findings.

# Miscellaneous Amendments

- ▶ Remove Board ability to request Council remove Rent Control.
- ▶ Allow Board to Regulate of Replacement Units under state demolition laws.
- ▶ Lowering maximum AGA from 7% to 3%.
- ▶ MM units habitability petitions (Legal will advise removal of these provisions).



**RENT STABILIZATION BOARD**  
**BUDGET & PERSONNEL COMMITTEE MEETING**

**Thursday, December 14, 2023 – 2:00 p.m.**

**Rent Stabilization Board Law Library – 2001 Center Street, 2<sup>nd</sup> floor, Berkeley**

**PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED IN A HYBRID MODEL WITH BOTH IN-PERSON ATTENDANCE AND VIRTUAL PARTICIPATION.**

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

**To access this meeting remotely:** Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/86229883817?pwd=pqIkBiaV9DzECkpb7CQ2RkF73Veq4w.GZUm-A1I9ga6rj7>. If you do not wish your name to appear on the screen, then use the drop-down menu and click on "Rename" to rename yourself as anonymous. To request to speak, use the "Raise Hand" icon by rolling over the bottom of the screen.

**To join by phone:** Dial 1-669-900-6833 and enter Webinar ID: 862 2988 3817 and Passcode: 126991. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Committee Chair.

To submit an email comment for the Committee's consideration and inclusion in the public record, email [amueller@cityofberkeley.info](mailto:amueller@cityofberkeley.info) with the Subject line in this format: "PUBLIC COMMENT ITEM FOR BUDGET & PERSONNEL COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 12:00 p.m. on the day of the Committee meeting in order to be included.**

Please be mindful that this will be a public meeting and all rules of procedure and decorum apply for both in-person attendees and those participating by teleconference or videoconference.

This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting at the posted location(s). Questions regarding this matter may be addressed to DéSeana Williams, Executive Director of the Rent Board, at 510-981-7368 (981-RENT). The Committee may take action related to any subject listed on the Agenda.



**COMMUNICATION ACCESS INFORMATION:**

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**RENT STABILIZATION BOARD**  
**BUDGET & PERSONNEL COMMITTEE MEETING**

**Thursday, December 14, 2023 – 2:00 p.m.**

**Rent Stabilization Board Law Library – 2001 Center Street, 2<sup>nd</sup> floor, Berkeley**

**AGENDA**

1. Roll Call
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-Chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of agenda
4. Public comment
5. Approval of October 5, 2023, meeting minutes (attached to agenda)
6. Presentation on Performance Management Software PerformYard
7. Rent Board staffing vacancy update (verbal report only)
8. Office relocation process update (verbal report only)
9. Update on the Property Files Scanning Project (verbal update only)
10. CLOSED SESSION – Pursuant to California Government Code Section 54957(b)(1), the Board will also convene in closed session for a Public Employee Evaluation of Performance:  
  
Title: General Counsel
11. Future agenda items
12. Discussion and possible action to set next meeting
13. Adjournment

**STAFF CONTACT: DéSeana Williams, Executive Director (510) 981-7368**  
**COMMITTEE:** Dominique Walker (Chair), Soli Alpert, Leah Simon-Weisberg, Nathan Mizell



## **2 X 2 JOINT COMMITTEE ON HOUSING**

**RENT STABILIZATION BOARD (RSB)/BERKELEY UNIFIED SCHOOL DISTRICT (BUSD)**

**Monday, December 18, 2023 – 5:30 p.m.**

**Rent Stabilization Board Law Library – 2001 Center Street, 2<sup>nd</sup> floor, Berkeley**

**Teleconference location: 1137 Regiment Dr NW Acworth GA, 30101**

**PUBLIC ADVISORY: THIS MEETING WILL BE CONDUCTED IN A HYBRID MODEL WITH BOTH IN-PERSON ATTENDANCE AND VIRTUAL PARTICIPATION.**

For in-person attendees, face coverings or masks that cover both the nose and the mouth are encouraged. If you are feeling sick, please do not attend the meeting in person.

**To access this meeting remotely:** Join from a PC, Mac, iPad, iPhone, or Android device by clicking on this URL: <https://us06web.zoom.us/j/89957042290?pwd=jPasCAbbnzahyrBRZCaI7rGLUYrrlB.1>. If you do not wish your name to appear on the screen, then use the drop-down menu and click on "Rename" to rename yourself as anonymous. To request to speak, use the "Raise Hand" icon by rolling over the bottom of the screen.

**To join by phone:** Dial 1-669-444-9171 and enter Webinar ID: 899 5704 2290 and Passcode: 052929. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Committee Chair.

To submit an e-mail comment for the Committee's consideration and inclusion in the public record, email [dewilliams@berkeleyca.gov](mailto:dewilliams@berkeleyca.gov) with the Subject line in this format: "PUBLIC COMMENT ITEM FOR 2X2 COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:30 p.m. on the day of the Committee meeting in order to be included.**

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## **2 X 2 JOINT COMMITTEE ON HOUSING**

### **RENT STABILIZATION BOARD (RSB)/BERKELEY UNIFIED SCHOOL DISTRICT (BUSD)**

**Monday, December 18, 2023 – 5:30 p.m.**

**Rent Stabilization Board Law Library – 2001 Center Street, 2<sup>nd</sup> floor, Berkeley**

**Teleconference location: 1137 Regiment Dr NW Acworth GA, 30101**

### **AGENDA**

1. Roll Call
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-Chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of agenda
4. Public Comment
5. Election of Committee Chair
6. Discussion and possible action regarding Committee's scope of work
7. Future agenda items
8. Discussion and possible action to set the next meeting
9. Adjournment

**STAFF CONTACT: DéSeana Williams, Executive Director (510) 981-7368**

**COMMITTEE:** Vanessa Marrero (RSB), Leah Simon-Weisberg (RSB), Mike Chang (BUSD), Jennifer Shanoski (BUSD)



Rent Stabilization Board

**RENT STABILIZATION BOARD**  
**AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE AMENDMENTS**  
**AT THE NOVEMBER 2024 GENERAL ELECTION**

**Tuesday, December 12, 2023 – 5:30 p.m.**

**Rent Stabilization Board Law Library – 2001 Center Street, 2<sup>nd</sup> floor, Berkeley**

**Teleconference location: 839 Calle Anasco, Plaza Universidad 2000, San Juan, Puerto Rico 00925**

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**To join by phone:** Dial 1-669-900-6833 and enter Webinar ID: 868 9879 7623 and Passcode: 168969. If you wish to comment during the public comment portion of the agenda, Press \*9 and wait to be recognized by the Committee Chair.

To submit an email comment for the Committee's consideration and inclusion in the public record, email [mbrown@berkeleyca.gov](mailto:mbrown@berkeleyca.gov) with the Subject line in this format: "PUBLIC COMMENT ITEM FOR AD HOC COMMITTEE ON RENT ORDINANCE AMENDMENTS." Please observe a 150-word limit. Time limits on public comments will apply. Written comments will be entered into the public record. **Email comments must be submitted to the email address above by 3:30 p.m. on the day of the Committee meeting in order to be included.**

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**RENT STABILIZATION BOARD**  
**AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE AMENDMENTS**  
**AT THE NOVEMBER 2024 GENERAL ELECTION**

**Tuesday, December 12, 2023 – 5:30 p.m.**

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**AGENDA**

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3. Approval of agenda
4. Approval of minutes from the November 15, 2023 meeting (Attached to agenda)
5. Public Comment
6. Discussion and possible action regarding Potential Berkeley Rent Ordinance Amendments to be placed on the November 2024 General Election Ballot (Tracking Memo and Working Document with Proposed Amendments attached to agenda)
7. Discussion and possible action to set the next meeting
8. Adjournment

**STAFF CONTACT: Matt Brown, General Counsel (510) 981-4930**  
COMMITTEE: Soli Alpert, Xavier Johnson (Chair), Andy Kelley, Leah Simon-Weisberg