



RENT STABILIZATION BOARD
Regular Meeting
Thursday, June 20, 2024 – 7:00 p.m.
School District Board Room – 1231 Addison Street, Berkeley
Teleconference location: 3225 Simon Road, Manitowoc, WI 54220

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/86351823870?pwd=StV8iv1VnftDeahcLsszUQPN5RdeeE.1>. 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: 863 5182 3870 and Passcode: 662299. 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 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.**

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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:

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Regular Meeting

Thursday, June 20, 2024

7:00 p.m.

School District Board Room – 1231 Addison Street, Berkeley

Teleconference location: 3225 Simon Road, Manitowoc, WI 54220

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. **CONSENT ITEMS** – 1 min.*
 - a. Approval of the May 16th regular 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

2019 7TH ST.
1540 PRINCE ST
1598 CAPISTRANO AVE

1603 8TH ST
1627 8TH ST
1632 OREGON ST
1301 ALCATRAZ AVE
1764-1766 WALNUT ST
1767 EUCLID AVE #2
1835 63RD ST
1916 ALCATRAZ AVE
1947 ROSE ST
2010 HEARST AVE #A
2106 SPAULDING AVE
544 WOODMONT
1772 WALNUT
3024 FULTON
1252 HOPKINS
1538 63RD
2631 REGENT
2238 RUSSELL
2400 DOWLING PL #4
2510 CHANNING WAY
2622 MARIN
2706 MLK
2730 8TH
2732 8TH ST
2734 8TH ST
2736 8TH ST
2750 Dwight

Discretionary Waivers

<u>Waiver No.</u>	<u>Property Address</u>
W5118	916 EUCLID
W5119	912 SPRUCE
W5120	1139 OXFORD
W5121	1327 ASHBY
W5122	1530 STUART
W5123	1802 CEDAR
W5124	2813 TELEGRAPH

6. APPEAL – 7:30 p.m.**

***This appeal will not be heard before 7:30 p.m. but may be heard any time thereafter.*

Case No. T-6039 (1846 Spruce Street, Unit 2)

Appellant Tenant (“Tenant”) appeals the hearing decision granting in part and denying in

part Tenant’s Petition for Individual Rent Adjustment (“petition”), seeking a rent ceiling reduction due to certain claimed habitability and code violations and fair housing violations at the rental unit located at 1846 Spruce Street, Unit 2, Berkeley, CA (“premises”).

Tenant appeals the decision on the basis of: (1) conflicting procedure regarding issues of harassment and ADA between the first and second hearing, (2) the hearing examiner allowing testimony of a witness not listed as a witness prior to the December 8, 2024 hearing, and (3) the hearing examiner’s failure to correctly weigh evidence, including the credibility of witnesses. However, Tenant’s appeal fails to substantiate such claims as harmful and how the decision, or parts of the decision, were negatively impacted by such perceived issues. In the end, Tenant fails to meet their burden to establish errors in the decision and to state facts or arguments in support of the appeal.

A review of the record confirms that the hearing examiner awarded appropriate rent ceiling reductions for Tenant’s various claims. Furthermore, the record shows that the decision is supported by substantial evidence. Therefore, the decision of the hearing examiner should be affirmed.

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)
 - (1) Demolition Ordinance Update: Status of City of Berkeley Demolition projects – *Verbal* (Senior Planner Lief Bursell) – 5 min.*
- b. Special presentation on the Fiscal Year (FY) 2024-2025 Budget, Staffing Model, and Expenditure Level (Finance Director Shamika Cole & Executive Director) – 20 min.*
- c. Recommendation to adopt Resolution 24-13 approving the FY 2024-2025 Line-item Budget, Staffing Model, and Expenditure Level (Finance Director Shamika Cole and Executive Director) – 10 min.*
- d. Recommendation to adopt Resolution 24-14 authorizing the Executive Director to extend the contract with Berkeley Community Media through June 30, 2025, and increase the contract by an amount not to exceed \$25,000 for FY 2024-2025 (Executive Director) – 5 min.*
- e. Recommendation to adopt Resolution 24-15 authorizing the Executive Director to extend the contract with QuickCaption, Inc. through June 30, 2025, and increase

the contract by an amount not to exceed \$10,500 for FY 2024-2025 (Executive Director) – 5 min.* TO BE DELIVERED

- f. Recommendation to adopt Resolution 24-16 authorizing the Executive Director to modify the contract with Goldfarb Lipman for legal services through June 30, 2025, and increasing the contract by an amount not to exceed \$75,000 for FY 2024-2025 (General Counsel) – 5 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. Copy of Constant Contact email titled, “Important Changes to Security Deposit Law” sent to landlords and tenants in early June (Executive Director) – 2 min.*
- b. Deadline to submit agenda items/topics for July’s regular Rent Board meeting: **Monday, July 8th by 5:00 p.m.** (Board Secretary)

9. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget & Personnel Committee (Commissioner Walker, Chair) – 5 min.*
Next regularly-scheduled meeting: To Be Announced (TBA)

- b. Environmental Sustainability Committee (Commissioner Martinac, Chair) – 5 min.*
Next regularly-scheduled meeting date: TBA

June 5th agenda

- c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – 5 min.*
Next regularly-scheduled meeting: Tuesday, September 10th at 6:00 p.m.

June 11th agenda

- d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Commissioner Kelley, Chair) – 5 min.*
Next regularly-scheduled meeting: TBA

- e. Outreach Committee (Vice-Chair Alpert, Chair) – 5 min.*
Next regularly-scheduled meeting: Monday, July 8th 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, June 19th at 3:00 p.m.

June 19th agenda packet

- g. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero, Co-Chair) – 5 min.*

Next meeting date: TBA

- h. Updates and Announcements – 5 min.*

- i. Discussion of items for possible placement on future agenda – 5 min.*

10. CLOSED SESSION – Pursuant to California Government Code Section 54956.9(d)(4), the Board will convene in closed session for an update on litigation:

Amicus brief authorization for *California Apartment Association et. al. vs. City of Pasadena, et al.* (B329883, pending).

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
Thursday, May 16, 2024 – 7:00 p.m.
School District Board Room – 1231 Addison Street, Berkeley
Teleconference location: 1418-A 67th Street, Berkeley

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Thursday, May 16, 2024

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School District Board Room – 1231 Addison Street, Berkeley

Teleconference location: 1418-A 67th Street, Berkeley

Minutes - *Unapproved*

- 1. Roll call** – Chair Simon-Weisberg called the meeting to order at 7:19 p.m.
Aimee Mueller called roll.
Commissioners present: Alpert, Elgstrand, Kelley (via Zoom), Marrero, Martinac, Mizell (arrived at 7:50 p.m.), Walker, Simon-Weisberg.
Commissioners absent: Johnson.
Staff present: Brown, Ehlinger, Kim, Mueller, 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 Acknowledgment Statement was played aloud.

3. Approval of Agenda

M/S/C (Alpert/Martinac) APPROVE THE AGENDA WITH THE FOLLOWING CHANGES: MOVE ACTION ITEMS 7.d. AND 7.e. TO A FUTURE MEETING. Roll call vote. YES: Alpert, Elgstrand, Kelley, Marrero, Martinac, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Johnson, Mizell. Carried: 7-0-0-2.

4. Public Comment – There were no speakers.

5. CONSENT ITEMS

a. Approval of the April 18th regular meeting minutes

M/S/C (Alpert/Walker) APPROVE CONSENT ITEM 5.a. AS WRITTEN. YES: Alpert, Elgstrand, Kelley, Marrero, Martinac, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Johnson, Mizell. Carried: 7-0-0-2.

6. **APPEAL – Case No. T-6044 (2432 Fulton Street)**

Appearances:

Gracy Rivera, Appellant

Bianca Cura, Respondent

Jessica Jean Velasco, Respondent

Karen Lam, Respondent

Tatum Hurley, Respondent

M/S/C (Kelley/Marrero) UPHOLD THE HEARING EXAMINER’S DECISION. Roll call vote. YES: Alpert, Elgstrand, Kelley, Marrero, Martinac, Walker; NO: None; ABSTAIN: None; ABSENT: Johnson, Mizell; RECUSED: Simon-Weisberg. Carried: 6-0-0-2-1.

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 – There were no speakers.

a. Chair Update (Chair Simon-Weisberg)

(1) Recommendation to send a letter of support for the Alameda County Community Housing Needs Assessment survey – This items was discussed, but no action was taken.

(2) Discussion and possible action regarding Decarbonization without Displacement – This item was discussed, but no action was taken.

(3) Demolition Ordinance Update – Status of City of Berkeley Demolition projects (Executive Director) – This item was discussed, but no action was taken.

b. Recommendation to adopt proposed amendments to Regulation 1013 [Vacancy Rent Adjustment] to allow the Board to enforce AB 1620 – Second Reading (LIRA Committee)

M/S/C (Elgstrand/Alpert) ADOPT PROPOSED AMENDMENTS TO REGULATION 1013 ON SECOND READING. Roll call vote. YES: Alpert,

Elgstrand, Kelley, Marrero, Martinac, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Johnson, Mizell. Carried: 7-0-0-2.

- c. Recommendation to adopt Resolution 24-12 approving an adjustment to the compensation package for Rent Stabilization Board Executive Director DéSeana Williams (Chair Simon-Weisberg & Commissioner Walker)

Prior to the vote, the Chair read the following statement into the record:
A motion has been made and seconded regarding the modification to the existing employee agreement with DéSeana Williams, Executive Director, of the Berkeley Rent Stabilization Board, by adopting Resolution 24-12. Pursuant to California Government Code section 54953(c)(3), the summary of compensation must be orally reported prior to taking final action. The proposed modification adjusts the Executive Director's hourly base salary of \$123.97 to \$130.17 effective and retroactive to the first pay cycle following November 16, 2023. This salary adjustment is made pursuant to Section 5 of Ms. Williams' existing employment agreement. All other terms of the existing employment agreement will remain the same.

M/S/C (Marrero/Walker) ADOPT RESOLUTION 24-12 AS WRITTEN. Roll call vote. YES: Alpert, Elgstrand, Kelley, Marrero, Martinac, Walker, Simon-Weisberg; NO: None; ABSTAIN: None; ABSENT: Johnson, Mizell. Carried: 7-0-0-2.

- d. Recommendation to adopt Resolution 24-13 recognizing Jewish Voice for Peace in honor of Jewish Heritage Month (Chair Simon-Weisberg) – MOVED TO A FUTURE MEETING BY A PRIOR VOTE OF THE BOARD.
- e. Recommendation to adopt Resolution 24-14 recognizing the Watermelon Club in belated honor of Arab Heritage Month (Chair Simon-Weisberg) – MOVED TO A FUTURE MEETING BY A PRIOR VOTE OF THE BOARD.

8. INFORMATION, ANNOUNCEMENTS AND ARTICLES/MEDIA

from Board Members, Committees, Executive Director or Staff

**THE FOLLOWING ITEMS WERE MENTIONED OR BRIEFLY DISCUSSED.
UNDERLINED ITEMS HAVE ADDITIONAL COMMENTS.**

- a. Update on the Rent Board office move to 2000 Center Street – *Verbal* (Executive Director/Board Secretary)
- b. Update on the Rent Board File Scanning Project – *Verbal* (Project Manager Basil Lecky)

- c. Updated Commissioner attendance at Board/Committee meetings through the 1st quarter of 2024 (Board Secretary)
- d. Deadline to submit agenda items/topics for May's regular Rent Board meeting: **Monday, June 10th by 5:00 p.m.** (Board Secretary)

9. COMMITTEE/BOARD MEETING UPDATES AND ANNOUNCEMENTS

- a. Budget & Personnel Committee (Commissioner Walker, Chair)
Next regularly-scheduled meeting: Thursday, June 6th at 5:30 p.m.
- b. Environmental Sustainability Committee (Commissioner Martinac, Chair)
Next regularly-scheduled meeting date: Wednesday, June 5th at 6:00 p.m.
- c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair)
Next regularly-scheduled meeting: To Be Announced (TBA)
- d. Legislation, IRA/AGA & Registration Committee (LIRA Committee)
(Commissioner Kelley, Chair)
Next regularly-scheduled meeting: TBA
- e. Outreach Committee (Vice-Chair Alpert, Chair) – Committee Chair Alpert mentioned that the Committee continues to explore the work and cost associated with implementing a new language access policy and style guide, and may refer the issue to the Budget & Personnel Committee.
Next regularly-scheduled meeting: Monday, May 13th at 6:00 p.m.

May 13th agenda

- f. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board
(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
(Commissioner Marrero, Co-Chair)
Next meeting date: TBA
- h. Ad Hoc Committee to Consider Rent Ordinance Amendments at the 2024 November General Election (Commissioner Johnson, Chair)
Next meeting date: TBA
- i. Updates and Announcements – Commissioner Alpert mentioned major Police activity in the Southside District right now. Commissioner Mizell announced that he will miss the next two regular meetings. Commissioner Kelley mentioned an Ordinance passed by Council allowing ADUs to be sold separately from the

parcel they were built on, and his intent to bring the issue to the LIRA committee.

j. Discussion of items for possible placement on future agenda

10. CLOSED SESSION – Pursuant to California Government Code Section 54956.9(d)(4), the Board convened in closed session for an update on litigation:

Amicus brief authorization for *CP VI Admirals Code, LLC vs. City of Alameda, et al.*
(case pending appeal)

Following the Board's return from closed session, the Chair announced that the Board voted to approve the filing by the Rent Board of an amicus brief in *CP VI Admirals Code, LLC vs. City of Alameda, et al.*

11. ADJOURNMENT – M/S/C (Alpert, Walker) ADJOURN THE MEETING IN HONOR OF JEWISH HERITAGE MONTH AND ARAB HERITAGE MONTH. Roll call vote.
YES: Alpert, Elgstrand, Kelley, Marrero, Martinac, Mizell, Walker, Simon-Weisberg;
NO: None; ABSTAIN: None; ABSENT: Johnson. Carried: 8-0-0-1.

The meeting adjourned at 8:30 p.m.



Rent Stabilization Board

RENT STABILIZATION BOARD

DATE: June 20, 2024

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

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).

Waiver Recommendations

June 20, 2024

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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
	2019 7TH ST.	JON & MONITA GREEN	1,450.00	1,450.00	-
	1540 PRINCE ST	NAMIT RAISURANA	1,160.00	1,160.00	-
	1598 CAPISTRANO AVE	CATHERINE LEDBETTER	165.00	165.00	-
	1603 8TH ST	CHRIPSTOPHER UTTER	356.00	356.00	-
	1627 8TH ST	YANBO ZHANG	1,580.00	869.00	711.00
	1632 OREGON ST	ANTHONY WEI	1,160.00	1,160.00	-
	1301 ALCATRAZ AVE	KAT HANNAH	1,740.00	1,740.00	-
	1764-1766 WALNUT ST	CALVIN AND MELINDA WONG	1,000.00	1,000.00	-
	1767 EUCLID AVE #2	FRANK & CONSTANCE SAJER	178.00	178.00	-
	1835 63RD ST	DANIEL HO & VIVIAN YU	580.00	580.00	-
	1916 ALCATRAZ AVE	CHUN SING OTTO YEUNG	356.00	356.00	-
	1947 ROSE ST	FAEZEH SHAMTOOB	1,160.00	1,160.00	-
	2010 HEARST AVE #A	CHUAN-PING WANG	150.00	150.00	-
	2106 SPAULDING AVE	SUZANNE BAERTSCH	580.00	522.00	58.00
	544 WOODMONT	PARVIN EBRAHIMI	356.00	356.00	0
	1772 WALNUT	HALIT CANBAZOGLU	778	778	0
	3024 FULTON	CINDY HAAG	870	696	174
	1252 HOPKINS	GARY & KIMIKO TOJI	1450	1450	0
	1538 63RD	SG REAL ESTATE	3500	3500	0
	2631 REGENT	ANDREW WEN	2320	2320	0
	2238 RUSSELL	ZHIYUAN PENG	1080	1080	0
	2400 DOWLING PL #4	SCOTT STOLLER	806	644.8	161.2
	2510 CHANNING WAY	THELMA & LOUISE NO 2 LLC	14904	14904	0
	2622 MARIN	LARRY DRUMM	310	310	0

2000 Center Street, Suite 400, Berkeley, California 94704

TEL: (510) 981-7368 (981-RENT) • TDD: (510) 981-6903 • FAX: (510) 809-3921

E-MAIL : rent@cityofberkeley.info • INTERNET : rentboard.berkeleyca.gov

Waiver Recommendations

June 20, 2024

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	2706 MLK	TIM & SHERI WEDLAKE	300	240	60
	2730 8TH	2730 8TH STREET LLC	250	250	0
	2732 8TH ST	2730 8TH STREET LLC	343	343	0
	2734 8TH ST	2730 8TH STREET LLC	778	778	0
	2736 8TH ST	2730 8TH STREET LLC	778	778	0
	2750 Dwight	2750 DWIGHT WAY LLC	240	240	0
TOTAL			40,678.00	39,513.80	1,164.20

Financial Impact: Ministerial Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **\$39,513.80**.

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
W5118	916 Euclid	SERGIO GARCIA	600.00	300.00	300.00
W5119	912 SPRUCE	REDADCT	1,134.00	1,134.00	0
W5120	1139 OXFORD	ABDUL FARID	1,450.00	1,450.00	0
W5121	1327 ASHBY	SHARON CHOYCE	1,740.00		1740
W5122	1530 STUART	MARCIA THOMPSON	1,556.00	1,556.00	0
W5123	1802 CEDAR	SAM COHEN	870	870	0
W5124	2813 TELEGRAPH	LYDA WONG	1160	1160	0
TOTAL			8,510.00	6,470.00	2,040.00

Financial Impact: Discretionary Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts

Waiver Recommendations

June 20, 2024

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receivable by **\$6,470.00**.

Name and Telephone Number of Contact Person:

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

June Ministerial Waivers

Address	Details
2019 7th St.	This property consists of 5 rented fully covered units. The owners state the property was managed by a property management company that changed ownership numerous times in the past 2 years. Due to the various changes of ownership of the property management company, many of their bills were missed and they are currently catching up with all outstanding bills. The owners don't have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
1540 Prince St	This property consists of 2 fully covered units with both units being rented. The owner has owned this property since May 2023. The owner recently acquired this property and their mailing address differs from the property address. They state that the first bill they received was in January 2024, which they paid immediately. Having never received a prior bill, the owner requests a waiver. As the current owner has no history of late payments, we can consider their request. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
1598 Capistrano Ave	This property is a rented single-family home covered by Measure MM. The owner has owned this property since July 2020. The owner is requesting a waiver because this property is a first-time rental of their previously owner-occupied house. They stated they were not aware of the registration requirements and had assumed filing a business license with the City would have generated any required billing information from the Rent Board. This is the owner's first late payment of registration fees. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
1603 8th St	This property is a rented single-family home covered by Measure MM. The owner has owned this property since September 2011. The owner states they did not receive a bill to their PO Box address. They became aware of the outstanding balance via email on January 24th, 2024. The owner typically pays their registration fee on time and they do not have a history of late payment. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
1627 8th St	This property consists of 2 rented fully covered units. The owner has owned this property since December 2014. The owner states they had incorrect unit information on their account. They indicate that they spoke with Rent Board staff to clarify unit information and to pay the registration fee. The owner has a history of paying registration fees late and was granted a waiver in 2018 and 2019. Staff recommends waiving 55% of penalties because this is the fourth late payment within the prior five years per Reg 884 C.
1632 Oregon St	This property consists of 4 rented fully covered units. The owner has owned this property since October 2009. The owner states they sent a bank check online on June 13, 2023, which was applied on June 29, 2023. However, they later found out the check was sent to the Rental Housing Safety Program and not the Rent Board. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.

Public

<p>1301 Alcatraz Ave</p>	<p>This property consists of 3 rented fully covered units. The owner has owned the property since November 2006. The owner states they did not receive a bill or notice for unit registration prior to January 23, 2024. The owner states they received the first notice via email on 1/23/24, noting that their registration was still open for the 2023/2024 registration cycle. The owner reached out to the Rent Board and made a payment for the outstanding registration fee over the phone. While talking to rent board staff, the owner states they informed staff that the mailing address was incorrect and believes this is why they did not receive the initial billing statement. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>
<p>1764-1766 Walnut St</p>	<p>This property consists of 2 rented fully covered units. The owner has owned this property since August 2022. The owner states the previous owner did not pay the 2022/23 registration fee. This is why they are requesting a waiver of the penalties. The owner does not have a history of late payment. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>
<p>1767 Euclid Ave #2</p>	<p>This property is a rented single-family home covered by Measure MM. The owner has owned the property since July 2021. The owner states the spelling of their mailing address was incorrect. The street name should have been Rodney Lane and not Rooney Lane. This is why they did not receive the 2023/24 billing statement. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>
<p>1835 63rd St</p>	<p>This property consists of 3 fully covered units with 1 of the units owner-occupied. The owners have owned this property since May 2022. The owners stated they had a misunderstanding with their tenant, thinking the tenant was going to leave and end their lease in July 2023. However, the tenant decided to continue their tenancy. In the midst of this, the owners state a family member (Grandmother) went into hospice care and they assumed the role of regular visitations for the remainder of the year. The family member later passed away on 12/24/2023. In early February, they called the Rent Board to correct the unit information on their property. The owners had no intention to have the unit incorrectly recorded nor to deliberately not pay the registration fees. The owners do not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>
<p>1916 Alcatraz Ave</p>	<p>This property is a rented single-family home covered by Measure MM. The property owner has owned this property since March 2016. The owner states they did not receive an email or notice to remind them to register for 2023/2024 year until January 2024. The owner states they were not aware they had to register on an annual basis. The owner moved last year and changed their mailing address with the county's tax record. They were not aware that the Rent Board has its own system for changing addresses. The owner states the penalty is hefty and will impose an undue financial hardship on them. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>

Public

1947 Rose St	This property consists of 4 rented fully covered units. The property owner has owned this property since September 2003. The owner stated they never received the original bill for the 2023/24 registration year. They noticed their address had a typo in the Rent Board system, which is probably why they did not receive the bill. They received a "Past Due Notice" in September while they were out of the country from September 22, 2023 until October 10, 2023. Once they returned, they came by the Rent Board's office to pay the fee. This is the owner's first late payment in the past 6 years. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2010 Hearst Ave #A	This property is a rented condo that is covered by Measure MM. The property owner has owned the property since August 2021. The owner stated they were not aware of the annual registration fee until they received a welcome letter dated 2/2/2023. They immediately paid the fee along with the penalty. This is the owner's first late payment. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2106 Spaulding Ave	This property consists of 2 rented fully covered units. The owner has owned this property since February 2013. The owner stated they made an online payment on 5/27/2023 and received an email from the Rent Board that the payment was received. They noticed the money was not withdrawn from their account and sent a check in June. The owner claims they sent an email in July to ask why their payment had not been processed. Our database shows the owner's check was returned. They later paid the registration fee and penalty after receiving a notice in January. This is the owner's second late payment of registration fees. Staff recommends waiving 90% of the penalties because this is the second late payment within the prior five years per Reg 883 H.2.
544 Woodmont Ave	The current owners have owned the partially covered Single-family home at 544 Woodmont since 2019. This property is a Measure MM property, so there are not five years of payment history to review. Unfortunately, the property owner left the narrative section of the waiver form blank. The property owner did include documentation for a stop payment on a check. Per regulation 884 C, this property qualifies to have 100% of the penalty waived for three late payments in the last five years. Staff recommends waiving 100% of the penalty.
1772 Walnut St	The partially covered single-family home located at 1772 Walnut has been owned by the current owner since 1997. This property is a Measure MM property, so there are not five years of payment history to review. The property owner stated in their waiver that "they were unaware of the passing of Measure MM. However, once they found out, they corrected the issue." A search of Rent Board records will show that the Registration Unit also had placeholder data for the tenancy due to the 2021 database transfer. Per Regulation 883 G, this property qualifies to have 100% of the penalty on the property forgiven due to staff error. Staff recommends waiving 100% of the penalty.
3024 Fulton St	The fully covered property located at 3024 Fulton has been owned by the current owner since 2004. In the last five fiscal years, this property has paid the registration fee late one time in the 21/22 registration cycle. The property owner stated in their waiver, " Her father had an accident on his 95th birthday, which was also the date registration fees were. Unfortunately, she was going through a busy and chaotic time in her life and missed the registration due date." Staff notes that the property owner did not provide any additional documentation for the Board to Review. Per regulation 884 C, this property qualifies to have 80% of the penalty waived for two late payments in the last five years. Staff recommends waiving 80% of the penalty.

Public

<p>1252 Hopkins St</p>	<p>The fully covered property located at 1252 Hopkins has been owned by the current owner since 2002. This property has not made any late registration payments in the last five fiscal years. The property owner stated in their waiver, "They mailed checks 826 and 827 on time but were not received by the Rent Board". Staff notes that the property owner provided additional documentation showing a good faith effort to pay registration fees on time. Per regulation 884 C, this property qualifies to have 100% of the penalty waived for no late payments in the last five years. Staff recommends waiving 100% of the penalty.</p>
<p>1538 63rd St</p>	<p>The fully covered property located at 1538 63rd has been owned by the current owner since 2015. In the last five fiscal years, this property has made one late payment in the 22/23 registration cycle. The property owner stated in their waiver, "They mailed checks 1249 on time but was not received by the Rent Board". Staff notes that the property owner provided additional documentation showing a good faith effort to pay registration fees on time. Per regulation 884 C, this property qualifies to have 100% of the penalty waived for no late payments in the last five years. Staff recommends waiving 100% of the penalty.</p>
<p>2631 Regent St</p>	<p>The fully covered property located at 2631 Regent has been owned by the current owner since 2022. In the last five fiscal years, this property has been paid late three times. However, these payments late payments were made by the prior owner. The property owner stated in their waiver "that the payment was made on time, but there was a processing error, and one of the payments was returned to the property owner." A search of Rent Board records will show that registration staff returned a payment to the property owner. Staff notes that the "Account" listed on the top of both checks says "2720 College". There was a separate smaller memo line that indicated where registration staff should have applied the payment. Per Regulation 883 G, this property qualifies to have 100% of the penalty on the property forgiven due to staff error. Staff recommends waiving 100% of the penalty.</p>
<p>2238 Russell St</p>	<p>This property consists of 3 fully covered units with all 3 units being exempt (1 unit is owner-occupied and the other 2 units are not available for rent). The owner has owned this property since November 2023. The owner states they should not be held responsible for the 2022/23 registration fee because they did not own the property during that registration cycle. The units on the property are currently not being rented and there is no history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.</p>
<p>2400 Dowling Pl #4</p>	<p>This property is a rented condo that is covered by Measure MM. The property owner has owned this property since July 2006. The owner states they regret missing the registration payment and thought that since renting the condo below market rate, the rent board would have little interest in monitoring the property. The owner states they paid the overdue balance in February 2024 for the 2022/23 registration year and requested that the penalties be waived. This is the owner's second late payment of registration fees. Staff recommends waiving 80% of the penalties because this is the second late payment within the prior five years per Reg 884 C.</p>

Public

2510 Channing Way	This property consists of 42 units covered by Measure MM with 6 of the units exempt. The owner has owned this property since November 2018. The owner states they sent a check in June 2023 for the registration fees but was notified in November 2023 that their check was not applied due to the check not having the correct property address. The property is registered under the main parcel address; however, the owner put one of the associated addresses which may be why the payment was not applied. The owner does not have a history of late payment. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2622 Marin Ave	This property consists of 2 rented units covered by Measure MM. The owner has owned this property since February 2018. The owner states in Spring 2023, they received a registration request for the property, which was registered as a single-family dwelling at the time. The owner claims they submitted the payment for the SFH on time and inquired on how to register the new ADU. Once their inquiry was addressed, they filed all the documents to register the unit. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2706 MLK Jr. Way	This property consists of 2 rented units covered by Measure MM. The owner has owned this property since October 2015. The owner states that the registration bill was mailed to an old address. When they received the bill to their current address, they paid the registration fee with a credit card. They are requesting a waiver of penalties because they did not receive the bill timely at the correct address. This is the owner's second late payment of registration fees. Staff recommends waiving 80% of the penalties because this is the second late payment within the prior five years per Reg 884 C.
2730 8TH	This property is a rented single-family home that is covered by Measure MM. The owner has owned this property since December 2005. The owner states when they received the registration bill, they were overwhelmed with the process. They believe the penalty amount is excessive in combination with all other landlord obligations. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2732 8th St	This property is a rented single-family home that is covered by Measure MM. The owner has owned this property since December 2005. The owner states when they received the registration bill, they were overwhelmed with the process. They believe the penalty amount is excessive in combination with all other landlord obligations. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2734 8th St	This property is a rented single-family home that is covered by Measure MM. The owner has owned this property since December 2005. The owner states when they received the registration bill, they were overwhelmed with the process. They believe the penalty amount is excessive in combination with all other landlord obligations. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.

Public

2736 8th St	This property is a rented single-family home that is covered by Measure MM. The owner has owned this property since December 2005. The owner states when they received the registration bill, they were overwhelmed with the process. They believe the penalty amount is excessive in combination with all other landlord obligations. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.
2750 Dwight Way	This property consists of 24 rented units that are fully covered. The owner has owned this property since February 2024. The owner states they received a letter from the Rent Board in October 2023 about fees being owed on their account. They reached out to the Rent Board to get more information on why they still owed fees because they paid registration fees in June 2023. After getting clarification from the Rent Board, they paid the registration fee and is requesting that the penalties be waived. The owner does not have a history of late payments. Staff recommends waiving 100% of the penalties because this is the first late payment within the prior five years per Reg 884 C.

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5118	Property address: 916 EUCLID AVE BERKELEY	Transferred: 11/28/2012
Exempt units (as of February 2021): Unit # 916 EUCLID AVE BERKELEY CA 94708 - OCCC - Owner		
Owner(s): SERGIO GARCIA	Waiver filed by: OWNER	# of Units: 1
Other Berkeley rental property owned: None		

Late payment/penalty history: This property is a Measure MM property, so there are not five years of payment history to review.

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

Penalties Currently Under Consideration

Reason for Penalties: Death						
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	0	-	-	\$600.00	-	\$600.00
Totals				\$600.00	\$0.00	\$600.00

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 owner states in their waiver, "In 2019, due to the death of his mother-in-law, the property owner and his wife moved from Berkeley and Rented their home. In 2023, when the property owners returned, they learned of the past due fees from the Rent Board."

Recommendation: Staff recommends waiving 50% of the penalties

Staff Analysis: The partially covered Single-family home located at 916 Euclid has been owned by the current owners since 2012. This property is a Measure MM property, so there are not five years of payment history to review. The owner states in their waiver, "In 2019, due to the death of his mother-in-law, the property owner and his wife moved from Berkeley and Rented their home. In 2023, when the property owners returned, they learned of the past due fees from the Rent Board." A search of Rent Board Records will also show that billing code "GARSER1" was listed under the 23/24 collections project for properties with unpaid registration fees (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 property owner did not want to accept the settlement offer. Per regulation 884 J, this property qualifies to have 50% of the penalty waived. Additionally, 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, and the landlord provides sufficient documentation to support their request. Unfortunately, the property owner did not include any additional documentation for the Board's review. Staff recommends waiving 50% of the penalty.

*Property Address: 916 Euclid Ave

*Owner: Sergio Garcia

Date of acquisition, if new owner: Nov 2012

*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.

See attached.

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

*Date: 9-18-23

*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: _____

sergio@garcia-llc.com

Mailing Address: _____

916 Euclid Ave Berkeley CA 94708

Phone Number: _____

415-290-1851

Fax Number: _____

RECEIVED

SEP 2 X 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.**

SG *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*).

SG *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.

SG *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.

SG *Initial Here

For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at 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 to make that request.

SG *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

Request for Waiver of Late Registration Penalties

I have been a homeowner in Berkeley since 2012. Due to the illness and eventual death of my mother-in-law, my wife and I had to move out of our Berkeley home in 2019. We retained the services of a property manager to list our home for rental.

In 2023, we returned to our home and received correspondence from DeSeana Williams, Executive Director, Rent Stabilization Board, advising that we have past due registration fees. This was the first time we learned about any past due registration fees. When we first rented our home, our property manager advised us that our single family home was not covered by the rent control ordinance. Since registration fees were not required in 2019/2020, our property manager did not advise us regarding the requirement to pay registration fees – and we never received an update regarding Measure MM since we no longer lived in Berkeley.

In short, I had a good faith belief that our single family home was not subject to registration fees, and I apologize for the nonpayment. I have paid the past due amount, effective September 20, and I respectfully request a waiver of the late registration penalties.

In gratitude for your attention to this request.

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5119	Property address: 912 SPRUCE ST BERKELEY	Transferred: 08/16/2023
Exempt units (as of February 2021): Unit # 912 SPRUCE ST BERKELEY CA 94707 - OOC - Owner		
Owner(s): TEJASVI KOTHAPALLI &	Waiver filed by: OWNER	# of Units: 1
Other Berkeley rental property owned: 912 SPRUCE ST, BERKELEY, CA 94707		

Late payment/penalty history: This property is a Measure MM property, so there are not five years of payment history to review.

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

Penalties Currently Under Consideration

Reason for Penalties: Penalties incurred under prior owner.

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	1	-	-	\$1,134.00	-	\$1,134.00
Totals				\$1,134.00	\$0.00	\$1,134.00

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: Penalties incurred under prior owner.

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

Staff Analysis: The partially covered Single-family home located at 912 Spruce has been owned by the current owners since August 2023. This property is a Measure MM property, so there are not five years of payment history to review. The owner states in their waiver, "They purchased the property in August of 2023 and that two units are rented in a shared owner occupied/tenant agreement." Per Regulation 884 B (3), 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.

FEB 20 2024

Initial: _____
Berkeley Rent Board

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.**

TK *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*).

TK *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.

TK *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.

TK *Initial Here

- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at AEberhart@cityofberkeley.info.

- 6) **Communications Disclaimer:**

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TK *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

RECEIVED

*Property Address: 912 SPRUCE ST, BERKELEY, CA 94707

*Owner: TEJASVI KOTHAPALLI

Date of acquisition, if new owner: 08/16/2023

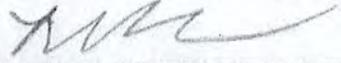
*Name & relationship of person filing request, if not owner: SELF

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.

PLEASE WAIVE ALL FEES PRIOR TO
AUG 16, 2023.
I PURCHASED AND MOVED INTO THE HOUSE
ON AUG 16, 2023 - I LIVE IN THE PROPERTY
AND ALSO RENT 2 ROOMS.
THE STATUS OF PROPERTY IS OCC/SHARED

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

*Date: 2/17/2024 *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: TEJASVI.KOTHAPALLI@BERKELEY.EDU

Mailing Address: 912 SPRUCE ST, BERKELEY, CA - 94707

Phone Number: 408-802-0826 Fax Number: _____

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5120	Property address: 1139 OXFORD ST BERKELEY	Transferred: 02/21/2023
Exempt units (as of February 2021): None		
Owner(s): ABDUL FARID	Waiver filed by: OWNER	# of Units: 5
Other Berkeley rental property owned: None		

Late payment/penalty history: In the last five fiscal years, the property has paid registration fees late twice. However, those late payments were made by the previous owner.

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

Penalties Currently Under Consideration

Reason for Penalties: Justice						
Registration Date or Year	Unit(s) registered late at this time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Due
FY2023-24	5	\$1,450.00	10/23/2023	\$1,450.00	\$0.00	\$1,450.00
Totals				\$1,450.00	\$0.00	\$1,450.00

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: There were a couple of fires at the property, and mail was not received.

Recommendation: Staff recommends waiving 100% of the penalty.

Staff Analysis: The fully covered property, located at 1139 Oxford, has been owned by the current owner since February 2023. In the last five fiscal years, the property has paid registration fees late twice. However, those late payments were made by the previous owner. The property owner states in their waiver, "There were a couple of fires at the property, and the mail was not received. Per regulation 884 B (6), this waiver qualifies as discretionary because the Executive Director or their designee recommends that a greater or lesser amount be waived in the interest of Justice. Staff recommends waiving 100% of the penalty due to the fire on the property.

RECEIVED

OCT 26 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.

- 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 to make that request.

 *Initial Here

- 7) The referenced regulations can be found at: Chapter 8: Rent Registration

*Property Address: 1139 OXFORD ST

*Owner: MAJID FARID

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.

We had a couple of fires at the property and mail was not received. Things were chaotic and I missed paying the fees. I am asking for a waiver of the late fees. I have made the entire payment for the ordinance fees. Appreciate your understanding.

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

*Date: 10-21-23

*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: abdul.farid@gmail.com

Mailing Address: 4772 MATFIELD DR FREMONT 94536

Phone Number: 510 648 8555 Fax Number: _____

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5121	Property address: 1327 ASHBY AVE BERKELEY	Transferred: 08/02/1995
Exempt units (as of February 2021): Unit # C - SEC8-V - Rent Subsidized Tenant, Unit # B - SEC8-V - Tenant		
Owner(s): SHARON CHOYCE	Waiver filed by: OWNER	# of Units: 8
Other Berkeley rental property owned: 1616 ALCATRAZ AVE BERKELEY CA 94703		

Late payment/penalty history: The property owner paid the 23/24 registration payment late in the last five fiscal years.

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

Penalties Currently Under Consideration

Reason for Penalties: Justice

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	8	-	10/13/2023	\$1,740.00	-	\$0.00
Totals				\$1,740.00	\$0.00	\$0.00

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: The owner updated a tenancy for unit B and paid the prorated fee instead of the 23/24 registration fees.

Recommendation: Staff recommends denying the penalty waiver.

Staff Analysis: The fully covered property, located at 1327 Ahsby, has been owned by the current owner since 1995. The property owner paid the 23/24 registration payment late in the last five fiscal years. The property owner states in their waiver, "They used the Rent Registry portal to pay registration fees on 6/29/23 after updating the property information. The adjusted amount was \$462. The property owner paid \$462, assuming that was the registration fee". A search of Rent Board records will show that on 6/29/23, the property owner updated the tenancy information for unit B. Unit B was previously a subsidized tenant and exempt from the registration requirement of the ordinance. The new tenancy for unit B started on 8/1/2022.

The ordinance instructs all property owners to update new tenancies with the Rent Board within 14 days to avoid incurring fees and penalties. Unfortunately, the property owner notified the Rent Board of the new tenancy in June 2023 and was charged prorated fees and penalties. The Registration Unit Manager also did a 10-year review of the property's payment history to see if the property owner had made any pro-rated payments and registration fees in the same year due to unit changes. Rent Board records will show that the 2011-2012 registration cycle units were updated, and the property paid prorated fees for the unit changes. Staff also notes that each property owner paying registration fees can see their transaction history through the Rent Registry Portal. The property owner would have seen in real-time that the \$462 they paid was the prorated fee for the late tenancy registration of unit B, not the full 23/24 registration fee. Staff also notes that all of the 23/24 registration material sent to the property owners laid out that properties must submit their property for registration before they can pay registration fees. This language is a permanent reminder for all property owners with active accounts. It is unclear why the property owner would assume the \$462 prorated fee payment for unit B would replace the fully covered registration fee. Rent Board records will show that the payment for registration fees also came after the Automatic Waiver Period for property owners. Per regulation 884 B (6), this waiver qualifies as discretionary because the Executive Director or their designee recommends that a greater or lesser amount be waived in the interest of Justice. Based on the 23/24 registration material provided to the property owner, their experience as a Berkeley property owner since 1995, and their ability to view transaction history, it is evident that the owner should have been aware the \$462 payment was for the prorated fees. Furthermore, the property owner has already paid the outstanding penalties in October 2023. Therefore, staff recommends denying the penalty waiver request.

Discretionary
Per ED.

RECEIVED

OCT 16 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.**

SC *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*).

SC *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.

SC *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.

SC *Initial Here

- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at 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 to make that request.

SC *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: 1327 ASHBY AVE. (LEGAL ADDR) 1325

*Owner: SHARON CHOYE

Date of acquisition, if new owner: N.A.

*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.

I FEEL THE 100% LATE FEE PENALTY IS NOT WARRANTED. IN GOOD FAITH I USED YOUR ONLINE RENT REGISTRY - CITY OF BERKELEY TO PAY MY UNIT FEES DUE BY 7.03.23 FOR 1740.00. WHEN I WENT IN SYSTEM, IT TOOK ME TO SECTION TO VERIFY UNIT INFO, IT WAS INCOMPLETE, I UPDATED, THEN IT DIRECTED ME TO OFFICIAL PMTS, THE SYSTEM CHANGED THE AMT, SO I ASSUMED IT ADJUSTED WHAT I OWED OF 462.00. I RECEIVED RECEIPT, AND CONFIRMATION OF PMT.

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

*Date: 10.13.23 * Signature: Sharon Choye

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.

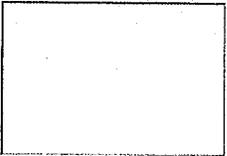
Email Address: SHARON@JUBILEEPROPERTIES.NET

Mailing Address: 3945 SHAKER RUN CIRCLE, FAIRFIELD, Ca. 94533

Phone Number: 510.812.5196 Fax Number: N.A.

I WHEN RECEIVED A LETTER DATED 9.18.2023 FROM COB THAT MY FEES DUE 7.3.2023 WERE DUE, AND NEVER PAID. I WAS SHOCKED AND DISMAYED. COULD NOT BELIEVE IT.

This is a "printer friendly" page. Please use the "print" option in your browser to print this screen.



City of Berkeley, CA - Rent Stabilization Board
Rent Stabilization Board 3Di

Confirmation Number

Date & Time

XKRRTBDQA

Friday, October 13, 2023 02:48PM PT

Successful completion of the payment transaction is conditioned upon accurate and complete information being entered by you and is subject to financial institution and biller acceptance, approval and authorization of the payment. Electronic check payments may take up to seven business days to be returned by your Financial Institution if incorrect information is entered when a payment is submitted.

Payment Method

Amount



Ending in *69**

\$3,480.00

Account Information

Name Sharon Choyce
Street Address 3945 Shaker Run Circle
City Fairfield
State CA
Zip code 94533
Country United States
Daytime phone (510) 812 - 5196
Email Sharon@jubileeproperties.net
APN 053162301401
Property Address 1327 ASHBY AVE BERKELEY CA 94702
Property Owner Jubilee Res. Property Mgmt.

RIGHT TO REFUND

You, the customer, are entitled to a refund of the money to be transmitted as the result of this agreement if ACI Payments, Inc. does not forward the money received from you within 10 days of the date of its receipt, or does not give instructions committing an equivalent amount of money to the person designated by you within 10 days of the date of the receipt of the funds from you unless otherwise instructed by you.

If your instructions as to when the moneys shall be forwarded or transmitted are not complied with and the money has not yet been forwarded or transmitted, you have a right to a refund of your money.

If you want a refund, you must mail or deliver your written request to ACI Payments, Inc. at 6060 Coventry Drive, Elkhorn, NE 68022. If you do not receive your refund, you may be entitled to your money back plus a penalty of up to \$1,000 and attorney's fees pursuant to section 2102 of the California Financial Code.

Thank you for using ACI Payments, Inc. If you have a question regarding your payment, please call us toll free at 1-800-487-4567. To make payments by the future, please visit our website at www.acipayments.com



Sharon

From: RentBoardOnline@cityofberkeley.info
Sent: Friday, October 13, 2023 2:48 PM
To: SHARON@JUBILEEPROPERTIES.NET
Subject: Rent Stabilization Board - Payment received



Dear SHARON CHOYCE ,

Thank you for your E-Check payment of \$3,480.00.

We have received this amount at the City of Berkeley's Rent Stabilization Board and credited the following account(s) in our system, with the receipt number(s) listed below. The payment is assigned reference #XKRRTBDQA by your bank.

Property Address	Amount	Receipt #
1327 ASHBY AVE	\$3,480.00	00013462

If you have any questions, please reply to this message or call our office at 510-981-RENT (7368). We are open weekdays from 9:00 AM to 4:45 PM except for Wednesdays, we are closed to the public.

Regards,
Rent Stabilization Board.

Sharon

From: ACI Payments, Inc. - Customer Service <CustomerService@aciworldwide.com>
Sent: Friday, October 13, 2023 2:48 PM
To: Sharon Choyce
Subject: Thank you from the City of Berkeley Rent Stabilization Board

Dear ACI Payments, Inc. Customer:

Thank you for selecting ACI Payments, Inc. for your electronic payment. Your payment of \$3,480.00 was sent to the City of Berkeley Rent Stabilization Board on 10-13-2023. Your confirmation number is XKRRTBDQA.

APN: 053162301401

Property Owner: Jubilee Res. Property Mgmt.

Property Address: 1327 ASHBY AVE BERKELEY CA 94702

To check the status of your payment, visit the ACI Payments, Inc. Web site at https://acipayonline.com/pc_paym.jsp. Please be prepared to provide your e-mail address Sharon@jubileeproperties.net and one of the following two items:

-Your confirmation number, XKRRTBDQA

OR

-Account: *****9969

-Account Type: Business Checking Account

To become a registered user of ACI Payments, Inc., enabling you to access your complete tax and fee payment history, visit our web site at http://acipayonline.com/pc_sign.jsp.

Again, thank you for using ACI Payments, Inc. We hope you enjoy the convenience, cash management, and payment card benefits earned from your payment.

Customer Service

ACI Payments, Inc.
Corporation

Questions? Call toll-free 1-800-487-4567.

Eberhart, Amanda

From: Sharon <Sharon@jubileeproperties.net>
Sent: Friday, October 13, 2023 3:31 PM
To: Eberhart, Amanda; 'Palmer, Kara, SSA'
Cc: Brown, Matthew (Matt); Williams, DeSeana; 'Atty.D.Choyce'
Subject: RE: 1616 Alcatraz Ave fees removed (ASHBY)
Attachments: COB.RentBoard.REQ. WAIVER of Late Fees. 10.13.23.1327 AshbyPROOF OF PMT. .pdf

Importance: High

To Ms. Eberhart,

I AM REQUESTING THAT YOUR DEPARTMENT SEND ME A NOTIFICATION OF MY HEARING AND COPY ALL PARTIES IN THIS EMAIL.

AS KARA CHOYCE HAS STATED THE COB SENT ME A SCHEDULED HEARING REQUEST PRIOR REGARDING ANOTHER MATTER, AND I NEVER RECEIVED IT, AND THEN THEY DENIED ME MY RIGHTS TO A HEARING STATING IT WAS TOO LATE. SO THERE IS NO EXCUSE FOR ME NOT RECEIVING THE HEARING REQUEST.

I am just wondering and I won't hold my breath, if this will happen with my other properties. . . .

WHO IS MATTHEW BROWN, WHAT IS HIS POSITION?

Sincerely,

Sharon Choyce, Property Owner

"The Truth is, of course, that what one regards as interruptions are precisely one's life."

C. S. Lewis

*Sharon Choyce
dba Jubilee Property Management
Sharon@jubileeproperties.net
Ph.510.812.5196
Fax.510.275.9592*

From: Eberhart, Amanda <AEberhart@berkeleyca.gov>
Sent: Friday, October 13, 2023 10:57 AM
To: Palmer, Kara, SSA <Kara.Palmer@acgov.org>; Sharon <Sharon@jubileeproperties.net>
Cc: Brown, Matthew (Matt) <MBrown@berkeleyca.gov>; Williams, DeSeana <DeWilliams@berkeleyca.gov>;

Atty.D.Choyce <D.choyce@sbcglobal.net>
Subject: RE: 1616 Alcatraz Ave fees removed (ASHBY)

Hi Kara,

I hope this message finds you well, please note that this will be my final communication on this matter.

If you would like the Board to consider waiving the penalties on your account, please fill out the attached form and return it to our office at your earliest convenience.

Please note, in order for the Board to hear your waiver all registration fees must be paid. Also, it is the responsibility of the property owner/manager to present their case to the board. Please include all pertinent documentation and evidence you would like the board to review as all Board decisions are final.

Thank you,
Amanda Eberhart
Registration Unit Manager
City of Berkeley | Rent Stabilization Board
510.981.4904

From: Palmer, Kara, SSA <Kara.Palmer@acgov.org>
Sent: Friday, October 13, 2023 9:39 AM
To: Eberhart, Amanda <AEberhart@berkeleyca.gov>; Sharon <Sharon@jubileeproperties.net>
Cc: Brown, Matthew (Matt) <MBrown@berkeleyca.gov>; Williams, DeSeana <DeWilliams@berkeleyca.gov>;
Atty.D.Choyce <D.choyce@sbcglobal.net>
Subject: RE: 1616 Alcatraz Ave fees removed (ASHBY)

She's saying the form – doesn't match what is reflecting in your system. Her intent was to pay what was reflected on the form however, your system was inaccurate. And because she lives more than 50 miles away from Berkeley, she doesn't have the luxury to walk into COB to pay these fees when your system should reflect the print out below.

This has been a consistent issue with COB systems for at least 10 years. Your forms don't match your systems. How can this be resolved? Can you remove the penalty?

From: Eberhart, Amanda <AEberhart@berkeleyca.gov>
Sent: Friday, October 13, 2023 9:34 AM
To: Sharon <Sharon@jubileeproperties.net>
Cc: Brown, Matthew (Matt) <MBrown@berkeleyca.gov>; Williams, DeSeana <DeWilliams@berkeleyca.gov>;
Atty.D.Choyce <D.choyce@sbcglobal.net>; Palmer, Kara, SSA <Kara.Palmer@acgov.org>
Subject: RE: 1616 Alcatraz Ave fees removed (ASHBY)

Good Morning,

Unfortunately, I don't know where the confusion is. On the attached document Sharon sent over the total due for the 6 units is on the paper. I have highlighted the portion of the statement packet that indicated \$1740 was due for the 6 units at 1327 Ashby for the 2023/2024 registration cycle. From what we can see below, the property owner only paid for the pro-rated fees for unit B. Please let me know if you have any questions or concerns.

2

Registration Year: 07/01/2023-06/30/2024

Due Date: 07/03/2023

Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS [REDACTED] CA 94702
APN 53162301401
BILLING CONTACT: Sharon Choyce
CURRENT FEES 1740
PREVIOUS FEES 0
PENALTIES 0

Units Paid For:

[Empty box]

Amount Enclosed
(Checks Only):

2023.
462.00



UNIT STATUS FORM

Rent Stabilization Board

UNIT STATUS: [8] UNITS [2] EXEMPT

1327 ASHBY AVE BERKELEY CA 94702

CHANGE OF ADDRESS:

Sharon Choyce
3945 Shaker Run Cir
Fairfield CA 94533-7759

Phone: _____

E-mail: _____

'Unit Address'	'Unit Number'	'Current Status'	'Status Last Changed'	'Start Date'
1325 ASHBY AVE BERKELEY CA 94702	D	RENTED	5/31/1980	5/31/1980
1325 ASHBY AVE BERKELEY CA 94702	C	SEC8-V	6/28/2019	4/9/2019
1325 ASHBY AVE BERKELEY CA 94702	B	RENTED	1/12/2014	1/12/2014
1327 ASHBY AVE BERKELEY CA 94702	C	RENTED	1/3/2023	5/31/1990
1325 ASHBY AVE BERKELEY CA 94702	A	RENTED	1/4/2010	1/10/2017
1327 ASHBY AVE BERKELEY CA 94702	D	RENTED	7/10/2010	7/10/2010
1327 ASHBY AVE BERKELEY CA 94702	B	SEC8-V	2/4/2015	1/16/2012
1327 ASHBY AVE BERKELEY CA 94702	A	RENTED	6/3/2013	6/3/2013

12.19

The 'Status Last Changed' indicates when the status of the unit last changed, not

Thank you,
Amanda Eberhart
Registration Unit Manager
City of Berkeley | Rent Stabilization Board
510.981.4904

From: Sharon <Sharon@jubileeproperties.net>
Sent: Friday, October 13, 2023 8:22 AM
To: Eberhart, Amanda <AEberhart@berkeleyca.gov>
Cc: Brown, Matthew (Matt) <MBrown@berkeleyca.gov>; Williams, DeSeana <DeWilliams@berkeleyca.gov>; Atty.D.Choyce <D.choyce@sbcglobal.net>; 'Palmer, Kara, SSA' <Kara.Palmer@acgov.org>
Subject: RE: 1616 Alcatraz Ave fees removed (ASHBY)
Importance: High

Ms. Eberhart,

Thank you for your response.

This is so confusing to me, and overwhelming, **and shall I say no matter what I say to you on behalf of me diligently trying to keep my business current and updated, you reject what I have brought to your attention, and penalize me. The City of Berkeley makes me feel that I do not fulfil my obligations as a Landlord, your letters are confusing and misleading.**

I explained to you that I sent in the paper changes for my properties with my payments in past years, my units were never updated, until June 2023, when I was able I THOUGHT TO PAY MY FEES ONLINE AND UPDATE MY UNITS.

Shame on you City of Berkeley for what you do to the poor landlords, 100% penalty. **(LET ME BE CLEAR, I AM AWARE OF THE 100% PEANALTIES, THAT'S WHY I TRY TO PAY OR MAIL MY RENEWALS EARLY).** Had I known that your online system would **screw me** and cause me to think I was paying MY RENEWAL FEES, I would have made other choices to pay my fees. **Your online payment system is faulty,** and ACCORDING TO YOU, I WAS PAYING SOMETHING ELSE BUT NOT MY RENEWAL FEES. I HAVE TO CHALLENGE **YOUR ONLINE PAYMENT SYSTEM, ITS NOT CLEAR, THE SYSTEM CHANGED THE AMOUNT DUE NOT ME,** and that's what I paid.

When I've mailed my payments to the City, they were lost **inside of the department (TWICE).** You cashed the checks, but sent me letters that you never received my renewals. Last year for 2022, Ms. Addison had to reverse penalties and late fees due to this fact. The Only person that helped with these matters was Ms. Addison, and I guess she has retired.

I HAVE ATTACHED A COPY OF "UNIT STATUS" THIS IS WHAT I RECEIVED IN THE MAIL. UNBELIEVABLE **(THE INFORMATION WAS ALL WRONG).**

I guess at this point to get these fees reversed I have to file for a Hearing, and this is so unfair. This too will be a waste of my time and energy, because trying to plead my cause is useless against the City of Berkeley.

Sincerely,

Sharon Choyce, Owner

"The Truth is, of course, that what one regards as interruptions are precisely one's life."

C. S. Lewis

Sharon Choyce
dba Jubilee Property Management
Sharon@jubileeproperties.net
Ph.510.812.5196
Fax.510.275.9592

From: Eberhart, Amanda <AEberhart@berkeleyca.gov>
Sent: Thursday, October 12, 2023 1:04 PM
To: Sharon@jubileeproperties.net
Cc: Brown, Matthew (Matt) <MBrown@berkeleyca.gov>; Williams, DeSeana <DeWilliams@berkeleyca.gov>
Subject: RE: 1616 Alcatraz Ave fees removed

Good Morning Sharon,

Thank you for the email below. I've attached the bill we sent you for your property located at 1327 Ashby. I have also attached a screenshot of the transaction history for the property. On 6/29, you were charged prorated fees for unit b at 1327 Ashby (please see the yellow highlights). The second screenshot shows that unit b was previously a rent-subsidized unit (sec 8). Please note, that rent-subsidized units are exempt from the registration requirement of the ordinance. The ordinance also instructs property owners to update the Rent Board regarding any change in the property status to avoid incurring any penalties on the account. We can see in the second screenshot that the rent-subsidized tenant voluntarily vacated the property in 2020 (please see the blue highlights). The Rent Board was not notified of the change until 6/29/23. We can also see that the new tenancy for unit b started in August of 2022. You were charged \$231 for prorated registration fees and a 100% of \$231 penalty for the late registration payment, bringing the total to \$462. In the first screenshot, we see you made an electronic payment of \$462 on 6/29 for the prorated fees and penalties for unit B. Unfortunately, you did not pay the current 23/24 registration fees for the 6 units (\$290 per unit for 6 units equals \$1740) on the property by the July 3rd deadline. Please see the blue highlight in the first screenshot. Regrettably, the account was charged a 100% penalty and sent a past-due bill for the outstanding 23/24 registration fees and penalties.

Please let me know if you have any questions or concerns.

Addresses	Contacts	Photos	Notes	Change Log	Geo View	Correspondence Logs
-----------	----------	--------	-------	------------	----------	---------------------

You need to submit the Property for Registration before you can pay your fees for this fiscal year.

Current Year Fees:	\$1,740.00
Current Year Penalties:	\$1,740.00
Previous Year's Fees:	\$0.00
Previous Year's Penalties:	\$0.00
Unallocated Fund:	\$0.00
APN Balance:	\$3,480.00

Fiscal Year	Date/Time	Payment Received Date	Transaction Type	Reference	Description	Credit Amount	Debit Amount	Current Year Fees	Current Year Penalties	Pr	Ye
FY2023-24	07/04/2023 12:30 AM	-	Invoice	RR2023-24-3 87843	Annual penalty applied	\$1,740.00	-	\$0.00	\$1,740.00	\$0	
FY2023-24	06/30/2023 10:57 AM	-	Invoice	RR2023-24-3 87843	Annual Registration Fee	\$1,740.00	-	\$1,740.00	\$0.00	\$0	
FY2023-24	06/29/2023 6:06 PM	06/29/2023	Payment	EBC	Payment Received	-	-\$462.00	\$0.00	\$0.00	-\$	
FY2023-24	06/29/2023 5:46 PM	-	Invoice	UC2023-24-4 02484	Privatized Fee applied for B: 1327 ASHBY AVE	\$462.00	-	\$0.00	\$0.00	\$0	

Case Details

APN	: 053162301401	Ca
Primary Address	: 1327 ASHBY AVE BERKELEY CA 94702	St
Unit #	: B, 1327 ASHBY AVE BERKELEY CA 94702	Cr
No of Units	: 8	M
Case Type	: Occupancy Amendment	

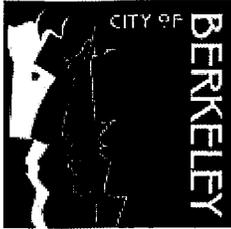
Overview

> Submitter's Name Sharon Choyce	> Submitter's Title Primary Owner
> Date Previous Occupant Vacated 03/01/2020	> Reason For Change Tenant Voluntarily Vacated
Original Information	Amended Information
Occupant Type : Rent Subsidized Tenant	Occupant Type : T
Start Date Of Tenancy : 01/16/2012	Initial Rent : S
Date Of Prohibition : 01/01/1970	Start Date Of Tenancy : C
	No. Of Occupants : 2
	Smoking Prohibition In Lease Agreement? : Y
	Date Of Prohibition : C
	Included With Rent : L

Thank you,
Amanda Eberhart
 Registration Unit Manager
 City of Berkeley | Rent Stabilization Board
 510.981.4904

From: Manager, C <CManager@berkeleyca.gov>
Sent: Wednesday, October 11, 2023 1:04 PM
To: Williams, DeSeana <DeWilliams@berkeleyca.gov>; Brown, Matthew (Matt) <MBrown@berkeleyca.gov>
Cc: Williams-Ridley, Dee <DWilliams-Ridley@berkeleyca.gov>
Subject: FW: 1616 Alcatraz Ave fees removed

Please see email below sent to City Manager's general mailbox relating to the Rent Stabilization Board.



Ramonda Clarke
Secretary to the City Manager
City of Berkeley, 2180 Milvia Street, 5th Floor, Berkeley, CA 94704
Office: (510) 981-7004
Cell: (510) 704-3993
Remote: Monday & Tuesday; In-Office: Wednesday-Friday

From: Sharon <Sharon@jubileeproperties.net>
Sent: Wednesday, October 11, 2023 7:47 AM
To: Addison, Athena <AAddison@berkeleyca.gov>
Cc: Manager, C <CManager@berkeleyca.gov>; 'Palmer, Kara, SSA' <Kara.Palmer@acgov.org>; Atty.D.Choyce <D.choyce@sbcglobal.net>
Subject: RE: 1616 Alcatraz Ave fees removed
Importance: High

WARNING: This is not a City of Berkeley email. Do not click links or attachments unless you trust the sender and know the content is safe.

Dear Ms. Addison,

The letter that accompanied this notice is attached.

Thank you.

*"The Truth is, of course, that what one regards as interruptions are precisely one's life."
C. S. Lewis*

Sharon Choyce
dba Jubilee Property Management
Sharon@jubileeproperties.net
Ph.510.812.5196
Fax.510.275.9592

From: Sharon <Sharon@jubileeproperties.net>
Sent: Tuesday, October 10, 2023 6:57 PM
To: 'Addison, Athena' <AAddison@cityofberkeley.info>
Cc: 'manager@berkeleyca.gov' <manager@berkeleyca.gov>; 'Palmer, Kara, SSA' <Kara.Palmer@acgov.org>; Atty.D.Choyce <D.choyce@sbcglobal.net>
Subject: RE: 1616 Alcatraz Ave fees removed
Importance: High

RE: 1327 ASHBY AVE. – APN#53162301401.

Dear Ms. Addison,

I hope this finds you well.

The City of Berkeley Rent stabilization Board has did it to me again. (I wanted to follow this thread from last year when the same thing happened to me), BUT THIS IS THE 3RD. TIME.

I am preparing to file a suit against the City. My documentation must be on point. I am not understanding what is wrong with the City of Berkeley's finance system. I have had problems with every department that I interact with regarding my properties. **(Please see the attached documents)**

#1 -The Document shows non Payment of my Annual fees, along with penalties.

#2 - Please see proof of payment [REDACTED] **ALSO SHOWING THAT I UPDATED/REGISTERED MY UNITS.**

NOTE: MY UNITS ARE ALREADY REGISTERED, WHY DO THEY MAKE THIS COMMENT, I JUST CANNOT GET THE INFORMATION UPDATED ABOUT THE UNITS.

I MADE THE UPDATES IN YOUR SYSTEM, BECAUSE [REDACTED] I have mailed in the PAPER changes WHICH ARE INCLUDED IN THE RENEWALS. Each year that I receive the annuals registrations, NOTHING WAS UPDATED. OLD STUFF FROM 3 TO 4 YEARS. What do they do with the forms, they must throw them away!

The online information DID NOT SHOW MY HAP UNITS, so I corrected, AND THE SYSTEM MADE ITS ADJUSTMENT, AND THEN GAVE ME THE AMOUNT OWED, AND THAT'S WHAT I PAID.

I HAVE CC'D MY ATTORNEY, AND MY DAUGHTER WHO IS FULLY AWARE OF ALL OF THE ISSUES THAT I CONTINUE TO HAVE WITH MY PROPERTIES, AND ONLY WITH THE CITY OF BERKELEY.

I NEED THE EMAIL ADDRESS OF Ms. DeSeana Williams, I want her cc'd on all of my emails moving forward pertaining to these reoccurring issues.

DéSeana Williams. Director of City of Berkeley Rent Board

Thank you.

Sincereley,

Sharon Choyce.

"The Truth is, of course, that what one regards as interruptions are precisely one's life."

C. S. Lewis

Sharon Choyce
dba Jubilee Property Management
Sharon@jubileeproperties.net
Ph.510.812.5196
Fax.510.275.9592

From: Addison, Athena <AAddison@cityofberkeley.info>
Sent: Tuesday, February 21, 2023 11:08 AM
To: SHARON@JUBILEEPROPERTIES.NET
Subject: 1616 Alcatraz Ave fees removed

Athena D. Addison
510-981-4912
Accounting Office Specialist Three
City of Berkeley
Rent Stabilization Board

Due to the COVID-19 pandemic, some Rent Board services have changed. See our updated services, response times, and COVID-19 resources page for more information.

GET INFORMATION ABOUT RENT BOARD WORKSHOPS, SEMINARS, THE ANNUAL GENERAL ADJUSTMENT, REGISTRATION BILLS AND NEWSLETTERS BY EMAIL! We invite you to join our email list to receive information and timely updates on rental housing and Berkeley Rent Board issues that interest you! CLICK [HERE](#) TO SIGN UP.

Follow us on Facebook by clicking [HERE](#).

Please visit Berkeley Rent Board [Events Page](#) to learn more about upcoming **FREE Workshops and Seminars.**

In an effort to provide you with improved service, we would appreciate your comments regarding your experience with the City of Berkeley's Rent Stabilization Program.
[Customer Comment Form](#)

Site Address

1616 ALCATRAZ AVE BERKELEY CA 94703

Rent

You pay

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** This email was sent from an external source. If you do not know the sender, do not click on links or attachments. **

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5122	Property address: 1530 STUART ST BERKELEY	Transferred: 11/05/1998
Exempt units (as of February 2021): Unit # REAR - FREE - Rent-Free Occupant		
Owner(s): MARCIA THOMPSON	Waiver filed by: OWNER	# of Units: 2
Other Berkeley rental property owned: None		

Late payment/penalty history: This property is a Measure MM property, so there are not five years of payment history to review.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
FY2021-22	ALL	\$0.00	-	\$0.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$0.00	\$0.00	\$0.00

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	0	-	-	\$1,556.00	-	\$1,556.00
Totals				\$1,556.00	\$0.00	\$1,556.00

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's father passed away.

Recommendation: Staff recommends waiving 100% of the penalty.

Staff Analysis: The partially covered single-family home located at 1530 Stuart has been owned by the current owner since 1998. This property is a Measure MM property, so there are not five years of payment history to review. The property owner stated in their waiver that "Various health-related issues happened during registration. Unfortunately, the property owner's father passed away." Staff notes that the property owner did provide additional evidence for the Board to review. 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, and the landlord provides sufficient documentation to support their request. This property qualifies to have 100% of the penalty on the property forgiven. Staff recommends waiving 100% of the penalty.

RECEIVED

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>

DEC 01 2023

Initial: _____
Berkeley Rent Board

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.**

MT *Initial Here

pd 11/27/23

- 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*).

MT *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.

MT *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.

MT *Initial Here

- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at 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 to make that request.

MT *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: 1530 Stuart St.

*Owner: Robert Todd (deceased) / Marcia Todd Thompson
(Trustee)

Date of acquisition, if new owner: nlc

*Name & relationship of person filing request, if not owner: daughter / Trustee

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.

See attached

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

*Date: Nov. 28, 2022 Signature: Marcia Todd Thompson

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: marciathomp17@yahoo.com

Mailing Address: 1106 Scotch Dr., Gastonia, NC 28054

Phone Number: (704) 674 6284 Fax Number: (910) 320 0301

November 28, 2023

Hello,

I am submitting this request for a waiver of penalty fees assessed due to late payment. I apologize for the oversight.

My father passed away on Oct. 7, 2023. I have enclosed a copy of his death certificate for verification. My brother had been receiving mail re my father's affairs and forwarding it to me as I live in North Carolina. He was also taking care of my father and did not attend to the payment due to his own health issues and caretaking duties. I did not see the notices re the penalties until I arrived in CA for a visit last week.

I plan to rectify this issue by submitting an amendment to the mailing address so that I will receive the notices directly.

Thank you for your consideration.

Marcia Todd Thompson

Marcia Todd Thompson

PAST DUE

CITY OF BERKELEY
Rent Stabilization Program
 2125 Milvia Street, Berkeley, CA 94704
 Phone: 510-981-7368; Fax: 510-981-4910

REGISTRATION YEAR

07/03/2023 - 06/30/2024

BILLING CODE

THOMAR4

DUE DATE

07/03/2023

MARCIA THOMPSON
 6180 ELKHORN CT
 VALLEJO, CA 94591

ASSESSOR PARCEL NUMBER : 053167102800
PROPERTY ADDRESS : 1530 STUART ST BERKELEY CA 94703

PIN : 987195

FEE STRUCTURE

	Annual Fee Per Unit	Number of Units	Total
Fully Covered Units - (\$24/Month Prorated Fee)	\$ 290.00	0	\$ 0.00
Partially Covered (Measure MM) Units - (\$15/Month Prorated Fee)	\$ 178.00	2	\$ 356.00
Exempt Units	\$ 0.00	0	\$ 0.00
City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 1. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties. This bill is <u>past due</u> . If payment is not made by the due date, a penalty will be assessed.	Current Fees		\$356.00
	Previous Fees		\$600.00
	Penalties		\$1,556.00
	Total Due		\$2,512.00

REQUIRED ACTION

Property owners may pay the amount on this billing statement by mail with a check only. Make checks payable to the City of Berkeley. Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office or online at:

<https://rentregistry.cityofberkeley.info>



Mail To: **Registration Year:** 07/03/2023 - 06/30/2024 **Due Date:** PAST DUE

Berkeley Rent Board
 2125 Milvia Street
 Berkeley, CA 94704

PROPERTY ADDRESS : 1530 STUART ST BERKELEY CA 94703
APN : 053167102800
BILLING CONTACT: MARCIA THOMPSON
CURRENT FEES : \$356.00
PREVIOUS FEES: \$600.00
PENALTIES : \$1,556.00
TOTAL DUE : \$2,512.00

Units Paid For:

Amount Enclosed (Checks Only):

ROBERT TODD
6180 ELKHORN COURT
VALLEJO, CA 94591

DUE DATE

07/03/2023

PROPERTY ADDRESS : 1530 STUART ST BERKELEY CA 94703
ASSESSOR PARCEL NUMBER : 53167102800

PIN: 987195

FEE STRUCTURE	Per Unit Fee	Number of Units	Total
Fully Covered Units	\$290	0	
Fully Covered Exempt Units	\$0	0	\$
Partially Covered (Measure MM) Units	\$178	2	\$356
Partially Exempt Units	\$0	0	\$0
Current Fees			\$356
Current Penalties			\$356
Previous Registration Fees			\$600
Previous Penalties			\$2400
Total Due			\$3712

The City of Berkeley Rent Stabilization Ordinance requires owners of residential units that are rented or available for rent to pay an annual registration fee by July 3. A 100 % penalty will be assessed on the outstanding registration fee in July and every six months that it remains unpaid. Formerly exempt units must be registered within 60 days to avoid the assessment of penalties.

This bill is due now past due. If payment is not made by the due date, a penalty will be assessed in January.

REQUIRED ACTION

Property owners may pay the amount on this billing statement online through the Rent Registry Portal at [Rent Registry - City of Berkeley](#). Do not mail cash or credit card information.

If you wish to pay with a credit card you may do so in person at our office Monday, Tuesday, Thursday, or Friday 9 am to 4:45 pm

Registration Year: 07/01/2023-06/30/2024

Due Date: 07/03/2023

Mail To:

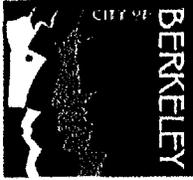
Berkeley Rent Board
2125 Milvia Street
Berkeley, CA 94704

PROPERTY ADDRESS 1530 STUART ST BERKELEY CA 94703
APN 53167102800
BILLING CONTACT: ROBERT TODD
CURRENT FEES \$356
CURRENT PENALTIES \$356
PREVIOUS FEES \$600
PREVIOUS PENALTIES \$2400

TOTAL DUE \$3712

of Units Paid For:

Amount Enclosed (Checks Only): \$



UNIT STATUS FORM
Rent Stabilization Board

Todd
mailing Marcia Thompson

1530 STUART ST BERKELEY CA 94703

ROBERT TODD
6180 ELKHORN COURT
VALLEJO, CA 94591

CHANGE OF ADDRESS:

1106 Scotch Dr
Castonia, NC 28054

Phone: 704 674 6284

Email: marciathomp17@valso.com

Unit Address	Unit No	Current Status	Status Last Changed	Current Tenancy Start
1530 Stuart	1	rented		
" "	2	not rented	9-2023	n/a

The 'Status Last Changed' indicates when the status of the unit last changed not necessarily the beginning of the current tenancy. Please make corrections to the information directly on this form. If you make changes, return this form with your payment. If a unit listed here as exempt is now rented, a pro-rated registration fee is due. Please contact our Registration Unit at 510-981-7368 EXT 2 (981-Rent) for the calculation of the additional amount due.

I declare under penalty of perjury that the information provided on this form is true and correct to the best of my knowledge and belief.

Signed: Marcia Todd Date: 11-28-23
Thompson

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5123	Property address: 1802 CEDAR ST BERKELEY	Transferred: 01/01/1900
Exempt units (as of February 2021): Unit # NA - COMM - Manager, Unit # NA - OCCC - Owner		
Owner(s): SAM COHEN	Waiver filed by: PROPERTY	# of Units: 5
Other Berkeley rental property owned: None		

Late payment/penalty history: In the last five fiscal years, this property owner has paid late 20/21, 21/22, 22/23, and 23/24 registration fees.

Registration Date or Year	Units requiring registration at that time	Registration fees paid	Date fees paid	Penalties charged	Penalties forgiven	Penalties Paid
FY2019-20	ALL	\$750.00	06/19/2019	\$0.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$0.00	\$0.00	\$0.00

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	5	-	-	\$870.00	-	\$0.00
Totals				\$870.00	\$0.00	\$0.00

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: Illness

Recommendation: Staff recommends crediting 100% of the penalty.

Staff Analysis: The 5-unit combined commercial and residential property located at 1802 Cedar has been owned by the current owner since 1990. In the last five fiscal years, this property owner has paid late 20/21, 21/22, 22/23, and 23/24 registration fees. Unfortunately, the narrative section of the waiver was not filled out. The property representative included multiple documents to show that the property owner had various health issues between May and August of 2023, which prevented the property owner from making the registration payment. 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, and the landlord provides sufficient documentation to support their request. This property qualifies to have 100% of the penalty on the

property forgiven. Staff recommends crediting 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>

RECEIVED

NOV 06 2023

Initial: _____
Berkeley Rent Board

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.**

EZL *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*).

EZK *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.

EZK *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.

EJK *Initial Here

- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at 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 to make that request.

EJK *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: 1802 Cedar St, Berkeley, CA 94703

*Owner: Samuel Cohen

Date of acquisition, if new owner: _____

*Name & relationship of person filing request, if not owner: Tenant, friend, manager

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.

See Attached documents
(sorry there's so many; he
sent me a bunch)

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

*Date: 11/3/23 *Signature: Ethan Lee

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: Subwayguitars@gmail.com

Mailing Address: 1800 Cedar St, Berkeley, CA, 94703

Phone Number: 510-841-4106 Fax Number: N/A

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5124	Property address: 2811 TELEGRAPH AVE	Transferred: 01/01/1900
Exempt units (as of February 2021): Unit # NA - OCCC - Owner		
Owner(s): LYDA WONG	Waiver filed by: OWNER SON	# of Units: 3
Other Berkeley rental property owned: None		

Late payment/penalty history: In the last five fiscal years, this property has paid the registration fee late one time in the 19/20 registration cycle.

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

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
FY2023-24	3	\$580.00	03/07/2024	\$1,160.00	\$0.00	\$1,160.00
Totals				\$1,160.00	\$0.00	\$1,160.00

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 passed away.

Recommendation: Staff recommends waiving 100% of the penalty.

Staff Analysis: The fully covered property located at 2813 Telegraph has been owned by the current owner since 1987. In the last five fiscal years, this property has paid the registration fee late once in the 19/20 registration cycle. The property owner stated in their waiver, "His father previously handled all the finances but has passed away. His 83-year-old mother does not speak English." Staff notes that the property owner did not provide any additional documentation for the Board to Review. 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, and the landlord provides sufficient documentation to support their request. This property qualifies to have 100% of the penalty on the property forgiven. Staff recommends waiving 100% of the penalty.

RECEIVED

MAR 07 2024

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>

Initial: _____
Berkeley Rent Board

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.**

TW *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*).

TW *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.

TW *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.

TW *Initial Here

- 5) For questions about waivers please call Amanda Eberhart at (510) 981-4904 or email at 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 to make that request.

TW *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

RECEIVED

*Property Address: 2811 Telegraph Ave. Berkeley CA 94705

*Owner: Lyda Wong

Date of acquisition, if new owner: _____

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

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.

My mom is 83 and did not handle finances previously. My dad (Paul King Ning Wong) passed away and he use to handle much of the finances. This is the first time I am seeing the bill (son) and my mom does not read or speak English. Please grant this waiver request as I try to help my mom. I will be mindful and set reminder for future July deadline. Thank you.

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

*Date: 3/7/24 *Signature: [Handwritten 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: joeywong@gmail.com

Mailing Address: 2753 Dohr. St Berkeley CA 94702

Phone Number: 510-316-3492 Fax Number: _____

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

Residential Dwelling Demolition Application Update

Update for June 20, 2024

Rent Stabilization Board Meeting





2427-2433 San Pablo Ave.



Two fourplexes
on adjacent lots



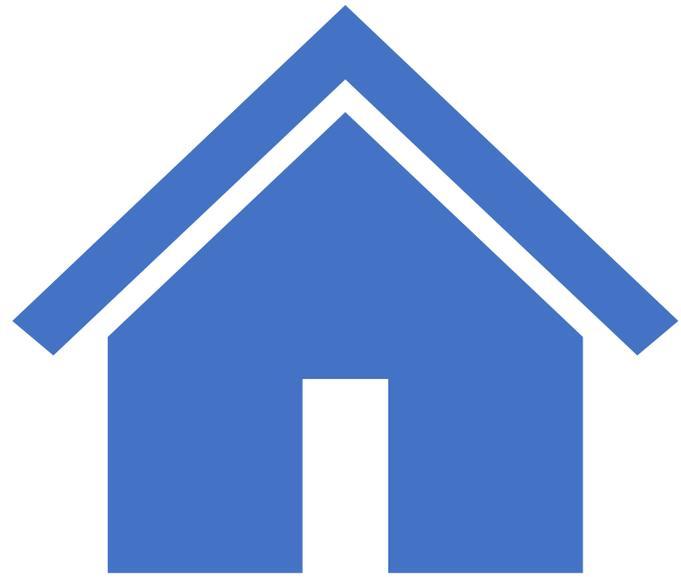
Two rent-controlled units,
six in Section 8 Program



8 units proposed with
replacement BMR Units



Application complete –
to ZAB on July 11, 2024



Revised Application?

Planning CHAS Calculation Requires only 7 BMR Replacement Units

Applicant to Submit Revised Application

Planning staff informed applicant of Rent Board Reso. 23-34

- Allows ED or Chair to appeal Zoning Adjustment Board Decisions

Revised Plans Submitted 6/17/24

- 5-Story Mixed-Use building
- Thirteen (13) One-Bedroom units
- Sixty-five (65) Residential Hotel Rooms
- Applicants Revised Application:
 - 3 Extremely Low-Income Replacement Units
 - 2 Very Low-Income Replacement Units
 - 3 Low-Income Replacement



Questions



FY 2024/25 BUDGET RECOMMENDATION

RENT STABILIZATION BOARD

JUNE 20, 2024



KEY DISCUSSION AREAS:

How much money are we starting FY 2025 with?

How much revenue is projected?

What cost increases are anticipated over the next year?

What new expenditures are required and needed?

What is the Board's reserve level for next fiscal year?

Q: HOW MUCH MONEY ARE WE STARTING WITH?
A: FY 2024 YEAR-END PROJECTIONS

**Year-End Uncommitted
Reserve: \$1,900,000**



**Capital Reserve Fund:
\$73,913**

Q: HOW MUCH FY 2025 REVENUE?

A: PROJECTED USING # UNITS & REGISTRATION FEES

Revenue Type	FY 2024 Units	FY 2024 Total	FY 2025 Units	FY 2025 Total
Fully-Covered Units	19,600 x \$290	= \$5.68 Million	20,000 X \$344	= \$6.88 Million
Measure MM Units	5,200 x \$178	= \$925,000	5,000 X \$212	= \$1,120,000
Totals	24,600 Units	= \$6.6 Million	25,000 Units	= \$8.2 Million



FY 2025 REVENUE PROJECTIONS

BY TYPE

Revenue Type	FY 2025 Projected
Fully-Covered Units	\$6,880,000
Measure MM Units	\$1,120,000
Penalties	\$250,000
Fair Chance Ord.	\$41,575
Misc. Fees	\$2,000
Total Projected Revenue	\$8,293,575

Q: WHAT COSTS ARE INCREASING?

**A: FY 2025 NON-NEGOTIABLE COST INCREASES
+ \$1,243,000**

**Personnel Costs (New Positions, Cola + Benefit increases)
+ \$1,120,000**



**Staff and Commissioner Trainings
+ \$78,000**



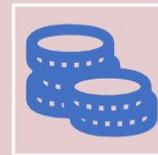
**Increased Printing and Binding
+\$45,000**

Q:WHAT NEW EXPENDITURES ARE REQUIRED AND NEEDED?

A:TECHNOLOGY AND ANTICIPATED LEGAL COSTS



Legal Costs + \$75,000



Technology Enhancements
+ \$100,000

BUDGETING FOR FY 2025 AGENCY PRIORITIES



TECHNOLOGY NEEDS



ORGANIZATIONAL CAPACITY



LEGAL COSTS



INCREASE PRINTING AND BINDING



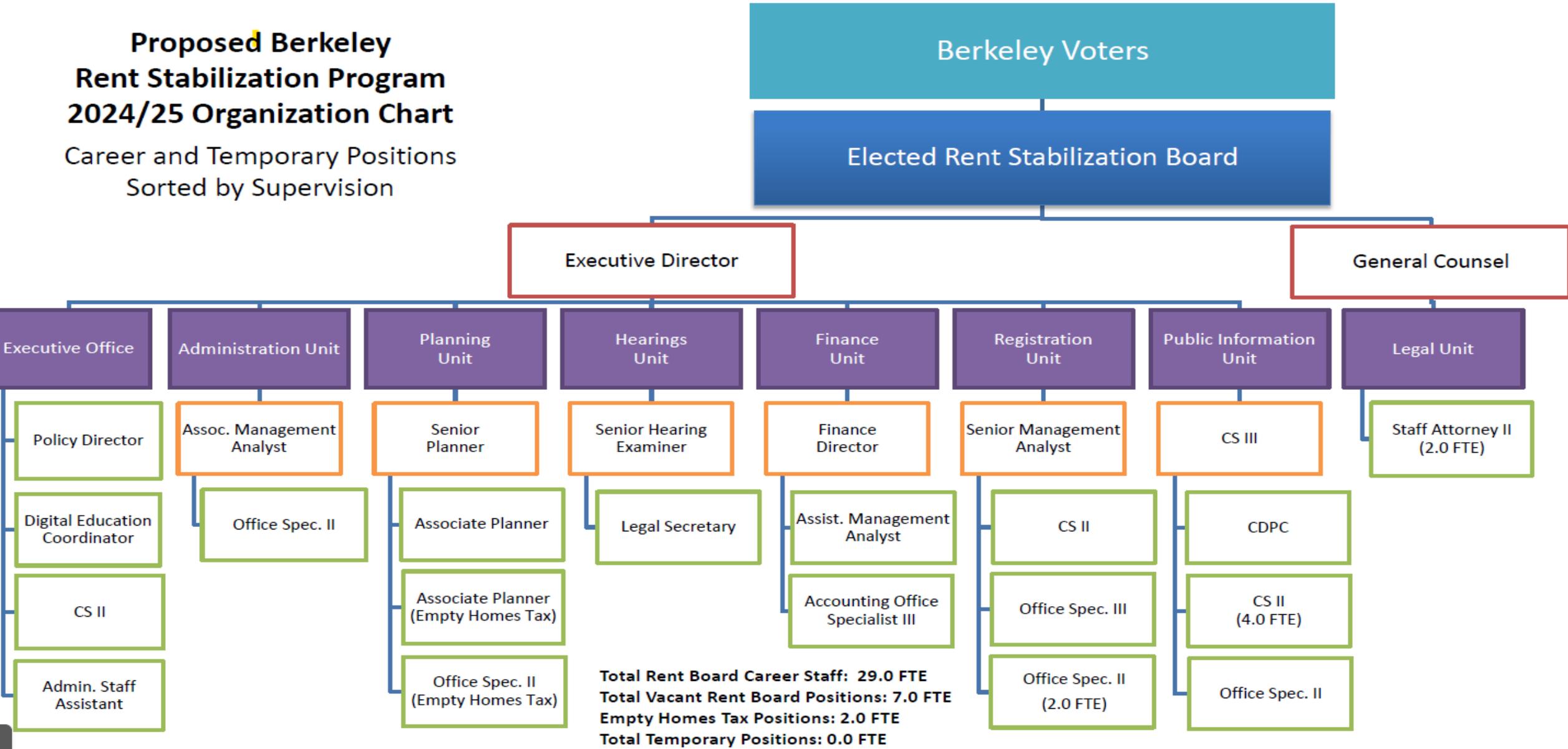
STAFF AND COMMISSIONER TRAINING



STAFFING

Proposed Berkeley Rent Stabilization Program 2024/25 Organization Chart

Career and Temporary Positions Sorted by Supervision



FY 2025 BUDGET RECOMMENDATION

\$8,076,605 in recurring expenditures

+ \$256,313 from capital reserve (3Di, technology and evaluations)

\$8,332,918 spending level

Q: WHAT IS THE BOARD'S PROPOSED RESERVE LEVEL FOR FY 2025?

A: BOARD UNCOMMITTED RESERVE POLICY

**Staff
Recommends a
16% Reserve
for FY 2025**

RENT BOARD BUDGET SNAPSHOT

	Expenditure Subtotal**	6,240,415	8,076,605
Capital Reserve Expenditures (incl. technology advances, evaluations, training and compliance controls)		303,422	256,313
		Prelim Year End FY 2024	Proposed FY 2025
	Total Authorized Fund Expenditures*	6,543,837	8,332,918
	Fully-covered Unit Revenue	4,038,000	6,880,000
	Measure MM Revenue	1,020,000	1,120,000
	Registration Penalties	372,664	250,000
	Fair Chance Ord. Administration	41,575	41,575
	Misc. (Project review, Settlements, Admin. Fees)	2,000	2,000
	Total Authorized Fund Revenue*	5,474,239	8,293,575
	<i>FY 24 Registration Revenue***</i>	<i>1,477,473</i>	
	<i>Registration Year Revenue</i>	<i>6,951,712</i>	
	Annual Surplus/Shortfall	407,875	(39,343)
	<i>Previous FY Carryover Expenditures</i>		
	FUND BALANCE (cash basis)	1,937,448	1,898,105
	FUND BALANCE (accrual basis)	1,937,448	1,898,105
	TOTAL UNCOMMITTED OPERATIONAL	1,923,885	1,384,542
	TOTAL CAPITAL RESERVE FUND		500,000

RENT STABILIZATION BOARD FY 2024/25 BUDGET ADOPTION



FY 2025 revenue projection of **\$8,293,575**



Proposed FY 2025 Expenditures of **\$8,332,918**



Allocation from the uncommitted reserve of **\$500,000**



Staff proposes to target 16% Reserve



QUESTIONS



Rent Stabilization Board

RENT STABILIZATION BOARD

DATE: June 20, 2024

TO: Honorable Members of the Rent Stabilization Board

FROM: Honorable Members of the Budget & Personnel Committee
 By: DéSeana Williams, Executive Director
 Shamika Cole, Finance Director

SUBJECT: Recommendation to Board on FY 2024/25 Line-Item Budget, Staffing Model & Expenditure Level

Recommendation:

That the Board adopt Resolution 24-13 approving the FY 2024/25 line-item budget and staffing model of 29.0 FTE career employees and authorize an overall spending level of \$8,332,918 which includes \$256,313 in expenditures earmarked from the Capital Reserve Expenditure line item and moving \$500,000 from the Board's uncommitted reserve to replenish the Board's Capital Reserve that could be allocated later for larger, one-time capital projects.

Background and Need for Rent Board Action

Legally, the Board has until the end of June to adopt a staffing model and a budget with a maximum expenditure authorization for FY 2024/25. The Board's Budget and Personnel Committee is responsible for recommending to the Board the adoption of its annual budget. The Committee has met five times thus far in calendar year 2024 to review the status of the budget, the composition of the staffing model, and the projected revenues and expenditures for the coming fiscal year.

The Board received the FY 2023/24 mid-fiscal year budget update at its February 23, 2024 meeting as part of the Budget & Personnel Committee's recommendation to increase registration fee levels for FY 2024/25. After reviewing the status of the budget and the agency's projected revenue needs for the next fiscal year, the Board voted to raise the fully-covered unit fee from \$290 to \$344 per unit and the partially-covered unit fee from \$178 to \$212 per unit. The Board also voted to increase the Measure MM fee for specific affordable housing projects funded by the City of Berkeley Housing Trust Fund from \$37 to \$53 per unit and the Summer Fraternity and Sorority fee from \$70 to \$96.

The Board and the Budget & Personnel Committee determined that these increased fee levels would provide the agency with sufficient revenue to cover expenditures for the upcoming fiscal year.

FY 2023/24 Revenue Accounted for in FY 2023

Due to the data transition to the 3Di platform and established registration payment due dates, registration fees for FY 2023/24 were mistakenly applied in FY 2022/23. This resulted in a surplus of \$1,477,473 in FY 2022/23, which was carried over to FY 2023/24. Consequently, the Board's financial statements display surplus revenue for FY 2022/23. The Finance Director is working closely with 3Di to improve fiscal reporting and coordinating with the Registration Manager to enhance user experience. These efforts aim to ensure owners complete their registration within the correct period and that payments for future registration years are properly allocated.

Update on Measure MM Registration

Approximately 5,700 partially covered units have been registered through May 2024, up from the 5,175 units registered by May 2023. This includes 600 units in affordable housing projects operated by nonprofits that paid the lower \$37 per unit Measure MM fee. Total partially-covered unit revenue is estimated at around \$1,020,000 for FY 2024. The total number of partially covered rental units subject to registration will continue to grow as new buildings are constructed and then leased for the first time. Staff and the Budget & Personnel Committee will continue to monitor and report on changes to the number of partially covered units registered each fiscal year.

FY 2022/23 Year-end Fund Balance

The Board's year-end FY 2022/23 revenue was reported at \$6,159,705, and total expenditures were reported at \$6,436,811. Reported revenue includes \$775,000 from FY 2022/23 registration payments that were applied during FY 2021/22.

In summary, the Board spent less than anticipated in its adopted FY 2022/23 budget which reduced the \$1.1M projected shortfall. The underspent amount was primarily due to personnel savings from several unanticipated vacancies. The Board's revenues were also about \$473,000, more than initially anticipated due to higher-than-expected revenue from registration fees and registration penalties. This left the Board with a total year-end fund balance of \$1,529,573 (on an accrual basis) on June 30, 2023, which is the last day of the fiscal year.

At the end of the fiscal year, the Board's capital reserve expenditures stood at \$45,516 which left the Board's uncommitted reserve at \$1,516,410. The uncommitted reserve balance amounted to 24% of the projected recurring expenditures, well above the Board's 16% reserve target level. However, please note that these figures are preliminary and are yet to be audited. The City of Berkeley hires an external auditor to review its financial statements. The audit of the Board's financial statements for the fiscal year 2022/23 is scheduled for the 3rd quarter of 2024.

3rd Quarter Update on FY 2023/24 Budget Status and Year-End Projections

At the end of the 3rd quarter of FY 2023/24 (as of March 31, 2024), the agency's total revenue was \$5,201,320, and its total expenditures were \$4,994,205. Total FY 2023/24 registration year revenue through the 3rd quarter, including the \$1,477,473 accounted for in FY 2022/23, was \$6,678,793.

Staff now estimate that total expenditures for FY 2023/24 will be around \$6,500,000, while total revenue for the same period is expected to be just over \$6,900,000. This would result in a surplus of approximately \$400,000 for FY 2023/24. The main reasons for this reduction in the previously anticipated shortfall include lower personnel costs, higher revenue from partially covered unit registrations, and a significant increase in revenue from registration penalties and compliance efforts.

The Board now projects to end the fiscal year with an uncommitted fund balance of just over \$1,923,885, over 29% of projected FY 2023/24 expenditures. The Board will also have spent \$303,422 of its capital reserve, \$76,313 of which was earmarked towards the continued development of the 3Di Rent Registry system.

Increased Registration Penalty Collection

Over the span of a decade, from FY 09/10 to FY 18/19, registration penalty revenues averaged \$158,000 annually. During this period, this revenue typically accounted for approximately 3.6% of the total annual registration fee revenue. In FY 2010/11, the agency collected \$196,000 in penalty revenue, but this figure declined to an average of around \$79,000 (equivalent to 1.6% of registration fee revenue) in FY 2019/20 and FY 2020/21, coinciding with the onset of the COVID-19 pandemic.

However, in FY 2022/23, registration penalty revenue reached an unprecedented high of approximately \$425,000, representing 7.4% of the total projected registration revenue. While part of this surge may be attributed to partially covered units registering for the first time, staff have also implemented enhancements to the collections process. Staff will continue to work on improvements to the collection process and explore new avenues for fund collection.

For FY 2023/24, staff anticipates ending the year with \$372,000 in penalty revenue.

Administration of the Empty Homes Tax Ordinance

Responding to a request from the City Council, the Board agreed to support the City of Berkeley in implementing and administering the voter-approved Empty Homes Tax (B.M.C. Chapter 7.54), effective January 1, 2024. The Council has allocated \$332,920 in Measure U1 funds to the Rent Board for its involvement with the Empty Homes Tax Program in FY 2023/24. Empty Homes Tax funds are being utilized to supplement personnel costs for staff handling Empty

Homes Tax implementation, conducting program outreach, and developing necessary databases and reports to identify potentially vacant units.

In FY 2024/25, funded positions include an Associate Planner (100% FTE) and an Office Specialist II (100% FTE)

As funding for the Empty Homes Tax originates from the City's Measure U1 fund, the Rent Board's staff involvement in the Empty Homes Tax program will have minimal impact on the Board's budget, aside from personnel cost savings resulting from employee salaries being partially covered by Empty Homes Tax funding allocation.

Staff anticipates receiving a comparable level of funding to continue supporting the implementation and administration of the Empty Homes Tax Program in FY 2024/25.

Budgeting for Office Relocation

The agency initiated its current lease agreement with 2000 Center Street LLC in the third quarter of the fiscal year 2023/2024.

During the same fiscal year, the Board authorized a sum of \$350,000 to the agency's unallocated account. Initially, these funds were not specifically earmarked for any particular expenses but were designated for various costs incurred during the office relocation process.

Aside from the initial costs associated with securing office space, such as the first few months' rent, a security deposit equivalent to one month's rent, and moving expenses, the Board also invested in furniture purchases and improvements to the new office premises. Despite these expenditures, the negotiation of the lease agreement allowed the Board to benefit from seven months of rent-free occupancy, resulting in significant cost savings over the lease period.

Looking ahead, the agency anticipates an increase of up to \$8,000 in building rent expenses for the fiscal year 2024/25, amounting to an annual rental payment of approximately \$360,000. This rate is expected to incrementally rise throughout the lease term, potentially reaching around \$750,000 annually by the conclusion of the 10-year lease agreement. Consequently, the relocation to the new office space may necessitate the Board's consideration of future adjustments to registration fees.

Highlights of the FY 2024/25 Proposed Budget

The proposed FY 2024/25 Budget (Attachment 1) requests new spending authorization totaling \$8,332,918. This amount includes \$8,076,605 for the agency's recurring operational expenses and \$256,313 for various specific initiatives. These initiatives include the development of the 3Di Rent Registry database, consultant support for annual evaluations of the Executive Director and General Counsel, compliance efforts, legal expenses, and expenditures related to staff and commissioner training. The proposed FY 2024/25 budget also includes changes to the agency's current staffing model which will increase organizational capacity.

Staffing Model

The proposed budget recommendation includes modifications to the current staffing model, increasing the number of full-time equivalents (FTEs) to 29.0.

For years, the Board has expressed an interest in increasing the agency's social media presence and adapting our outreach program to include popular applications such as Twitter and LinkedIn. The Digital Education and Social Media Coordinator will also be responsible for enhancing digital education efforts and updating the community on important affordable housing matters, legislation, and resources that inform and benefit those we serve.

The Board has consistently expressed an interest in augmenting the staffing model to include a Policy Director, particularly concerning housing and land use planning. The Policy Director will ensure the successful adoption and implementation of policies that align with the Board's mission and goals.

Further changes to the staffing model include the addition of four positions designed to enhance operational efficiency, approved by the Board at its February 15, 2024 meeting. The Budget and Personnel Committee, along with the Board, approved the addition of an Administrative Staff Assistant to the Executive Office. This position will be filled by the second quarter of FY 2024/25.

The Budget & Personnel Committee and the Board approved changes to the existing Public Information Unit (PIU) staffing model. They have introduced a Community Development Program Coordinator (CDPC) and a Community Services Specialist I (CSSI) to further service and operational performance goals while providing new promotional opportunities. These new positions will be created using two budgeted vacant Community Services Specialist II classifications. The CDPC position will be a permanent transition from a CSSII classification, while the other vacant CSS II will remain budgeted but underfilled as a CSS I.

As a result, one of the PIU CSS II classifications will remain, offering the necessary flexibility to operations as we implement and monitor the changed staffing model. Recruitment for these positions is scheduled to begin in the first quarter of FY2024/25.

Operations will assess the performance of the Registration Unit and seek to re-establish an Accounting Office Specialist position within the unit. Based on the need, recruitment for the position will take place by the first quarter of FY 2024/2025.

Proposed FY 2024/25 Budget Highlights

\$75,000 – Legal Costs - The next fiscal year brings new hurdles. The Board has been served with a rather important class action lawsuit that challenges the Measure MM fee adopted in November 2020 to allow the Board to register and provide services to various partially covered Berkeley rental units. Board legal staff anticipate spending about \$75,000 to hire outside counsel to assist with this litigation. There is much work to be done, and legal staff believes it crucial to have the expertise of outside counsel to take the lead on litigation that has never been filed against the Board. It is common and best practice to engage with outside counsel in these types

of cases even in situations where a municipal legal unit is fully staffed.

\$15,000 – Technology Stipend - To prepare for possible purchases of technology for Commissioners.

\$100,000 - Technology and Compliance Enhancements - The proposed budget allocates \$100,000 of the capital reserve expenditure level towards technology enhancements. Additionally, staff will carry over the Board's existing capital reserve balance with a remaining total of \$73,913, which is reserved for future expenditures on possible improvements to the 3Di Rent Registry system.

\$78,000 – Board & Staff Trainings -The proposed budget recommends that \$78,000 be allocated annually to the Training line item (40-63) for ongoing enhanced training opportunities as well as separate training for the Board's elected commissioners and the agency's senior leadership team.

\$10,000 – Digital Education – Investing in digital education has been an ongoing Board priority. This expenditure is proposed to pay for the creation of new digital video content, as well as other forms of digital outreach.

\$45,000 – Printing and Binding - Our agency has experienced a surge in demand for printed materials, such as mailings, brochures, and outreach materials, due to various factors such as expanded programs, increased outreach efforts, or regulatory requirements. This uptick in printing needs has exceeded our historical budget allocation for printing and binding expenses.

\$55,000 – Books and Publications – The Board maintains a steadfast commitment to fostering robust outreach and ensuring public access. This expenditure aims to reallocate resources effectively towards enhancements in technology infrastructure and services to improve the user experience.

Status of the Rent Board Fund Reserve Balance

Throughout its history, the Board has endeavored to uphold a prudent reserve balance within the Rent Stabilization Fund, aiming for a range of "one-to-two months" of uncommitted funds. However, at one juncture, the Board even sanctioned a reserve level as low as 8%. Therefore, in fiscal year 2022, a policy was adopted by the Board to ensure a minimum reserve equivalent to at least two months or 16% of the agency's recurring operational budget.

There have been instances where the Board chose to dip below the 8% reserve threshold to mitigate the necessity for significant fee increases. During the height of the COVID-19 pandemic, the Board authorized a reduction to as low as 5% to forestall any fee escalations. Despite these potential challenges, the agency has managed to maintain a reserve balance surpassing 16% since the conclusion of fiscal year 2017/18. Finance staff anticipates that by the

close of the current fiscal year, the agency will maintain an uncommitted reserve exceeding 19%.

Additionally, there is approximately \$76,300 earmarked in the Capital Reserve for the ongoing development of the 3Di Rent Registry, further underscoring the agency's commitment to strategic initiatives amid financial stewardship.

Based on the projected revenue of \$8,293,575 for fiscal year 2024/25, the proposed expenditure level would result in an uncommitted capital reserve balance of approximately \$1,300,000 for the Board. Furthermore, staff recommends allocating \$500,000 to the Capital Reserve for unforeseen expenses and technology enhancements. This proposed allocation from the Board's fund balance maintains alignment with the Board's target reserve level of 16%, while also providing a prudent buffer for addressing unexpected occurrences during FY 2024/25.

Sustainability of FUND 440 Reserve Balance

In the fiscal year 2023/24, the adopted budget was initially projected to be below the Board's uncommitted reserve level at 13% and an expected shortfall of \$500,000. However, due to savings derived from personnel cost reductions resulting from staff turnover and vacancies, as well as higher-than-expected registration revenue from fully covered and Measure MM units, the Board's reserve never reached a critical level.

In the fiscal year 2024/25, staff recommends a 16% reserve target. This marks an increase from the prior year's recommendation. Additionally, it includes allocating \$500,000 from the Board's uncommitted operational balance to the Capital Reserve to address potential unforeseen needs. Assuming the agency continues its compliance efforts in collecting registration fees, it is expected that the Board's reserve balance will stay at or above the targeted 16% level.

Attachments:

1. Proposed FY 2025 Line-Item Budget and Preliminary Year-end FY 2024 actuals
2. Proposed FY 2024/25 Proposed Organizational Chart
3. Proposed FY 2024/25 Position Detail Summary Table

RESOLUTION 24-13

**ADOPTING THE FISCAL YEAR 2024-2025 BUDGET, STAFFING MODEL POSITION
DETAIL, AND THE MAXIMUM EXPENDITURE LEVEL**

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

WHEREAS the Rent Stabilization Board operates based on a fiscal year and each year adopts an operational budget after public review and input; and

WHEREAS, Section 123 of Article XVII of the Charter of the City of Berkeley provides that the Rent Stabilization Board shall finance its reasonable expenses by charging landlords annual registration fees in amounts deemed reasonable by the Board; and

WHEREAS, the Budget and Personnel Committee met five times during this calendar year to monitor the budget and the Program's progress in meeting the goals established by the Board; and

WHEREAS, on March 21, 2024, after reviewing the available reserves and considering revenue needs for FY 2025, the Board voted to increase the annual registration fee for fully-covered units to \$344 per unit, the Measure MM or partially-covered unit fee to \$212 per unit; the Measure MM fee for certain affordable housing units to \$53 per unit; and the Summer Fraternity and Sorority Registration Fee to \$96; and,

WHEREAS, the Budget and Personnel Committee has met with the Finance Director and the Executive Director several times this year to discuss a line-item operating budget and staffing model for FY 2024-2025 for the Board's consideration; and,

WHEREAS, the proposed operating budget (including contracts) for FY 2024-2025 authorizes new expenditures totaling \$8,332,918, which includes both recurring operational, capital needs and expenditures related to the agency's relocation to a new office space, technology enhancements; and

RESOLUTION 24-13

**ADOPTING THE FISCAL YEAR 2024-2025 BUDGET, STAFFING MODEL POSITION
DETAIL, AND THE MAXIMUM EXPENDITURE LEVEL (Page 2)**

WHEREAS, the proposed budget for FY 2024-2025 includes \$256,313 in expenditures earmarked from the Capital Reserve Expenditure line item and moving \$500,000 from the Board’s uncommitted reserve to replenish the Board’s Capital Reserve that could be allocated later for larger, one-time capital projects; and

WHEREAS, after reviewing the current workload and filled positions along with the goals and objectives for FY 2024-2025 articulated by the Board, the Finance Director, the Executive Director, and the Budget and Personnel Committee, the Board believes that it is necessary to maintain a staffing level of at least 29.0 career Full-Time Equivalents (FTE’s).

NOW, BE IT RESOLVED that an overall spending level totaling \$8,332,918 (which includes \$256,313 in expenditures earmarked from the Capital Reserve Expenditure line item and moving \$500,000 from the Board’s uncommitted reserve to replenish the Board’s Capital Reserve that could be allocated later for larger, one-time capital projects) and a staffing level of 29.0 FTE’s is hereby adopted for the Fiscal Year 2024-2025.

Dated: June 20, 2024

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

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director

Rent Stabilization Program FUND 440
FY 2024 Year End and Projected FY 2025 Budget

Code	Description	Adopted FY 2023	Year End FY 2023	Adopted FY 2024	Prelim Year End FY 2024	Proposed FY 2025
11-01	Monthly Employees	3,015,000	2,791,672	3,265,000	2,700,000	3,820,000
11-03	Hourly Employees	0	0	0	0	0
13-01	Overtime	1,000	27	1,000	12,000	10,000
27-20	Benefits	2,075,000	1,792,002	2,225,000	1,700,000	2,640,000
30-12	Stipends	154,000	158,582	164,000	164,000	169,000
30-12b	Technology Stipend	30,000	30,000	5,000	0	15,000
30-23	Misc. Legal Expenses	85,000	149,487	20,000	55,000	90,000
30-36	Temp. Agency Employees	25,000	82,648	10,000	31,000	10,000
30-38	Misc. Professional Services	378,500	502,128	402,800	550,000	393,000
30-42	Office Equip. Mtc. Svcs. / Furniture	13,000	11,156	25,000	11,000	25,000
30-43	Bldg. & Structures Mtc. Svc.	500	460	500	365	500
30-51	Bank Credit Card Charges	25,000	16,443	20,000	14,000	20,000
40-10	Professional Dues & Intern Fees	2,000	1,993	2,000	2,040	4,200
40-31	Telephones	7,000	8,524	9,000	9,000	9,000
40-50	Printing and Binding	30,000	18,471	30,000	75,000	45,000
40-62	Meals & Lodging	1,000	0	7,000	1,100	5,000
40-63	Registration Fees/Training	12,000	2,897	13,000	6,905	78,000
40-61/64	Transportation & Commercial Travel	3,000	929	4,000	4,000	4,000
40-70	Advertising/public access	50,600	31,610	99,100	70,000	80,000
40-80	Books & Publications	13,000	13,831	13,000	22,500	55,000
50-10	Rental of Land / Buildings	370,000	361,132	528,405	363,000	374,000
51-10	Postage	35,000	75,497	35,000	10,000	42,000
51-20	Messenger / Delivery	500	16	500	600	500
55-11	Office Supplies	13,500	15,656	13,500	13,500	13,500
55-50	Food and Water	1,000	4,881	2,500	3,000	5,000
644110	Supplies - Clothing				3,000	1,500
70-43	Office Equipment and Furniture	5,000	0	5,000	331,000	50,000
70-44	Computers, Printers, Software	15,000	23,873	10,000	3,000	20,000
75-25	PC Replacement/City Software Licences	74,305	74,305	74,305	74,305	74,305
75-35	Mail Services	3,600	3,600	3,600	3,600	3,600
75-50	City Vehicle / Fuel & Maint.	1,500	4,500	7,500	7,500	19,500
	Displacement Reimbursement Offset	0	10,760	0	0	0
	Unallocated	0	0	233,000	0	0
	Expenditure Subtotal**	6,440,005	6,187,081	7,228,710	6,240,415	8,076,605
	Capital Reserve Expenditures (incl. technology advances, evaluations, training and compliance controls)	358,100	309,731	277,750	303,422	256,313
		Adopted FY 2023	Year End FY 2023	Adopted FY 2024	Prelim Year End FY 2024	Proposed FY 2025
	Total Authorized Fund Expenditures*	6,798,105	6,436,811	7,506,460	6,543,837	8,332,918
	Fully-covered Unit Revenue	4,885,000	4,264,528	5,725,000	4,038,000	6,880,000
	Measure MM Revenue	600,000	603,130	946,600	1,020,000	1,120,000
	Registration Penalties	150,000	473,933	250,000	372,664	250,000
	Fair Chance Ord. Administration	50,000	41,575	41,575	41,575	41,575
	Misc. (Project review, Settlements, Admin. Fees)	2,000	1,180	2,000	2,000	2,000
	Total Authorized Fund Revenue*	5,687,000	5,384,346	6,965,175	5,474,239	8,293,575
	<i>FY 24 Registration Revenue***</i>		775,359		1,477,473	
	<i>Registration Year Revenue</i>		6,159,705		6,951,712	
	Annual Surplus/Shortfall	(1,111,105)	(277,106)	(541,285)	407,875	(39,343)
	<i>Previous FY Carryover Expenditures</i>					
	FUND BALANCE (cash basis)	1,470,933	1,529,573	988,288	1,937,448	1,898,105
	FUND BALANCE (accrual basis)	658,073	1,529,573	988,288	1,937,448	1,898,105
	TOTAL UNCOMMITTED OPERATIONAL	423,473	1,516,410	975,125	1,923,885	1,384,542
	TOTAL CAPITAL RESERVE FUND					500,000

* Note: this report only reflects charges & revenues against the Rent Board Fund (Fund 440 and Fund 801) and does not include services charged to or received from other funds

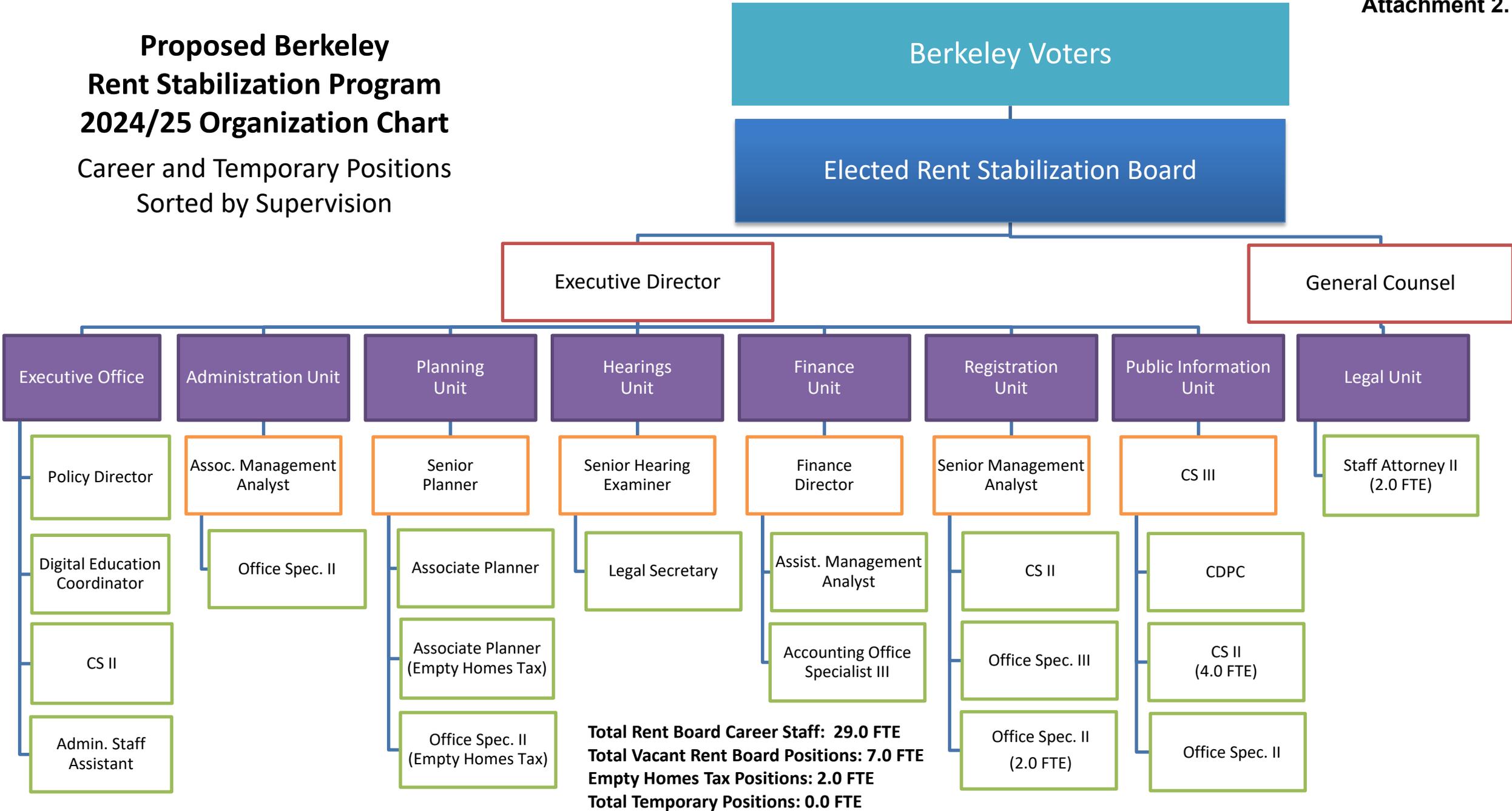
** Note: variance in actual expenditures and total fund balance reflects remaining balance in reimbursement offset escrow

*** Note: \$775,359.47 in FY23 registration revenue was collected as FY22 revenue.

*** Note: \$1,477,473 in FY24 registration revenue was collected as FY23 revenue.

Proposed Berkeley Rent Stabilization Program 2024/25 Organization Chart

Career and Temporary Positions
Sorted by Supervision



Rent Board Position Detail
Sorted by Classification

Classification Title	Adopted FY 23/24	Proposed FY 24/25
Accounting Office Specialist II	0.00	1.00
Accounting Office Specialist III	1.00	1.00
Administrative and Fiscal Services Manager	1.00	1.00
Assistant Management Analyst	1.00	1.00
Administrative Staff Assistant	0.00	1.00
Associate Management Analyst	1.00	1.00
Associate Planner	1.00	1.00
Associate Planner (Empty Homes Tax)	0.00	1.00
Communications Specialist	0.00	1.00
Community Development Program Coordinator	0.00	1.00
Community Service Specialist II	7.00	6.00
Community Service Specialist III	1.00	1.00
Executive Director	1.00	1.00
General Counsel	1.00	1.00
Office Specialist II	4.00	3.00
Office Specialist III	1.00	1.00
Legal Secretary	1.00	1.00
Policy Director	1.00	1.00
Senior Hearing Examiner	1.00	1.00
Senior Management Analyst	1.00	1.00
Senior Planner	1.00	1.00
Staff Attorney II	2.00	2.00
TOTAL FTE:	28.00	30.00

Changes in FY 2024/2025 include the following:

Create 1.0 FTE Communications Specialist

Create 1.0 FTE Associate Planner - Empty Homes Tax - Funding for this position will come from the U1 Fund

Create 1.0 FTE Administrative Staff Assistant

Convert 1.0 Community Services Specialist III to 1.0 FTE Community Development Program Coordinator



DATE: June 20, 2024

TO: Honorable Members of the Berkeley Rent Stabilization Board

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

SUBJECT: Recommendation to adopt Resolution 24-14 authorizing the Executive Director to extend the contract with Berkeley Community Media through June 30, 2025, and increase the contract by an amount not to exceed \$25,000 for fiscal year (FY) 2024-2025

Recommendation

That the Board adopts attached Resolution 24-14 authorizing the Executive Director to extend the contract with Berkeley Community Media through June 30, 2025, and increase the contract by an amount not to exceed \$25,000 for FY 2024-2025.

Background and Need for Board Action

The Board has maintained a contract with Berkeley Community Media (BCM) since June 5, 1995, for live broadcasts of regularly scheduled Rent Stabilization Board (RSB) meetings, periodic special meetings, and other services. For FY 2024-2025, BCM is proposing to continue to broadcast live, gavel-to-gavel coverage for a total of 15 RSB meetings and to rebroadcast all RSB meetings and four special programs for \$25,000. This amount reflects an increase to cover the costs of providing an additional technician who will be present for all monthly RSB meetings to troubleshoot any technical difficulties that may arise in an effort to reduce the burden on the Board Secretary. With the exception of this change, BCM's proposed contract terms are identical to the terms adopted for FY 2023-2024.

It should be noted that, over the past year, BCM's Executive Director and staff have gone above and beyond to troubleshoot and resolve multiple technical issues that beset monthly RSB meetings, most of which were due to connectivity issues with Berkeley Unified School District-owned equipment and/or Zoom-related glitches. Staff have been grateful for BCM's collaboration and creative problem-solving which have aided in resolving them more quickly.

The BCM contract proposal for the 2024-2025 fiscal year is attached for your review.

Financial Impact

There are sufficient funds in the FY 2024-2025 budget to cover this expenditure.

Name and Telephone Number of Contact Person:

DéSeana Williams, Executive Director (510) 981-7368

Attachment:

1. BCM's FY 2024-2025 Contract Proposal

RESOLUTION 24-14

AUTHORIZING THE EXECUTIVE DIRECTOR TO MODIFY THE CONTRACT WITH BERKELEY COMMUNITY MEDIA (BCM) BY EXTENDING THE CONTRACT THROUGH JUNE 30, 2025 AND INCREASING THE CONTRACT BY AN ADDITIONAL AMOUNT NOT TO EXCEED \$25,000 FOR FISCAL YEAR 2023/2024

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

WHEREAS, there continues to be a public interest in viewing Rent Board meetings on local cable television; and

WHEREAS, the Board has a continued interest in assisting the public regarding rent control topics through video and film productions; and

WHEREAS, BCM has the ability to telecast and record all regularly scheduled Rent Stabilization Board meetings as well as production facilities; and

WHEREAS, the previous contract with BCM has not expired; and

WHEREAS, BCM has agreed to meet the Board's needs in telecasting and webcasting Board meetings on B-TV Channel 33 (up to five of each per Board meeting);

NOW, THEREFORE BE IT RESOLVED, by the City of Berkeley Rent Stabilization Board that the Executive Director is hereby authorized to extend the contract through June 30, 2025, increasing the contract by an additional amount not to exceed \$25,000 to telecast live, gavel-to-gavel, every regularly-scheduled meeting and up to three special Rent Stabilization Board meetings, to rebroadcast all RSB meetings, and to assist the Board in producing informational workshops as needed for the 2024-2025 fiscal year, with the total amount payable under this contract not to exceed \$192,500.

Dated: June 20, 2024

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

YES:
NO:
ABSTAIN:
ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



**BERKELEY
COMMUNITY MEDIA**
www.bcmtv.org - 2239 MLK Jr. Way, Berkeley, CA 94704 - 510-848-2288

Board of Directors:

Winston Burton **Board Chair**

Harold Adler **Vice Chair**

Becky Jo Benson **Treasurer**

Katherine Burge **Secretary**

Helen Walsh

Samuel Speilman

Ken Osborn

June 13th, 2024

To: Aimee Mueller, Berkeley Rent
Stabilization Board

From: David Flores, Berkeley Community
Media (BCM)

Berkeley Community Media (BCM) looks forward to continuing our production and cablecast of the Rent Stabilization Board meetings on B-TV Channel 33.

The contract terms in the attached proposal will begin on July 1st, 2024 and run through June 30th 2025.

We increased the cost for our services and the additional coverage outside of Berkeley City Hall and the BUSD Board room by \$3000 to reflect the additional technician who will be present at all RSB meeting.

We greatly value our relationship and long history with the Berkeley Rent Stabilization Board and look forward to once again serving the Board and the community.

A handwritten signature in black ink that reads "David Flores".

David Flores
Executive Director
Berkeley Community Media

**BERKELEY RENT STABILIZATION BOARD
MEETING COVERAGE PROPOSAL – FISCAL YEAR 2024-2025**

1. Berkeley Community Media (hereafter Contractor) agrees to capture and telecast on B-TV channel 33 all regularly-scheduled Rent Stabilization Board (hereafter RSB) meetings from the BUSD Board Room. In addition to the original live telecast of such meetings, Contractor will telecast each captured program at least two (2) and no more than four (4) times per week on B TV channel 33. The RSB will provide Contractor with a list of all regularly-scheduled meetings for the fiscal year.

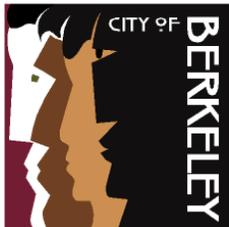
2. Contractor will assist an outside closed captioner in producing videos of RSB workshops each quarter. Contractor will not be responsible for providing closed captioning services but will be required to record and deliver a final Quicktime movie of each session that complies with the City of Berkeley’s web video requirements.

Services Provided Quantity Amount

Live, gavel to gavel coverage of all regularly scheduled RSB meetings from the BUSD Board Room	Up to 15 per year	\$15,000
Telecast and webcast meetings and special programs via B-TV Channel 33	Up to 25 per year	\$10,000
DVD Media and Incidental supplies	various	Included
As needed post production re-captioning and editing using Adobe Premier	As needed	\$35 per hr
TOTAL:		\$25,000

In addition, Contractor will provide at additional cost coverage of meetings held outside of Council Chambers. In the event that a RSB meeting is scheduled to take place in any other location other than the BUSD Board Room located at 1234 Addison Street. Berkeley Community Media agrees to capture and telecast (live and replayed as detailed in section 1 and 2 of this agreement) for an additional service fee of \$400 per meeting.

Contractor will also be available to produce a half-hour, quarterly news program at a mutually agreed upon location at a rate of \$500 per program.



Rent Stabilization Board

DATE: June 20, 2024

TO: Honorable Members of the Berkeley Rent Stabilization Board

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

SUBJECT: Recommendation to adopt Resolution 24-15 authorizing the Executive Director to extend the contract with QuickCaption, Inc. through June 30, 2025, and increase the contract by an amount not to exceed \$10,500 for the 2024-2025 fiscal year

Recommendation:

That the Board adopt attached Resolution 24-15 authorizing the Executive Director to modify the payment terms of the contract with QuickCaption, Inc. for real-time remote closed captioning of all televised Board meetings and informational webinars for the 2024-2025 fiscal year (FY).

Background and Need for Board Action:

The Americans with Disabilities Act (ADA) requires the Rent Board to caption its televised meetings. Accordingly, the Board began captioning its meetings in January 2005. At that time, the Board adopted Resolution 05-01 authorizing the Executive Director “to enter into a contract or otherwise make the necessary arrangements to have televised broadcasts of Board meetings captioned.” In this resolution, the Board also stated that “[s]ubsequent funding for captioning services [was to] be reviewed and approved by the Board.”

In 2005, following review of the results of the City Clerk’s Request for Proposal (RFP) for closed captioning services, the Board entered into a contract with Theresa B. Darrenougue to provide real-time remote closed captioning services of all televised Rent Board meetings. Ms. Darrenougue provided excellent captioning services to the Board for nearly eleven years.

On August 1, 2014, following the City Clerk’s RFP for real-time remote closed captioning services, QuickCaption, Inc. was selected to caption Berkeley City Council and Zoning Adjustments Board meetings. City staff who worked closely with QuickCaption provided very positive feedback on this vendor’s staff and the quality of their captioning. In June of 2016, the Board approved a one-year contract with QuickCaption, Inc. in the amount \$7,000. The Board has subsequently authorized the amendment of that contract and additional funds when needed. The Executive Director has extended the current contract term through June of 2024.

Recommendation to modify contract with QuickCaption Inc.

Page 2

QuickCaption's hourly rate for real-time remote closed captioning recently increased from \$143 to \$150 per hour. Therefore, the current contract should be amended to reflect the new hourly rate. QuickCaption has continued to provide excellent captioning services to the Board and Board staff have appreciated their timely, effective communication with us and Berkeley Community Media to ensure accuracy and transparency. We therefore recommend that the Board adopt Resolution 24-15 authorizing the modification of the payment terms of this contract through the end of FY 2025.

Financial Impact:

There are sufficient funds in the FY 2024-25 budget to cover the anticipated expenditures under this contract.

Name and Telephone Number of Contact Person:

DéSeana Williams, Executive Director (510) 981-7368

Attachments:

1. QuickCaption contract proposal for FY 2024-25

RESOLUTION 24-15

AUTHORIZING THE EXECUTIVE DIRECTOR TO MODIFY THE CONTRACT WITH QUICKCAPTION, INC. FOR CAPTIONING SERVICES OF TELEVISED BOARD MEETINGS AND INFORMATIONAL WEBINARS THROUGH JUNE 30, 2025

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

WHEREAS, the Rent Stabilization Board has elected to caption its televised meetings to comply with the Americans with Disabilities Act; and

WHEREAS, QuickCaption, Inc. has provided quality captioning for the City since August 1, 2014, at a rate that is representative of the current rate for real-time remote closed captioning services; and

WHEREAS, in June of 2016, the Board authorized the Executive Director to negotiate a contract for services with QuickCaption, Inc. in the amount of \$7,000 for the 2016-2017 fiscal year (FY); and

WHEREAS, the Board subsequently authorized the Executive Director to extend the contract with QuickCaption, Inc. and increase the contract amount on May 7, 2018, by Resolution 18-04; and on November 21, 2019, by Resolution 19-24; and on June 17, 2021, by Resolution 21-18; and on June 16, 2022, by Resolution 22-18; and on October 23, 2023, by Resolution 23-27; and

WHEREAS, Board staff remain very pleased with the captioning provided by QuickCaption, Inc., and recommend that the Board continue to retain their services; and

WHEREAS, there is a need to amend the current contract to reflect QuickCaption, Inc.'s new hourly rate for FY 2025; and

WHEREAS, sufficient funds are available in the FY 2024-2025 budget to cover the anticipated captioning costs for the Board's FY 2025 televised meetings.

RESOLUTION 24-15

AUTHORIZING THE EXECUTIVE DIRECTOR TO MODIFY THE CONTRACT WITH QUICKCAPTION, INC. FOR CAPTIONING SERVICES OF TELEVISED BOARD MEETINGS AND INFORMATIONAL WEBINARS THROUGH JUNE 30, 2025
(Page 2)

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Rent Stabilization Board authorizes the Executive Director to modify the contract with QuickCaption, Inc., by extending the contract term through June 30, 2025, and increasing the contract by an amount not to exceed \$10,500 for FY 2025. The total amount payable under this contract shall not exceed \$59,500 for FY 2025.

Dated: June 20, 2024

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

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



3457 Arlington Avenue, Ste. 104
Riverside, California 92506
951-779-0787
www.QuickCaption.com

June 12, 2024

Aimee Mueller, Associate Management Analyst
City of Berkeley
Rent Stabilization Board
2000 Center Street, Suite 400
Berkeley, CA 94704

Re: Proposal for Fiscal Year 2024-2025

Aimee,

Following is our proposal for fees and terms for the FY July 1, 2024 through June 30, 2025:

- \$150.00 per hour (all-inclusive with unedited transcript)
- Active assignments are invoiced with a two-hour minimum; Invoiced in 30-minute increments thereafter
- Scheduled assignment encoder connections initiated 15 minutes prior to an event, no additional charge
- Scheduled assignment encoder connections in excess of 15 minutes to be invoiced
- Events rescheduled or canceled more than 48 business hours in advance - no charge
- Events rescheduled or canceled 48 business hours or less in advance - invoiced at two hours
- Addition of a meeting with more than 48 business hours' notice - no additional charge
- Addition of a meeting with 48 business hours or less notice - surcharge 20%
- No additional charges for evening or weekend meetings/assignments
- No additional charges for extended meetings
- No additional charge for pre-event preparatory or post-event editing
- Note: Business hours are Monday through Friday, 6:30 am to 8:30 pm PST, except government holidays

Please don't hesitate to contact me should you have any questions or concerns or need anything additional.
Have a GREAT day!

A handwritten signature in black ink that reads "Antha A. Ward".

Antha A. Ward
President
AAW/jp

RESOLUTION 24-16

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH GOLDFARB & LIPMAN, LLP IN AN AMOUNT NOT TO EXCEED \$75,000

BE IT RESOLVED by the Rent Stabilization Board of the City of Berkeley (the “Board”) as follows:

WHEREAS, Measure MM, which was placed on the general election ballot by the Berkeley City Council on July 30, 2020, and subsequently passed by the voters on November 3, 2020, requires the Board to register certain partially covered rental units, including: rented single-family homes, condominiums, and newly-constructed units; and

WHEREAS, on December 17, 2020, by Resolution 20-17, the Board approved the initial implementation of registration for partially exempt units due to the amendments to the Rent Stabilization Ordinance mandated by Measure MM; and

WHEREAS, on October 12, 2023, Alan Wofsy & Associates, a California corporation (dba Hearst Commons), on behalf of itself and all other similarly situated, filed a Class Action Complaint against the Board challenging the constitutionality of Measure MM; and

WHEREAS, class litigation lawsuits are particularly complex and time-consuming to defend; and

WHEREAS, the Board’s legal unit recommends the hiring of outside counsel to assist the Board to defend *Alan Wofsy & Associates, on behalf of itself and all others similarly situated, v. Berkeley Rent Stabilization Board*, a class action, Alameda County Superior Court Case No. 23CV043503; and

WHEREAS, the Board’s legal unit has worked successfully with the lawyers at Goldfarb & Lipman, LLP in past litigation; and

RESOLUTION 24-16

AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE A CONTRACT WITH GOLDFARB & LIPMAN, LLP IN AN AMOUNT NOT TO EXCEED \$75,000 (Page 2)

WHEREAS, Goldfarb & Lipman, LLP have particular expertise in litigating matters related to private claims against government agencies.

NOW, THEREFORE, BE IT RESOLVED, that the City of Berkeley Rent Stabilization Board hereby authorizes the Executive Director to execute a contract with Goldfarb & Lipman, LLP to pay for work performed in the matter of *Alan Wofsy & Associates, on behalf of itself and all others similarly situated, v. Berkeley Rent Stabilization Board*, a class action, Alameda County Superior Court Case No. 23CV043503 in an amount not to exceed \$75,000; and

BE IT FURTHER RESOLVED that the Board will reconsider these matters should more funds be necessary to provide further assistance with matters related to this litigation.

Dated: June 20, 2024

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

YES:

NO:

ABSTAIN:

ABSENT:

Leah Simon-Weisberg, Chairperson
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director
Rent Stabilization Board



RENT STABILIZATION BOARD
ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Wednesday, June 5, 2024 – 6:00 p.m.

Rent Stabilization Board Conference Room A – 2000 Center Street, Suite 400, 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/89156912599?pwd=92kA0hlIPkMs7p2cMkVSSbuUnfkDbw.1>. 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 1-669-900-6833 and enter Webinar ID: 891 5691 2599 and Passcode: 409186. 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 ndahl@berkeleyca.gov with the Subject line in this format: "PUBLIC COMMENT ITEM FOR ENVIRONMENTAL SUSTAINABILITY 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 4:00 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.

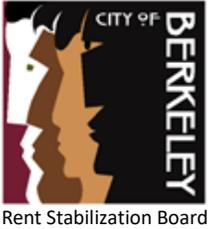
This meeting will be conducted in accordance with Government Code Section 54953 and all current state and local requirements allowing public participation in meetings of legislative bodies. Any member of the public may attend this meeting at the posted location(s). Questions regarding this matter may 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:



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.

Attendees at public meetings are reminded that other attendees may be sensitive to various scents, whether natural or manufactured, in products and materials. Please help the City respect these needs.



RENT STABILIZATION BOARD
ENVIRONMENTAL SUSTAINABILITY COMMITTEE

Wednesday, June 5, 2024 – 6:00 p.m.

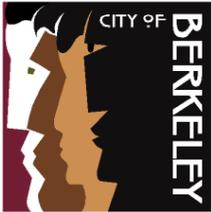
Rent Stabilization Board Conference Room A – 2000 Center Street, Suite 400, Berkeley

AGENDA

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.*
3. Approval of the Agenda (2 min.)
4. Public Comment (5 min.)
5. Approval of April 3, 2024 Meeting Minutes (2 min.)
6. Update on Data Set of Housing Services Paid for by Landlords (Gas, Heat Electric) (5 min.)
7. Update on CoB Sustainability Programs and Services (15 min.)
8. Report from Chair Martinac on latest developments from CPUC and state legislature affecting multi-family solar in Berkeley Rental Housing. (15 min.)
9. Decarbonization Without Displacement (15 min.)
10. Announcements (5 min.)
11. Next Meeting (2 min.)
12. Future Agenda Items (5 min.)
13. Adjournment (2 min.)

STAFF CONTACT: Nathan Dahl, Public Information Unit Manager (510) 981-4935

COMMITTEE: Ida Martinac (Chair), Stefan Elgstrand, Xavier Johnson



Rent Stabilization Board

RENT STABILIZATION BOARD
EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, June 11, 2024 – 6:30 p.m.

Rent Stabilization Board Conference Room A – 2000 Center Street, Suite 400, Berkeley, CA 94704

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/89441805927?pwd=bvnbaX1R5yZD1wrwfafg5wNRIMibIA.1>. 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: 894 4180 5927 and Passcode: 301477. 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 oeHLinger@berkeleyca.gov with the Subject line in this format: "PUBLIC COMMENT ITEM FOR EVICTION/SECTION 8 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 4:00 p.m. on the day of the Committee meeting in order to be included.**

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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

RENT STABILIZATION BOARD
EVICTON / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, June 11, 2024 – 6:30 p.m.

Rent Board Conference Room A – 2000 Center Street Suite 400, Berkeley, CA 94704

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 the agenda
4. Approval of the Minutes of the February 13, 2024 meeting
5. Public Comment
6. Discussion and possible action regarding Distressed Properties Report
7. Discussion regarding Board data on recent eviction activity
8. Discussion and possible action regarding Measure AA Owner Move-in Eviction Report
9. Confirm next meeting date
10. Adjournment

STAFF CONTACT: Ollie Ehlinger, Staff Attorney – (510) 981-4924
COMMITTEE: Stefan Elgstrand (Chair), Xavier Johnson, Ida Martinac, Nathan Mizell



**4 X 4 JOINT TASK FORCE COMMITTEE ON HOUSING
CITY COUNCIL/RENT STABILIZATION BOARD**

Wednesday, June 19, 2024 – 3:00 p.m.

1947 Center Street, Magnolia Room- 3rd Floor, Berkeley

Teleconference Location: 3225 Simon Road Manitowoc, Wisconsin 54220

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

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To join by phone: Dial 1-669-900-6833 and enter Webinar ID: 896 6832 0203 and Passcode: 201457. 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 DeWilliams@berkeleyca.gov 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 1:00 p.m. on the day of the Committee meeting in order to be included.**

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**4 X 4 JOINT TASK FORCE COMMITTEE ON HOUSING
CITY COUNCIL/RENT STABILIZATION BOARD**

Wednesday, June 19, 2024 – 3:00 p.m.

1947 Center Street, Magnolia Room- 3rd Floor, Berkeley

Teleconference Location: 3225 Simon Road Manitowoc, Wisconsin 54220

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 the agenda
4. Public comment on non-agenda matters
5. Approval of October 24, 2023 Committee meeting minutes (see attachment)
6. Discussion and possible action to recommend that Council place a ballot measure to amend the Berkeley Rent Ordinance on the November 2024 general election ballot (requested by Chair Simon-Weisberg and Mayor Arreguin). See attachment.
7. Discussion and possible action regarding proposed amendments to the Demolition Ordinance to be considered by Council on June 25, 2024. (requested by Chair Simon-Weisberg). See attachment.
8. Discussion and possible action regarding the Planning Department issuing permits for elective work that triggers the Relocation Ordinance (BMC Chapter 13.84) for tenant-occupied rental units (requested by Chair Simon-Weisberg)
9. Discussion of possible future agenda items



Rent Stabilization Board

10. Confirm the next meeting date
 - a. September 18, 2024.

11. Adjournment

COMMITTEE MEMBERS:

Mayor Jesse Arreguín
City Councilmember Sophie Hahn
City Councilmember Cecilia Lunaparra

Rent Board Chairperson Leah Simon-Weisberg
Rent Board Commissioner Xavier Johnson
Rent Board Commissioner Vanessa Danielle Marrero
Rent Board Commissioner Dominique Walker



4x4 Joint Task Force Committee on Housing
City Council and Rent Board

**4 X 4 JOINT TASK FORCE COMMITTEE ON HOUSING
CITY COUNCIL/RENT STABILIZATION BOARD**

**Tuesday, October 24, 2023 – 3:00 p.m.
2180 Milvia Street, 1st Floor, Cypress Room, Berkeley**

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

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To join by phone: Dial 1-669-254-5252 and enter Webinar ID: 160 353 5796 and Passcode: 084063. 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 a written communication for the Committee's consideration and inclusion in the public record, email BTran@berkeleyca.gov with the Subject line in this format: "PUBLIC COMMENT ITEM FOR 4 X 4 COMMITTEE." Please observe a 150-word limit. **Email comments must be submitted to the email address above by 1:00 p.m. on the day of the Committee meeting in order to be included.**

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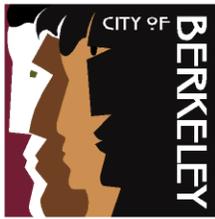
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4x4 Joint Task Force Committee on Housing
City Council and Rent Board

**4 X 4 JOINT TASK FORCE COMMITTEE ON HOUSING
CITY COUNCIL/RENT STABILIZATION BOARD**

Tuesday, October 24, 2023 – 3:00 p.m.

2180 Milvia Street, 1st Floor, Cypress Room, Berkeley

Minutes – To Be Approved

1. Roll call: Mayor Arreguín called the meeting to order at 3:07 p.m.
Present: Mayor Arreguín, CM Hahn, CM Harrison, RBC Johnson, RBC Marrero, CM Robinson, RB Chair Simon-Weisberg (arrived 3:12 p.m.).
Absent: RBC Walker.
Staff present: Matt Brown, Lief Bursell, Lourdes Chang, Nate Dahl, Brendan Darrow, Ollie Ehlinger, Stefan Elgstrand, Margot Ernst, Jen Fabish, Justin Horner, Hannah Kim, Jordan Klein, Moni Law, Be Tran, DéSeana 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 read aloud.

3. Approval of the agenda: M/S/C (Robinson/Johnson) Approve the agenda as written. Voice vote. Carried: 7-0-0-1. Absent: Walker.
4. Public comment on non-agenda matters: There were no speakers.
5. Approval of September 27, 2023 Committee meeting minutes (see attachment): M/S/C (Harrison/Robinson) Approve the minutes as written. Voice vote. Carried: 7-0-0-1. Absent: Walker.

6. Discussion and possible recommendations to City Council regarding amendments to the Demolition Ordinance (Planning Department, see attachment): The committee considered items 6 and 7 together.

M/S/C (Robinson/Harrison) Recommend to the Planning Commission and City Council adoption of the October 24, 2023 staff draft of the proposed Demolition Ordinance amendments, including the amendments proposed by Commissioner Simon-Weisberg to Section 23.326.080 relating to rent control being applicable to building relocations. Also recommend that staff include clarifying language that any demolition of a historically designated residential building must comply with the requirements of Chapter 3.24 (Landmarks Preservation Commission). Recommend clarifying changes to the ordinance language regarding the tenant rights provided based on the type of building/unit being demolished, with the principle that the demolition of any unit or structure which is used for rental purposes should be replaced with a below market rate unit. Recommend the proposed modifications to the inclusionary housing program to incorporate the tenant protection and enforcement provisions in Chair Simon-Weisberg's September 27, 2023 memo. Voice vote. Carried 7-0-0-1. Absent: Walker.

There were 2 public speakers.

7. Discussion of possible companion recommendations to City Council on changes to Inclusionary Housing Requirements (Mayor Arreguín, see attachment): This item was considered with item 6.
8. Discussion and possible action regarding the scheduling of future 4x4 Joint Committee meetings (Be Tran, Rent Board): The committee agreed to meet on the fourth Wednesdays in January and March, 2024. There was one public speaker.
9. Discussion of possible future agenda items: Tenant Protection Ordinance, Elevator Ordinance.
10. Confirm next meeting date: January 24, 2024.
11. Adjournment: M/S/C (Robinson/Harrison) Adjourn the meeting. Voice vote. Carried: 7-0-0-1. Absent: Walker. The meeting adjourned at 4:53 p.m.

COMMITTEE MEMBERS:

Mayor Jesse Arreguín

City Councilmember Sophie Hahn

City Councilmember Kate Harrison

City Councilmember Rigel Robinson

Rent Board Chairperson Leah Simon-Weisberg

Rent Board Commissioner Xavier Johnson

Rent Board Commissioner Vanessa Danielle Marrero

Rent Board Commissioner Dominique Walker

AN ORDINANCE OF THE PEOPLE OF THE CITY OF BERKELEY AMENDING BERKELEY MUNICIPAL CODE CHAPTER 13.76 TO FURTHER PROTECT THE RIGHTS OF TENANTS TO BE SAFE FROM ARBITRARY AND EXCESSIVE RENT INCREASES AND EVICTIONS, AND TO ESTABLISH THE RIGHT TO ORGANIZE TENANT ASSOCIATIONS

The People of Berkeley do hereby ordain as follows:

Section 1. Title. This amendment to Chapter 12.76 shall be known and may be cited as the "Berkeley Tenant Protection and Right to Organize Act."

Section 2. Amendment of Chapter 13.76. Chapter 13.76 of the Berkeley Municipal Code is amended to read as follows:

13.76.010 Title.

This ~~C~~chapter shall be known as the Rent Stabilization and Eviction for Good Cause Ordinance.

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.~~

AC. On June 5, 1973, the City Council (hereinafter, "Council") declared the existence of a housing emergency in the City of Berkeley (hereinafter, "the City"), based upon ~~the C~~ouncil'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.~~

BH. 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 People of Berkeley 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 at the commencement of a new tenancy 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 Act, many rental units became unaffordable to Berkeley residents.

E. The City continues to experience a severe housing shortage and an unprecedented increase in the number of ~~unhoused or marginally housed residents~~ residents experiencing housing hardships. 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 towards rent.

F. Due to the continuance of the housing emergency which existed when the voters of Berkeley first enacted this Chapter, the Berkeley Rent Stabilization Board (hereinafter, "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 People of Berkeley have periodically updated this Chapter through various and disparate updates, the Board finds a need to enact non-substantive changes to this Chapter in 2024 in order to make the provisions of this Chapter 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.

13.76.030 Purpose.

The purposes of this ~~C~~chapter ~~is~~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, and to facilitate the formation of tenant associations to equalize the relationship between tenants and landlords, 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,

[marginalized communities](#)~~minorities~~, students, [persons with disabilities](#)~~handicapped~~, and [older adults](#)~~the aged~~.

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 [B](#)oard 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, janitor 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 13.76.135](#). 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.

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- 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. "Partially-covered unit" means any rental 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.
~~"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. "Fully-exempt unit" means any rental unit that is not subject to any section of this Chapter.
~~"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. "Recognized tenant organization" means any group of tenants, residing in rental units in the same building or in different buildings operated by the same management company, agent or landlord, which requests to be so designated.
- LM. "Rent ceiling" means the maximum allowable rent which a landlord may charge on any rental unit covered by this chapter.
- MN. "Base rent ceiling" means the maximum allowable rent established under Section 13.76.100 of this chapter.
- NO. "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.
-

~~P. "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.~~

~~Q. "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, 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.~~

13.76.050 Applicability.

~~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.:~~

~~A. The following rental units are Partially-covered units:~~

~~1. *Newly constructed rental units.* A rental unit created after June 30, 1980. For purposes of this partial exemption, 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 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 fifteen years after the date of final inspection approval by the City.~~

Notwithstanding any 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 rental units" and, unless otherwise exempt, shall be covered by all provisions of this Chapter.

2. Separately Alienable Rental Units. Rental units in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance), 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.

B. The following rental units are Fully-exempt units:

1. Government-Owned or -Subsidized Rental Units. 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. Short-Term Transient Rentals. 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. Co-op Rental Units. Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.

4. Rental Units in Health Facilities. 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. Owner-Occupied Shared Rental Units. 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 occupied a unit in the same property as his/her 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. Fraternities and Sororities. 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.

7. *Accessory Dwelling Units.* 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. *Shelters and Transitional Housing.* 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.

9. *"Sabbatical" Exemption for Single-Family Homes.* A rental unit in a residential property containing only a Single Family Dwelling (as defined in Subtitle 23F.04 of the Zoning Ordinance) and owned by a property owner who:

_____ a) owns only one residential unit in the City;

b) occupied that residential unit for at least 365 consecutive days as their principal residence immediately prior to renting the unit; and

c) is absent from the unit for a period not to exceed 24 months; and

d) such period is specified in the lease.

10. Golden Duplex Exemption. Rental units in a residential property which is divided into two units where one of the units was owner-occupied on December 31, 1979, and where one of the units is occupied by a landlord as their principal residence on July 1, 2024, so long as the same landlord who occupied the property on July 1, 2024, continuously occupies a unit on the property as their principal residence. Rental units where a tenancy is created after July 1, 2024, shall not qualify for this exemption. Rental units which become non-exempt under this provision shall have the provisions of Subsections 13.76.080J and 13.76.100C. applied to them.

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.

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 [13.76.040](#). 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 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.~~

13.76.060 Rent Stabilization Board.

A. *Composition.* There shall be in the ~~city of Berkeley City~~ an elected ~~R~~rent ~~S~~tabilization ~~B~~board; the ~~B~~board shall consist of nine ~~C~~ommissioners. The ~~B~~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 ~~C~~ity ~~of Berkeley a~~re eligible to serve as ~~C~~ommissioners on the ~~B~~board.

C. *Full ~~D~~isclosure of ~~H~~oldings.* Candidates for the position of ~~C~~ommissioner 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 ~~C~~ommissioners.* Commissioners shall be elected at the statewide general election held in November of even numbered years.

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

F. *Powers and ~~D~~uties.* The elected ~~R~~rent ~~S~~tabilization ~~B~~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 ~~B~~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 ~~C~~hapter.
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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.

~~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 City](#).

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 City](#).

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

The Bboard shall publicize this Chapter so that all residents of Berkeley will have the opportunity to become informed about their legal rights and duties under this Chapter. The Bboard 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 Bboard shall hold regularly scheduled meetings. Special meetings shall be called at the request of at least a majority of the Commissioners of the Bboard. The Bboard shall hold its initial meeting no later than July 15, 1980.

I. *Quorum*: Five Commissioners shall constitute a quorum for the Bboard.

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

K. *Compensation*: The Rent Stabilization Bboard shall be a working Bboard. Commissioners shall be paid compensation and benefits in an amount set by the Bboard in order to compensate Commissioners for their time and work performed as required by this Chapter and the City Charter.

L. *Dockets*: The Bboard 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 Bboard, 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 Bboard shall finance its reasonable and necessary expenses by charging landlords annual registration fees in amounts deemed reasonable by the Bboard. 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 Bboard. The Bboard is also empowered to request and receive funding,

when and if necessary, from the ~~C~~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 ~~B~~board shall be a working ~~B~~board and shall employ such staff as may be necessary to perform its functions efficiently and as provided by Berkeley Ordinance.

P. *Registration*: The ~~B~~board shall require the registration of all rental units covered by this chapter as provided for in Section [13.76.080](#). The ~~B~~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.~~

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.

13.76.080 Rent registration.

A. ~~The Board shall require all landlords subject to the provisions of this chapter prior to November 3, 2020, to file a rent registration statement with the Board by September 1, 1980 for each rental unit covered by this Chapter, except for Fully-Exempt Units as set forth in Section 13.76.050.C. 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;
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- (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.

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.
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If rental units subject to this Chapter are located in at 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.

E. *Vacancy Registration.* 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.

~~D. 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.~~

~~FE.~~ The Bboard 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.

~~GF.~~ Every annual registration fee required by this Cchapter which is not paid on or before July 1 is declared delinquent, and the Bboard 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 Bboard may waive the penalty if payment is made within thirty days of the original due date.

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

~~HG.~~ The amount of any registration fee, ~~and~~ penalty, and fine imposed by the provisions of this chapter shall be deemed a debt to the Ccity.

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

J. Landlords of formerly exempt units shall register within ~~60~~sixty days of coming under coverage of this **C**hapter. 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.

K. No landlord shall be deemed to be in compliance with this **S**ection 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 and all outstanding fees and penalties have been paid.

L. Registration fees shall not be passed along to the tenants without the express, prior approval of the **B**oard. Under no circumstances shall penalties be passed along to tenants.

M. 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.

N. Landlords of ~~P~~artially-Covered ~~U~~units (set forth above in Section ~~13.76.050.B s–13.76.050I, and 13.76.050O.~~) shall register within ~~sixty~~60 days of coming under coverage of this **C**hapter. 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.

13.76.090 Confidentiality of information submitted to Board.

The **B**oard shall adopt rules and regulations providing for the confidentiality of information submitted to the **B**oard in support of a petition for an individual rent ceiling adjustment under Section [13.76.120](#) of this **C**hapter when such confidentiality is deemed necessary by the **B**oard and where otherwise permitted by state law.

13.76.100 Establishment of base rent ceiling and posting.

A. *Base Rent Ceiling.* Upon adoption of this ~~C~~chapter, no landlord shall charge rent for any rental unit covered by the terms of this ~~C~~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 ~~B~~board under Sections [13.76.110](#) and [13.76.120](#) of this ~~C~~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 ~~B~~board after hearing, the base rent ceiling shall be the first periodic rent charged following May 31, 1980.

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

C. *Previously Exempt Units.* For rental units specified in Section ~~13.76.050B(10), 13.76.050.F,~~ the base rent ceiling shall be the rent in effect ~~on December 31, 1981~~ on June 1, 1980. For such rental units where the landlord lawfully established a new initial rent any time after January 1, 1996, the most recently established initial rent 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. Initial rent shall mean the first periodic rental rate established for the existing tenancy.

~~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 Bboard 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.

E. Utilities. A landlord may not charge a tenant for utilities in addition to rent. A landlord may only require a tenant pay a utility service if the utility service is separately or individually metered and the utility account is registered to the tenant and not the landlord. This prohibition shall not apply to leases entered into before February 6, 2024 to the extent that the lease provides that the tenant shall pay for one or more utility. For all other tenancies, this prohibition shall apply regardless of whether the written lease allows for split utility charges or ration utility billing services.

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 (73%). 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 ~~B~~board, with any provisions of this ~~C~~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 ~~r~~Regulations.

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 ~~S~~section. The petition shall be on the form provided by the ~~B~~board. The ~~B~~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 ~~S~~section, the ~~B~~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. *Hearing Procedure.* The [B](#)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 [B](#)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 [B](#)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 [B](#)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 [B](#)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, [Tenant Association](#)~~recognized tenant organization~~ representatives or any other persons designated by said parties.
 7. *Hearing Record.* The [B](#)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
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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 Burden 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;
 87. The pattern of recent rent increases or decreases;
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98. 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 the landlord as a result of ownership of the property.

109. Whether or not the property was acquired or is held as a long-term or short-term investment; and

110. Whether or not the landlord has received rent in violation of the terms of this chapter or has otherwise failed to comply with the Cchapter.

It is the intent of this Cchapter 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 Bboard 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 Cchapter.

E. Except for cases of individual hardship as set forth in Subsection 13.76.120 I. of this Cchapter, no individual upward adjustment of a rent ceiling shall be authorized by the Bboard 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 Cchapter.

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

1. Has continued to fail to comply, after order of the Bboard, with any provisions of this Cchapter and/or orders or regulations issued thereunder by the Bboard, or

2. Has failed to bring the rental unit into compliance with the implied warranty of habitability, or

3. Has been found by the Board to be in violation of an individual tenants' or a Tenant Association's rights under Section 13.76.135.

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.

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. Non-payment of Rent. 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 the City 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 metro area Oakland-Fremont, CA HUD Metro FMR as determined by the U.S. Department of Housing and Urban Development for the fiscal year in which the rent is demanded.

2. Substantial Violation of Material Lease Causing Actual Injury. 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 attempted to impose unilaterally under Civil Code Section 827.

In order to assert ~~this ground~~this ground for eviction, the landlord must demonstrate all of the following:

- a. that the tenant's lease violation caused substantial actual damage to the landlord, and
- b. that the tenant's behavior was unreasonable.

Actual injury must be a direct result of the tenant's breach of 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 Cchapter or in the rental agreement, a landlord is not entitled to recover possession of a rental unit under this Ssubsection 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
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(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 allegedly violated, the date of the alleged violation, and the injury that occurred as a result of the alleged violation.

3. Substantial Damage to Premises. ~~The Premises.~~ 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.~~

45. Destruction of Peace. 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](#).

[56. *Refusal of Lawful Access to Unit.*](#) The tenant has, after written notice to cease, refused the landlord access to the unit as required by state or local law.

[67. *Substantial and Necessary Repairs.*](#)

(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.~~67.~~) 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.67.](#)), 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 designated as a "temporary rental agreement") 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
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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.\(67\)](#), 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 [S](#)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.~~

[79.](#) *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 consecutive months.

(c) For the purposes of this [S](#)subsection ([13.76.130A.79](#)), 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 [13.76.130.A.79](#) shall include the following: the existence and potential availability of relocation assistance under subsection

[13.76.130A.79.g](#); the existence of tenant protections for families with minor children as defined in [Ssubsection 13.76.130A.79.k](#); the name and relationship of any qualified relative for purposes of [Ssubsection 13.76.130A.79.b](#); 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 [Rent Board](#).

(e) The landlord may not recover possession under this [Ssubsection \(13.76.130A.79.\)](#) 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 premises. "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 [Ssubsection 13.76.130A.79](#), 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 disabled 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 [Ssubsection](#)

[13.76.130A.79.h](#) below. The procedures for payment of this relocation assistance are set forth below in [Subsection 13.76.130A.79.p.\(i\)](#) through [\(iv\)](#). The following definitions apply for any tenant households evicted for owner move-in under [Subsection 13.76.130A.79](#):

- 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 is "disabled" if ~~he/she~~[that person](#) 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 18 years of age.
- v. "Tenancy began prior to January 1, 1999" is a tenancy where an "original occupant" (as defined by ~~Berkeley Rent~~ Board [r](#)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.79.g.](#), ~~shall~~[may](#) 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.79.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.79.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.79.a](#) and that once a unit is used for such occupancy, all future occupancies under [Subsection 13.76.130A.79.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.79](#) 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.79.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.79](#) 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. Is disabled and has been residing on the property for five years or more; or
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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.79.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.79.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.79.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 [the City 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.79.I](#) and the landlord's qualified relative who is seeking possession of a unit subject to [Subsection 13.76.130A.79.b](#) is 60 years of age or older or is disabled as defined in [Subsection 13.76.130A.79.I\(ii\)](#) above; or

iii. Where each residential rental unit in [the City 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.79.I](#), the landlord has owned the unit for which possession is being sought subject to [Subsection 13.76.130A.79.a](#) for five years or more and is 60 years of age or older or is disabled as defined in [Subsection 13.76.130A.79.I\(ii\)](#).

(o) Where a landlord recovers possession under [Subsection 13.76.130A.79](#), 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.79.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.79](#), 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/the landlord](#) disputes the tenant's eligibility to receive such assistance.

ii. In order to claim entitlement to additional relocation assistance under [Subsection 13.76.130A.79.g](#), a tenant must notify the landlord and the Rent Stabilization Program in writing that [the tenant/he/she](#) is claiming low-income, disabled, 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.79.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 [the landlord/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.79.g](#) is disputed, either party may file a ~~Rent Board~~ petition [with the Board](#) requesting a determination of eligibility or file a claim in a court of competent jurisdiction. The ~~Board~~[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 ~~r~~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 ~~S~~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 ~~S~~subsection (~~13.76.130A.79~~). 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 ~~S~~subsection (~~13.76.130A.79~~), 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 ~~S~~subsection (~~13.76.130A.79~~), 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 ~~S~~subsection (~~13.76.130A.79~~) within the prior 36 months.

(s) If any provision or clause of this ~~S~~subsection (~~13.76.130A.79~~) 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 ~~S~~subsection are severable.

~~810.~~ Exemption of Temporary Lease of Owner's Principal Residence. A landlord or lessor seeks in good faith to recover possession of the rental unit for ~~his/her~~ their occupancy as a principal residence, where the landlord or lessor has previously occupied the rental unit as ~~his/her~~ their principal residence and has the right to recover possession of the unit for ~~his/her~~ their occupancy as a principal residence under an existing rental agreement with the current tenants.

~~911.~~ Expiration of Temporary Rental Agreement for Replacement Housing During Substantial Repairs. The tenant fails to vacate a rental unit occupied under the terms of a temporary rental agreement entered into pursuant to the provisions of ~~S~~subsection 13.76.130A.~~67~~.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. Contents of Notice to Terminate Agency. 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. *Allegation of Notice to Terminate Tenancy* 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.67, and 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.

D. *Filing of Termination Notices and Unlawful Detainer Summons and Complaints*. 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 three 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.

13.76.135 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% 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 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
4. 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 send the Landlord a single standing request to attend meetings for the duration of the calendar year.

D. 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.

E. *Private Right of Action.* In the event of a violation of this section, any Tenant Association, or individual tenant, aggrieved by the violation may institute a civil proceeding for injunctive relief, and actual 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.

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.

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](#).
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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 ~~C~~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 ~~C~~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 ~~C~~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.~~67~~, ~~Subsection 13.76.130A.8~~, Subsection 13.76.130A.~~79~~, or Subsection 13.76.130A.~~810~~ 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. ~~Both t~~The City Attorney ~~and the Board shall 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 ~~C~~chapter ~~or.~~

~~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 ~~B~~board.

~~D~~E. 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 ~~C~~chapter, the ~~B~~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 ~~B~~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.

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.

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.

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.

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.

Section 3. Severability – Liberal Construction. If any section, subsection, sentence, clause, or phrase of this Ordinance is, for any reason, held to be unconstitutional or invalid, such decision shall not affect other provisions or applications of this Chapter which can be given effect without the invalid provisions or application, and to this end the provisions of this Chapter are declared to be severable. The People of Berkeley declare that they would have adopted this Ordinance and each section, subsection, sentence, clause, or phrase of the Ordinance in spite of the fact that any one or more of the same be declared unconstitutional or invalid. This Chapter shall be liberally construed to achieve the purposes of this Chapter and to preserve its validity.

Section 4. Competing Ordinances. In the event that there is another ordinance on the ballot during the same election which seeks to regulate residential housing which also passes, the ordinance which obtains the higher number of votes shall be the controlling ordinance.

Section 5. Effective Date. This Ordinance shall be effective only if approved by a majority of the voters voting thereon and shall go into effect ten (10) days after the vote is declared by the City Council. The Mayor and City Clerk and hereby authorized to execute this Chapter to give evidence of its adoption by the voters.

ORDINANCE NO.

AMENDING BERKELEY MUNICIPAL CODE CHAPTER 23.326, DEMOLITION
AND DWELLING UNIT CONTROLS

BE IT ORDAINED by the Council of the City of Berkeley as follows:

Section 1. That Berkeley Municipal Code Chapter 23.326 is hereby amended to read as follows:

23.326 DEMOLITION AND DWELLING UNIT CONTROL

Sections:

- 23.326.010– Chapter Purpose
- 23.326.020– General Requirements
- 23.326.030– ~~Eliminating Dwelling Units through~~ Demolition of Residential Units
- 23.326.040– Eliminating Dwelling Units through Combination with Other Units
- ~~Conversion and Change of Use~~
- 23.326.050—Demolition of Accessory Buildings
- 23.326.~~0560~~– Private Right of Action
- ~~23.326.060—Elimination of Residential Hotel Rooms~~
- 23.326.070– Demolitions of Non-Residential Buildings
- 23.326.080– Building Relocations
- 23.326.090– Limitations
- 23.326.100-- Severability

23.326.010 – Chapter Purpose

This chapter establishes demolition and dwelling unit control standards that promote the affordable housing, aesthetic, and safety goals of the City.

23.326.020 – General Requirements

- A. **Applicability.** No ~~dwelling-unit~~ Residential Unit(s) or units may be eliminated or demolished except as authorized by this chapter.
1. “Residential Unit” means, for purposes of this Chapter, any Dwelling Unit, any Live-Work Unit, any Residential Hotel unit, any bedroom of a Group Living Accommodation (GLA), except a GLA in a University-recognized fraternity, sorority or co-op, or any lawfully-permitted Accessory Dwelling Unit (“ADU”) or Junior Accessory Dwelling Unit (“JADU”).
 2. “Residential Unit” includes Dwelling Units, Residential Hotel units, any bedroom of a Group Living Accommodation (GLA), except a GLA in a

University-recognized fraternity, sorority or co-op, ADUs, and JADUs created without proper zoning approvals or Building Permit(s) if they have been registered with the Rent Stabilization Board, or the Rent Stabilization Board has otherwise determined that a tenant-landlord relationship existed during the preceding five years.

3. “Residential Unit” does not include an ADU or JADU on a residential property containing only a Single-Family Dwelling and one lawfully established and fully permitted ADU or JADU, as defined in BMC Chapter 23.306, where the landlord also occupies a unit in the same property as their principal residence. This shall only apply to properties containing a single ADU or JADU, shall only apply to units compliant with all applicable requirements of BMC Chapter 23.306 (“Accessory Dwelling Units”), and shall only apply to tenancies created after November 7, 2018.
4. “Comparable Unit” means a Residential Unit of similar size (square footage and number of bedrooms), common interior amenities, and location within the city (neighborhood and school attendance area). In the case of a Single-Family Dwelling being replaced, a Comparable Unit is not required to have the same or similar square footage or the same number of total rooms, but must provide the same number of bedrooms if the Single-Family Dwelling includes three or fewer bedrooms, or three bedrooms if the Single-Family Dwelling contains four or more bedrooms.
5. “Protected Unit” includes a Residential Unit:
 - a. Subject to a low-income deed restriction for any of the previous five years;
 - b. Subject to rent or price control under BMC Chapter 13.76; or
 - c. Rented by a household at 80% Area Median Income or lower within the previous five years.

~~B. **Findings.** In addition to the requirements below, the Zoning Adjustments Board (ZAB) may approve a Use Permit to eliminate or demolish a dwelling unit only upon finding that eliminating the dwelling unit would not be materially detrimental to the housing needs and public interest of the affected neighborhood and Berkeley.~~

23.326.030 – Eliminating Dwelling Units through Demolition of Residential Units

~~**A. Buildings with Two or More Units Constructed Before June 1980.**~~

- ~~1. **Applicability.** This subsection only applies to building with two or more units constructed before June 1980.~~
- ~~2. **Limitation.**~~

~~A. (a) Demolition is not allowed if:~~

1. The ~~building Residential Unit(s)~~ was removed from the rental market ~~under the Ellis Act through a no-fault eviction~~ during the preceding five years; or
2. There ~~have been verified cases~~ is substantial evidence of harassment or threatened or actual illegal eviction during the immediately preceding three years. ~~Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner, whose determination may be appealed to the Rent Stabilization Board.~~

~~(b) Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner. The Rent Board Hearing Examiner will provide an assessment of the evidence and all available documentation to the ZAB. The ZAB shall determine whether harassment or threatened or actual illegal eviction occurred.~~

3.B. Procedure and Findings.

~~1. The ZAB may approve a A Use Permit is required to eliminate or demolish one or more Residential Units, except where otherwise provided by the Zoning Ordinance. a building constructed before June 1980 on a property containing two or more dwelling units The ZAB shall only approve the Use Permit if any one of the following are is true:~~

- (a) The building containing the Residential Unit(s) units is hazardous or unusable and is infeasible to repair.
- (b) The building containing the Residential Unit(s) units will be moved to a different location within Berkeley with no net loss of units and no change in the affordability levels of the unit(s).
- ~~(c) The demolition is necessary to permit construction of special housing needs facilities such as, but not limited to, childcare centers and affordable housing developments that serve the greater good of the entire community.~~
- ~~(d) (c)~~ The demolition is necessary to permit construction approved pursuant to this chapter of at least the same number of dwelling units.

2. A Single-Family Dwelling without sitting tenants can be demolished with an AUP, if the demolition is part of a development project that would result in a net increase in residential density.

3. In the event of a demolition of a Residential Unit created without proper Use Permit(s) or Building Permit(s), as defined in 23.326.020(A)(3), the Building Official, Zoning Officer or Fire Marshal may determine that the replacement of such a unit is infeasible and not required under this Chapter. Such a

determination shall include a finding that the replacement of the unit could not occur in compliance with Zoning Code, Building Code, Fire Code or other regulations related to public health and safety

C. Landmarks and Structures of Merit. Demolition of a designated landmark or structure of merit, or of a structure in a designated historical district, must be approved by the Landmarks Preservation Commission, pursuant to Chapter 3.24.

4. Fee Required.

~~(a) The applicant shall pay a fee for each unit demolished to mitigate the impact of the loss of affordable housing in Berkeley.~~

~~(b) The amount of the fee shall be set by resolution of the City Council.~~

~~(c) In Lieu of a Fee.~~

~~1. In lieu of paying the impact fee, the applicant may provide a designated unit in the new project at a below market rate to a qualifying household in perpetuity.~~

~~2. The affordability level of the below market rent and the income level of the qualifying household shall be set by resolution of the City Council.~~

~~3. The applicant shall enter into a regulatory agreement with the City of Berkeley to provide the in lieu units.~~

D. Conditions of Approval. Any Protected Unit that is demolished shall be replaced with a Comparable Unit that shall comply with the affordability requirements in Chapter 23.328 [Affordable Housing Requirements] and Chapter 23.330 [Density Bonus] as they may be amended from time to time.

1. In the event that a displaced household has an income below 50% AMI, a Comparable Unit shall be offered at a rent that is affordable to households at 30% of AMI, and the displaced household shall have the first right of refusal for that unit. Such a Comparable Unit shall be counted as a Very Low-Income unit for applicable affordability requirements in Chapter 23.328.

2. In the event that a demolished Residential Unit is not a Protected Unit and the income of the displaced household is unknown, the Residential Unit shall be presumed to have been occupied by Low- or Lower-Income households in the same proportion as Residential Units throughout the City. The City shall rely upon US Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy (CHAS) data to determine the number of such Residential Units that must be replaced with Affordable Units as defined in Chapter 23.328.

3. In the event that a Protected Unit was subject to rent or price controls under BMC Chapter 13.76, and the income level of the displaced household is unknown, the unit shall be replaced with an Affordable Unit as defined in Chapter 23.328.

E. Requirements for Occupied Units.

~~(a)~~ 1. Applicability. The following requirements do not apply to tenants who move in after the application for demolition is submitted to the City if the owner informs each prospective tenant about the proposed demolition and that demolition constitutes good cause for eviction.

- ~~1. The requirements in this subsection apply if units to be demolished are occupied.~~
- ~~2. These requirements do not apply to tenants who move in after the application for demolition is submitted to the City if the owner informs each prospective tenant about the proposed demolition and that demolition constitutes good cause for eviction.~~

~~(b)~~ 2. Notice. The applicant shall provide all sitting tenants and the Rent Stabilization Board notice of the application to demolish the building for demolition no later than the date it is submitted to the City, including notice of their rights under Municipal Code Section 13.76 (Rent Stabilization and Eviction for Good Cause Program), Chapter 13.77 (Requirements, Procedures, Restrictions and Mitigations Concerning the Withdrawal of Residential Rental Accommodations from Rent or Lease), 13.79 (Tenant Protections: Automatically Renewing Leases and Buyout Agreements) and 13.84 (Relocation Services and Payments for Residential Tenant Households).

~~(c)~~ 3. General Requirements. The applicant shall provide moving and relocation assistance equivalent to the requirements set forth in Municipal Code Chapter 13.84 (Relocation Services and Payments for Residential Tenant Households) or Government Code section 66300.6(b)(4)(A), whichever requires greater relocation assistance to displaced tenants, and shall not be subject to the limitations in section 13.84.070.B.3(a). The applicant shall subsidize the rent differential for a comparable replacement unit, in the same neighborhood if feasible, until new units are ready for occupancy. Within five days of the issuance of the Certificate of Occupancy, tenants shall be notified in writing that the units will be ready for move-in on a date specified. Tenants shall confirm in writing their intent to lease the available unit at any time before 20 days after the issuance of the Certificate of Occupancy. Funding for the rent differential shall be guaranteed in a manner approved by City Council Resolution; provided, however, that any project that is carried out or funded by the state or federal government shall be subject to applicable provisions of

the California Relocation Act (Government Code section 7260 et seq.) and/or the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. sections 4601- 4655).

- ~~1. The applicant shall provide assistance with moving expenses equivalent to in Chapter 13.84 (Relocation Services and Payments for Residential Tenant Households).~~
- ~~2. The applicant shall subsidize the rent differential for a comparable replacement unit, in the same neighborhood if feasible, until new units are ready for occupancy. Funding for the rent differential shall be guaranteed in a manner approved by the City.~~
3. (a) *Exception.* An applicant who proposes to construct a 100 percent affordable housing project is not required to comply with this subsection but must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the California Relocation Act (Government Code sections 7260 et seq.).

(b) *Exception for Tenants in ADUs or Unpermitted Units that Cannot Be Replaced.* Applicants are required to provide moving and relocation assistance, in an amount provided in BMC Section 13.76.130(A)(9)(g), to the following groups of tenants: (i) tenants who occupy an ADU or JADU on a residential property containing only a Single-Family Dwelling and one lawfully established and fully permitted ADU or JADU, where the landlord also occupies a unit in the same property as his/her principal residence; and (ii) tenants who occupy a unit created without proper zoning approvals that cannot be replaced for public health or safety reasons, pursuant to BMC 23.326.030(B)(3). However, applicants are not required to (i) provide such tenants with a temporary replacement unit while a new unit is being constructed, (ii) notify such tenants when a new unit is ready for occupancy; or (iii) provide such tenants with a right for first refusal for the new unit.

~~(d)~~ 4. *Sitting Tenants Rights.*

- (a) Sitting Any tenants of a Protected Unit that is permitted to be demolished under this section who are displaced as a result of demolition shall be provided have the right of first refusal to move into rent a Comparable Unit in the new project building.
- (b) In the event that a displaced household is ineligible for below-market rate replacement units, a market rate Comparable Unit shall be made available to that household at the same rent as had been previously charged, or a lesser rent if that is the market rate. Tenants of units that are demolished shall have the right of first refusal to rent new below-

~~market rate units designated to replace the units that were demolished, at the rent that would have applied if they had remained in place, as long as their tenancy continues.~~

- (c) ~~Where a displaced tenant exercises the right to rent a Comparable Unit, any increase in rent for the Comparable Unit for the duration of their tenancy shall be no greater than the lesser of 65% of the 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 December 31) or 65% of the corresponding increase in Area Median Income (AMI) for the same calendar year .Income restrictions do not apply to displaced tenants.~~
- (d) ~~Exceptions.~~
- i. An applicant who proposes to construct a 100 percent affordable housing project is not required to comply with ~~the preceding requirements 23.326.030.A.4.a, b, and c,~~ but must comply with the following requirement.
 - ii. Sitting tenants who are displaced as a result of demolition and who desire to return to the newly constructed building will be granted a right of first refusal subject to their ability to meet income qualifications and other applicable eligibility requirements ~~when the new units are ready for occupancy.~~

~~C Buildings with a Single Dwelling Unit.~~

3. ~~**Applicability.** This subsection only applies to buildings with a single dwelling unit.~~
4. ~~**Limitations.**~~
 - (a) ~~Demolition is not allowed if:~~
 1. ~~The building was removed from the rental market under the Ellis Act during the preceding five years; or~~
 2. ~~There have been verified cases of harassment or threatened or actual illegal eviction during the immediately preceding three years.~~
 - (b) ~~Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner. The Rent Board Hearing Examiner will provide an assessment of the evidence and all available documentation to the ZAB. The ZAB shall determine whether harassment or threatened or actual illegal eviction occurred.~~

~~D. **Accessory Buildings.** Notwithstanding anything in Municipal Code Title 23 (Zoning Ordinance) to the contrary, but subject to any applicable requirements in Municipal Code Section 3.24 (Landmarks Preservation Ordinance), accessory buildings of any size, including, but not limited to, garages, carports, and sheds, but not including any structure containing a lawfully established dwelling unit, which serves and is located on the same lot as a lawful residential use, may be demolished by right.~~

23.326.040 – Eliminating Dwelling Units through Combination with Other Units Conversion and Change of Use

A. ~~*Process for Projects Where Density Exceeds Current Allowance*~~ **General.** ~~The ZAB may approve a A Use Permit is required to eliminate one or more Residential Units by combining with another unit when the existing development exceeds currently-allowable density. for the elimination of a dwelling unit in combination with another dwelling unit used for occupancy by a single household. The ZAB shall approve a Use Permit for the elimination of one or more Residential Units by combining with another unit only~~ if it finds that:

1. The existing number of ~~Residential Units~~ dwelling units exceeds ~~the current~~ maximum allowed residential density in the district where the building is located; and
2. One of the following is true:
 - (a) One of the affected dwelling units has been owner-occupied ~~by the applicant's household~~ as ~~it's a~~ principal place of residence for no less than two years before the date of the application and none of the affected units are currently occupied by a tenant.
 - (b) All of the affected ~~Residential Units~~ dwelling units are being sold by an estate and the decedent occupied the units as their principal residence for no less than two years before the date of their death.

B. *Limitations.* ~~Demolition~~ Combination is not allowed if:

1. The building was removed from the rental market ~~under the Ellis Act~~ through a no-fault eviction during the preceding five years; or
2. There ~~have been verified cases~~ is substantial evidence of harassment or threatened or actual illegal eviction during the immediately preceding three years. Where allegations of harassment or threatened or actual illegal eviction are in dispute, either party may request a hearing before a Rent Board Hearing Examiner, whose determination may be appealed to the Rent Stabilization Board. ~~The Rent Board Hearing Examiner will provide an assessment of the evidence and all available documentation to the ZAB. The~~

~~ZAB shall determine whether harassment or threatened or actual illegal eviction occurred.~~

C. ~~Effect of Noncompliance with the~~ Two-Year Occupancy Requirement Following Elimination.

1. ~~In a unit eliminated under Subsection A (General) If a Residential Unit that is eliminated through combination~~ is not owner-occupied by the applicant's household for at least two consecutive years from the date of elimination, the affected ~~unit~~ Residential Unit must be restored to separate status.
2. This requirement shall be implemented by a condition of approval and a notice of limitation on the property, acceptable to the City of Berkeley.
3. The condition and notice will provide that if the Residential Unit owner's household does not occupy the unit is not owner-occupied for at least two years from the date of elimination the affected units must either be restored as separate dwelling units and the vacant unit(s) offered for rent within six months or the owner must pay a fee of \$75,000 in 2013 dollars, adjusted in May of each year according to the Consumer Price Index for the San Francisco Bay Area. The fee shall be deposited into the City of Berkeley's Housing Trust Fund.
4. The City of Berkeley may exempt an applicant from the two-year residency requirement if of an unforeseeable life change that requires relocation.

D. *Effect of Eliminating a Dwelling Unit.*

1. If eliminating a ~~dwelling-unit~~ Residential Unit reduces the number of units in a building to four or fewer, the applicant shall record a notice of limitation against the subject property that the limitation on eviction of tenants under Chapter 13 (Public Peace, Morals and Welfare) shall continue to apply until:
 - (a) The building is demolished; or
 - (b) Sufficient units are added or restored such that the building contains at least five units.
2. The Zoning Officer may issue an AUP for a building conversion which eliminates a ~~dwelling-unit~~ Residential Unit upon finding that the conversion will restore or bring the building closer to the original number of dwelling units that was present at the time it was first constructed, provided the conversion meets the requirements 23.326.040.A.1 and 2 and 23.326.040.B and C.

E. *Exceptions.* The ZAB may approve a Use Permit to eliminate a dwelling unit through combination with another dwelling unit for the purpose of providing private bathrooms, kitchenettes, accessibility upgrades, and/or seismic safety upgrades, or other elements required by funding sources or programmatic needs to single-

residential occupancy rooms in residential developments undergoing a publicly-funded rehabilitation.

1. ~~The ZAB may approve a Use Permit for a change of use to a community care or a child care facility which eliminates a dwelling unit if it finds that such use is in conformance with the regulations of the district in which it is located.~~
2. ~~The ZAB may approve a Use Permit to eliminate a dwelling unit through combination with another dwelling unit for the purpose of providing private bathrooms, kitchenettes, accessibility upgrades, and/or seismic safety upgrades to single-residential occupancy rooms in residential developments undergoing a publicly-funded rehabilitation.~~
3. ~~Notwithstanding the general Use Permit requirement under 23.326.020 (General Requirements), a lawfully established accessory dwelling unit that is not a controlled rental unit may be eliminated with a Zoning Certificate if:
 - (a) ~~The re-conversion restores the original single-family use of the main building or lot; and~~
 - (b) ~~No tenant is evicted.~~~~

23.326.050 – ~~Private Right of Action~~ Demolition of Accessory Buildings.

A. Notwithstanding anything in Municipal Code Title 23 (Zoning Ordinance) to the contrary, but subject to any applicable requirements in Municipal Code Section 3.24 (Landmarks Preservation Ordinance), Accessory Buildings of any size, including, but not limited to, garages, carports, and sheds may be demolished by right except where the Accessory Building is occupied by a residential tenant (regardless of whether it is lawfully permitted) or otherwise contains a lawfully established Residential Unit, which serves and is located on the same lot as a lawful residential use. Such Accessory Buildings are considered Residential Units for the purposes of this Chapter.

23.326.060 – ~~Elimination of Residential Hotel Rooms~~ Private Right of Action

A. Any affected tenant may bring a private action for injunctive and/or compensatory relief against any applicant and/or owner to prevent or remedy a violation of Sections 23.326.030 (Eliminating Dwelling Units through Demolition) and 23.326.040 (Eliminating Dwelling Units through Conversion and Change of Use). In any such action a prevailing plaintiff shall recover reasonable attorney's fees.

~~A. **General Requirements.** Before removal, the following requirements must be met for the ZAB to approve a Use Permit for the elimination of residential hotel rooms:~~

- ~~1. The residential hotel owner shall provide or cause to be provided standard housing of at least comparable size and quality, at comparable rents and total monthly or weekly charges to each affected tenant~~

2. ~~One of the following three requirements shall be met:~~

- ~~(a) The residential hotel rooms being removed are replaced by a common-use facility, including, but not limited to, a shared kitchen, lounge, or recreation room, that will be available to and primarily of benefit to the existing residents of the residential hotel and that a majority of existing residents give their consent to the removal of the rooms.~~
- ~~(b) Before the date on which the residential hotel rooms are removed, one-for-one replacement of each room to be removed is made, with a comparable room, in one of the methods set forth in this section.~~
- ~~(c) Residential hotel rooms are removed because of building alterations related to seismic upgrade to the building or to improve access to meet the requirements of the American Disabilities Act (ADA).~~

B. Criteria for Replacement Rooms. ~~For purposes of this section, replacement rooms must be:~~

- ~~1. Substantially comparable in size, location, quality, and amenities;~~
- ~~2. Subject to rent and eviction controls substantially equivalent to those provided by the Rent Stabilization Ordinance or those that applied to the original rooms which are being replaced; and~~
- ~~3. Available at comparable rents and total monthly or weekly charges to those being removed. Comparable rooms may be provided by:~~
 - ~~(a) Offering the existing tenants of the affected rooms the right of first refusal to occupy the replacement rooms;~~
 - ~~(b) Making available comparable rooms, which are not already classified as residential hotel rooms to replace each of the rooms to be removed; or~~
 - ~~(c) Paying to the City of Berkeley's Housing Trust Fund an amount sufficient to provide replacement rooms.~~
 - ~~1. The amount to be paid to the City of Berkeley shall be the difference between the replacement cost, including land cost, for the rooms and the amount which the City of Berkeley can obtain by getting a mortgage on the anticipated rents from the newly constructed rooms.~~
 - ~~2. The calculations shall assume that rents in the newly constructed rooms shall not exceed the greater of either a level comparable to the weekly or monthly charges for the replaced rooms or the level which would be charged if no current tenant paid more than 30 percent of such tenant's gross income for rent.~~

C. Exception for Non-Profit Ownership. ~~In a residential hotel owned and operated by a non-profit organization, recognized as tax-exempt by either the Franchise Tax~~

~~Board and/or the Internal Revenue Service, residential hotel rooms may be changed to non-residential hotel room uses if the average number of residential hotel rooms per day in each calendar year is at least 95 percent of residential hotel rooms established for that particular residential hotel.~~

23.326.070 – Demolitions of Non-Residential Buildings

- A. **Main Non-Residential Buildings.** A Use Permit is required to demolish a main building used for non-residential purposes on any lot may be demolished with a Use Permit.
- B. **Accessory Buildings.**
1. Demolishing an accessory building with less than 300 square feet of floor area is permitted as of right.
 2. An accessory building with 300 square feet or more of floor area may be demolished with an AUP.
- C. **Landmarks Preservation Commission Review.**
1. Any application for a Use Permit or AUP to demolish a non-residential building or structure which is 40 or more years old shall be forwarded to the Landmarks Preservation Commission (LPC) for review before consideration of the Use Permit or AUP.
 2. The LPC may initiate a landmark or structure-of-merit designation or may choose solely to forward to the ZAB its comments on the application.
 3. The ZAB or Zoning Officer shall consider the recommendations of the LPC in when acting on the application.
- D. **Findings.** A Use Permit or an AUP for demolition of a non-residential building or structure may be approved only if the ZAB or the Zoning Officer finds that:
1. The demolition will not be materially detrimental to the commercial needs and public interest of any affected neighborhood or the City of Berkeley; and
 2. The demolition:
 - (a) Is required to allow a proposed new building or other proposed new use;
 - (b) Will remove a building which is unusable for activities which are compatible with the purposes of the district in which it is located or which is infeasible to modify for such uses;
 - (c) Will remove a structure which represents an inhabitable attractive nuisance to the public; or
 - (d) Is required for the furtherance of specific plans or projects sponsored by the City of Berkeley or other local district or authority upon a

demonstration that it is infeasible to obtain prior or concurrent approval for the new construction or new use ~~which is contemplated by such specific plans or projects and that adhering to such a requirement would threaten the viability of the plan or project.~~

23.326.080 – Building Relocations

A. Treatment of Building Relocation.

1. Relocating a building from a lot is considered a demolition for purposes of this chapter.
2. Relocating a building to a lot is considered new construction and is subject to all requirements applicable to new construction.
3. When a building is relocated to a different lot within in Berkeley, the lot from which the building is removed shall be known as the source lot and the lot on which the building is to be sited shall be known as the receiving lot. In such cases all notification requirements apply to both the source and receiving lots.

B. Findings. The ZAB may approve a Use Permit to relocate a building upon finding that:

5. The building to be relocated is not in conflict with the architectural character, or the building scale of the neighborhood or area to which it will be relocated; and
6. The receiving lot provides adequate separation of buildings, privacy, yards, and usable open space.

23.326.090 – Limitations

A. Unsafe, Hazard, or Danger.

1. Notwithstanding anything to the contrary, if a building or structure is unsafe, presents a public hazard, and is not securable and/or is in imminent danger of collapse so as to endanger persons or property, as determined by the city's ~~building official~~ Building Official, it may be demolished without a Use Permit.
2. The Building Official's determination in this matter shall be governed by the standards and criteria in the most recent edition of the California Building Code that is in effect in the City of Berkeley.

B. Ellis Act. This chapter shall be applied only to the extent permitted by state law as to buildings which have been entirely withdrawn from the rental market pursuant to the Ellis Act (California Government Code Chapter 12.75).

23.326.100 Severability.

A. If any part or provision of this Chapter, or the application of this Chapter to any person or circumstance, is held invalid, the remainder of this Chapter, including the application of such part or provision to other persons or circumstances, shall not be affected by such a holding and shall continue in full force and effect. To this end, the provisions of this Chapter are severable.

Section 2. Copies of this Ordinance shall be posted for two days prior to adoption in the display case located near the walkway in front of the Maudelle Shirek Building, 2134 Martin Luther King Jr. Way. Within 15 days of adoption, copies of this Ordinance shall be filed at each branch of the Berkeley Public Library and the title shall be published in a newspaper of general circulation.