

RENT STABILIZATION BOARD

Regular Meeting

Monday, March 23, 2026 – 7:00 p.m.

School District Board Room – 1231 Addison Street, Berkeley, CA 94702

Teleconference Location – 2010 Fifth Street, Unit 260, Berkeley, CA 94710

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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 Board may take action related to any subject listed on the Agenda.

To access this meeting by Zoom

[Join the meeting from a PC, Mac, iPad, iPhone, or Android device](#). If you do not want your name to appear on the screen, 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, enter Webinar ID: 881 9921 7055 and Passcode: 505132. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Chair.

Email comments

Email comments must be submitted to amueller@berkeleyca.gov by **4:00 p.m.** on the day of the meeting in order to be considered by the Board and included in the public record. Format your subject line: "RENT BOARD MEETING PUBLIC COMMENT ITEM." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

Communications access information

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

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AGENDA

1. **Roll call**
2. **Approval of Agenda**
3. **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.
4. **Introduction of new Rent Board staff:** Abigail Vieira, Public Information Unit Manager
5. **Public Comment for Unions representing Rent Board staff**
6. **Public Comment**
7. **Consent Items**
 - a. Approval of the February 19th regular meeting minutes
 - b. Recommendation to adopt proposed amendments to Regulations 525, 1205, 1210 and 1242 regarding E-Service – *Second Reading* (Chair Alpert)
 - c. Recommendation to adopt Resolution 26-14 in support of the American Homeownership Act (Commissioner Kelley and Chair Alpert)
 - d. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager) – ***Please see attachment 7.d. for a list of all addresses with discretionary waivers that will be considered by the Board.***
8. **Special Presentation:** *Finance 365* (Finance Director Shamika Cole)

9. **Special Presentation:** *Web Content Accessibility Project Update – Upcoming Changes to Federal Requirements* (Operations and Systems Coordinator Jen Fabish)
10. **Appeal in Case No. RWN-1682 (702 Hillsdale Ave.)** – This appeal will not be heard before 7:30 p.m. but may be heard anytime thereafter. **Please see attachment 10. for case description and legal staff recommendation.**
11. **Action Items**
 - a. **Special Presentation:** *Spring Legislative Update* (Brian Augusta, Rent Board Legislative Advocate)
 - b. Discussion and possible action regarding the Ad Hoc Committee's recommendation to place Potential Berkeley Rent Ordinance Amendments on the November 2026 General Election Ballot (General Counsel Matt Brown)
 - c. Discussion and possible action on the Discretionary Waiver for 2315 Dwight Way (Executive Director/Registration Unit Manager)
 - d. Recommendation to adopt Resolution 26-15 establishing a Rent Board Language Access Policy (Outreach Committee/Commissioners Twu and Marrero)
 - e. Recommendation to adopt Resolution 26-13 Advancing Justice: Ensuring Access and Inclusion for All (Outreach Committee/Commissioners Marrero and Twu)

12. **Information, Announcements and Articles/Media**

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

- a. Update on the Data System Request for Proposal (RFP) Process (Principal Program Manager Andrew Chang)
- b. Update on the Apparent Lawful Rent Ceiling (ALRC) Notice mailing to tenants this month (Principal Program Manager Andrew Chang)
- c. Commissioner Attendance Records for Board and Committee meetings updated through December 2025 (Board Secretary)
- d. Copy of the Rent Board's Quarterly Newsletter: *The Rent Board Review – Housing News You Can Use! Spring 2026* (Executive Director)
- e. Annual Statement of Economic Interests (Form 700) filing due April 1, 2026, via NetFile (Board Secretary)
- f. Deadline to submit agenda items/topics for the April regular Rent Board meeting: **Thursday, April 2nd** by 5:00 p.m. – *Verbal* (Board Secretary)

13. **Committee/Board Meeting Updates and Announcements**

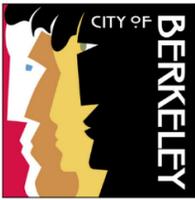
- a. Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 Election (Chair Alpert, Chair)

- b. Budget & Personnel Committee (Vice-Chair Walker, Chair)
- c. Climate Resilience & Habitability Committee (Commissioner Martinac, Chair)
- d. Eviction/Section 8/Foreclosure Committee (Commissioner Elstrand, Chair)
- e. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Chair Alpert, Chair)
- f. Outreach Committee (Commissioner Kelley, Chair)
- g. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero, Chair)
- h. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent (Councilmember Lunaparra & Chair Alpert, Co-Chairs) Board
- i. Updates and Announcements
- j. Discussion of items for possible placement on future agenda

14. **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.



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Minutes – *Unapproved*

Prior to Roll call, it was announced that two commissioners would be participating remotely under the Brown Act's Just Cause provision: Commissioner Marrero stated that she would be participating remotely due to a medical issue; and Vice Chair Walker stated that she would be participating remotely due to a medical issue.

1. **Roll call** – The Chair called the meeting to order at 7:18 p.m.
Aimee Mueller called roll.
Commissioners present: Elgstrand, Johnson, Kelley, Marrero (via Zoom), Martinac, Mizell, Twu, Walker (via Zoom), Alpert
Commissioners absent: None
Staff present: Brown, Kim, Lecky, Mueller, Williams
2. **Approval of Agenda** – M/S/C (Kelley/Mizell) ADOPT AGENDA WITH THESE CHANGES: MOVE THE DISCRETIONARY WAIVER FOR 2315 DWIGHT WAY FROM CONSENT ITEM 7.e. TO ACTION AND MOVE CONSENT ITEM 7.c. TO ACTION. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.
3. **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.
4. **Public Comment for Unions representing Rent Board staff** – No speakers.
5. **Public Comment** – No speakers.

6. **Special Presentation**: *Rent Board Research Project Proposal* by the Student Policy Institute at Berkeley
Presenters Sanjna Shah, Anshika Agrawal, Emma Wang, Hailey Kim, Chloe West, Kaylie Tran and Kimia Mostowfi presented and took questions from the Board.

7. **Consent Items**

- a. Approval of December 18, 2025, regular meeting minutes
- b. Approval of January 15th regular meeting minutes
- c. 2026 Committee Assignments (Chair Alpert)
- d. Recommendation to adopt Resolution 26-06 increasing the purchase order with ACRO Service Corporation to support additional temporary staff assistance through May 31, 2026 (Executive Director)
- e. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager)

M/S/C (Elgstrand/Two) APPROVE ALL CONSENT ITEMS EXCEPT ITEM 7.c. AND THE DISCRETIONARY WAIVER FOR 2315 DWIGHT WAY FROM ITEM 7.e., BOTH OF WHICH WERE MOVED TO ACTION BY AN EARLIER VOTE. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

8. **Appeal in Case No. IRD-191 (2924 Florence St., Unit B)** – Parties present: Daniel Bornstein (on behalf of Respondent), Ganchimeg Nasan (Respondent), Samba Munkhbayar (Respondent), Daniela Cronembold (on behalf of Respondent) and Peter Selawsky (on behalf of Appellant)

M/S/C (Johnson/Alpert) MOTION TO OVERTURN THE HEARING EXAMINER'S DECISION AND DENY THE LANDLORD'S RENT INCREASE. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

9. **Action Items**

Item 7.c. 2026 Committee Assignments (Chair Alpert) – Moved from Consent to Action by an earlier vote:

M/S/C (Alpert/Martinac) ADOPT PROPOSED COMMITTEE ASSIGNMENTS AS WRITTEN WITH THE FOLLOWING MODIFICATIONS: CHANGE THE NAME OF THE OUTREACH COMMITTEE TO THE "OUTREACH & ACCESSIBILITY COMMITTEE" AND REQUEST THAT EXISTING COMMITTEE MEMBERS BRING A REVISED COMMITTEE DESCRIPTION TO THE MARCH 23RD BOARD MEETING. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- a. Discussion and possible action to adopt Resolution 26-07 modifying the Board's 2026 Regular Meeting Schedule to hold an additional regular meeting on Thursday, March 5, 2026 (Chair Alpert)

M/S/C (Kelley/Two) ADOPT RESOLUTION 26-07 AS WRITTEN THEREBY ADDING A REGULAR BOARD MEETING ON THURSDAY, MARCH 5, 2026, TO THE BOARD'S 2026 REGULAR MEETING SCHEDULE. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- b. Recommendation to adopt Resolution 26-08 urging Minnesota Governor Tim Walz to enact an eviction moratorium to prevent displacement during the ICE terror campaign (4 x 4 Committee)

M/S/C (Two/Martinac) ADOPT RESOLUTION 26-08 AS WRITTEN. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- c. Recommendation to adopt proposed amendments to Regulations 525, 1205, 1210 and 1242 regarding E-Service – First Reading (Chair Alpert)

M/S/C (Elgstrand/Marrero) ADOPT PROPOSED AMENDMENTS TO REGULATIONS 525, 1205, 1210 AND 1242 ON FIRST READING. Roll call vote. YES: Elgstrand, Johnson, Marrero, Martinac, Mizell, Two, Walker, Alpert; NO: None; ABSTAIN: Kelley; None; ABSENT: None. Carried: 8-0-1-0.

- d. Discussion and possible action on Discretionary Waiver for 2315 Dwight Way (Executive Director/Registration Unit Manager)

M/S/C (Alpert/Mizell) CONTINUE ITEM TO THE MARCH 23, 2026 BOARD MEETING. Roll call vote. YES: Elgstrand, Johnson, Marrero, Martinac, Mizell, Walker, Alpert; NO: Kelley; ABSTAIN: None; ABSENT: None; RECUSED: Two. Carried: 7-1-0-0-1.

10. Information, Announcements and Articles/Media

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

- a. Board and Committee Meeting attendance records updated through the 4th quarter of 2025 (Board Secretary)
- b. Deadline to submit agenda items/topics for the next regular Rent Board meeting: Monday, February 23rd by 5:00 p.m. – Verbal (Board Secretary)

11. Committee/Board Meeting Updates and Announcements

- a. Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 Election (Chair Alpert, Chair) – Chair Alpert said the Committee plans to hold their final meeting on March 5th and bring the final draft of their proposed Ordinance amendments to the March 23rd Board Meeting.

- b. Budget & Personnel Committee (Vice Chair Walker, Chair) – Vice Chair Walker said the majority of what the Committee recently recommended will be on the March 5th Board Meeting agenda.
- c. Climate Resilience & Habitability Committee (Commissioner Martinac, Chair) – All Committee members present agreed to schedule their next meeting for Friday, March 13th at 6:00 p.m.
- d. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair) – Committee Chair Elgstrand said the Committee hasn't met but plans to do so next month now that the new Committee Assignments are in place.
- e. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Chair Alpert, Chair) – Chair Alpert said this Committee's usual subject matter has been under the Ad Hoc Committee's purview recently.
- f. Outreach Committee (Commissioner Kelley, Chair) – Committee Chair Kelley said the Committee has been working on a language access policy and other accessibility items; and that they are switching their meeting schedule to meet next week and the week after the next Board meeting.
- g. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero, Chair) – Committee Chair Marrero said the Committee's next meeting is March 11th at 5:00 p.m.
- h. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board (Councilmember Lunaparra & Chair Alpert, Co-Chairs) – Chair Alpert said the Committee approved an item from Councilmember Tregub on tenants' rights. Chair Alpert brought forth a possible ordinance for Council to regulate junk fees.
- i. Updates and Announcements – Commissioner Mizell noted a recent court case regarding police accountability and its impact on the City's Police Accountability Board. Commissioner Kelley spoke in support of Commissioner Mizell's comments about the essentiality of upholding rules and laws, especially in light of what is happening at the federal level.
- j. Discussion of items for possible placement on future agenda – It was agreed that a presentation from the Board's Legislative Advocate, Brian Augusta, would be scheduled for the March 23rd Board Meeting.

The Chair announced that the Board would be adjourning to reconvene in closed session as shown below.

12. Closed Session: Pursuant to Government Code section 54957(b)(1), the Board will convene in closed session for a Public Employee contract discussion. Title: General Counsel

Following the Board's return from closed session, Chair Alpert announced that no reportable action was taken.

- 13. Adjournment** – M/S/C (Johnson/Mizell) ADJOURN THE MEETING. Roll call vote.
YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None;
ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

The meeting was adjourned at 9:57 p.m.



Legal Department

MEMORANDUM

DATE: March 23, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Chair Soli Alpert

By: Matt Brown, General Counsel
Omar Calimbas, Hearing Examiner
Hannah Kim, Staff Attorney

SUBJECT: Proposed Amendments to Regulations 525, 1205, 1210, and 1242 – Second Reading

Recommendation

That the Board review staff's proposal to amend Regulations 525¹, 1205², 1210³, and 1242⁴ to allow for service via e-mail and recommend such changes to the Board. The Board reviewed and voted to adopt these amendments on First Reading at its February 19, 2026 Board meeting.

Background

The City Manager, acting as the Director of Emergency Services, declared a local State of Emergency based on COVID-19, which the City Council ratified on March 10, 2020. Staff began remote work and many tenants and landlords more frequently used e-mail for communications with staff and other parties, including submitting petitions and notices pursuant to Regulations 525, 1205, and 1210. Staff also began using e-mail for communications with parties, including notices under Regulation 1242.

¹ Regulation 525 outlines the procedure for challenging tenant(s) occupancy status.

² Regulation 1205 outlines the procedure for filing rent increase petitions relating to regulations: 1214, (Advisory Implementation), 1262-1265 (Maintenance of Net Operating Income), 1267 (Capital Improvement), 1268 (Recent Rent Changes), 1269 (Change in Space or Services/Code Violations), 1270 (Increase in Occupancy), 1276 (Debt Service), 1278 and 1278.5 (Restoration of Annual General Adjustment), and 1280 (Historically Low Rent), 702 (Payment of Interest on Security Deposit), 1269 (Change in Space or Services/Code Violations), 1270 (Occupancy Level), 1271 (Overcharges) and Rent Withholding Petitions pursuant to Chapter 15.

³ Regulation 1210 outlines the procedure for noticing opposing parties as well as the Board.

⁴ Regulation 1242 outlines the procedure for serving parties with the legal staff recommendation for appeal.

After nearly six years of such practices, the Rent Board staff concludes that permitting e-mail service pursuant to certain guidelines (e.g. verifying validity of an e-mail address) reflects the Rent Board’s current best practices⁵ and should continue irrespective of a State of Emergency based on COVID-19.

Proposed Amendments

Regulation	Issue	Proposed Fix
525	Reg. 525 does not allow for e-mail service of petitions relating to challenging tenant occupancy status.	Explicitly allow for e-mail service in accordance with Regulations 1205 and 1210.
1205	Reg. 1205 does not allow for e-mail service of rent increase petitions.	Explicitly allow for e-mail service if the serving party confirms the validity of the e-mail address.
1210	Reg. 1210 does not allow for e-mail service of notices to opposing parties and the Rent Board staff.	Explicitly allow for e-mail service unless a party provides notice on a Board-approved form that it declines to receive service in such manner.
1242	Section G of Reg. 1242 requires the Board to serve by mail the hearing notice and staff recommendation to the parties.	Remove the mailing requirement.

Regulation 525

Staff recommends amending **Regulation 525(A)** as follows:

“(A) The landlord of any rental unit who seeks a determination that the unit is not being occupied by a tenant in occupancy may file a petition on a form provided by the Board. The petition shall include a brief explanation of the basis for the petition, including a statement that the unit is not occupied by any subtenants. (See Regulation 1013 (O) and California Civil Code Section 1954.53 (d) et. seq. for the status of units occupied by subtenants, where the original occupant(s) no longer permanently reside(s) in the unit.) Proof that the petition has been served on all tenants claiming a right to possession of the unit shall be submitted with the petition. Service shall be *in accordance with Regulations 1205 and 1210* ~~by personal service or service by mail to the unit and any other address provided to the owner by the tenant in writing.~~ Concurrent with or anytime after the filing of the petition, the landlord may give legal notice of a rent increase that exceeds the limitations of Berkeley Municipal Code Sections 13.76.110 and 13.76.120, however, the noticed increase shall remain inoperative until a decision is rendered on the landlord’s petition.”

Regulation 1205

Staff recommends amending **Regulation 1205(A)(3)** to include the following italicized language:

⁵ E-mail service allows Rent Board staff to review, respond to, and manage petitions and notices in a much more efficient manner than US Mail alone.

"The landlord shall file with the Board the petition, copies of the documentation required by Regulation 1201 and by the Regulation pursuant to which the Petition is filed, and a proof of service by first-class mail, *by email if the landlord confirms on a Board-approved form that the respondent's email address is valid*, or in person of the petition and documentation on each affected tenant. The landlord may also file an Agreement of Parties and/or Waiver of Right to Hearing."

In addition, staff recommends amending **Regulation 1205(B)(3)** to include the following italicized language:

"The tenant shall file with the Board the petition, copies of the documentation required by Regulation 1201 and by the Regulation pursuant to which the petition is filed, and proof of service by first-class mail, *by email if the tenant confirms on a Board-approved form that the respondent's email address is valid*, or in person of the petition and documentation."

Should the Board adopt these proposed amendments, staff will prepare the Board-approved form, which will be included in the petition packet.

Regulation 1210

Staff recommends amending **Regulation 1210(A)** to include the following underlined and italicized language:

"Manner of Notice. Notice(s) to opposing parties shall be served by first-class or certified mail, *email*, or by personal service on the party or the party's representative of record. Personal service shall be performed according to state law. Notices to the Board shall include a proof of service that proper notice was given to the opposing parties, by means of a written declaration by the server under penalty of perjury, stating the names and addresses of parties served and the date and manner of such service, *unless service was by email, in which case the parties served may be identified as the recipients in the email header.*"

In addition, staff recommends amending Regulation 1210 to add **Section 1210(D)**, which will state:

"(D) Email. Where the Board or a party is required to serve a document under this Chapter, service may be affected by email delivery unless a party provides notice on a Board-approved form that it declines to receive service by email. A party may not decline to be served by email if the party uses email for serving documents."

Should the Board adopt these proposed amendments, staff will prepare the Board-approved form, which will be included in the petition packet.

Regulation 1242

Staff recommends amending **Regulation 1242(G)** as follows:

"At least 14 days prior to the date set for Board action, all parties shall be notified ~~by mail~~ of the date, time and place set for Board action on the appeal. Copies of the staff recommendation shall be ~~mailed to~~ served on all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Public Information Unit of the Board at least 14 days prior to the date set for

Board action. Parties may submit written comments to the Board up to 6 days prior to the Board action.

Conclusion

Staff would like to continue use of e-mail service for petitions and certain notices and recommends the above amendments to memorialize current best practices. Staff has also heard from the public that they appreciate the convenience of allowing for more access to the Board's services through email.

Financial Impact

None.

Contact Person

Matt Brown, General Counsel
mbrown@berkeleyca.gov

Attachments

525 REG Proposed Redlined
1205 REG Proposed Redlined
1210 REG Proposed Redlined
1242 REG Proposed Redlined

525. Procedure for Challenging Tenant in Occupancy Status.

(A) The landlord of any rental unit who seeks a determination that the unit is not being occupied by a tenant in occupancy may file a petition on a form provided by the Board. The petition shall include a brief explanation of the basis for the petition, including a statement that the unit is not occupied by any subtenants. (See Regulation 1013 (O) and California Civil Code Section 1954.53 (d) et. seq. for the status of units occupied by subtenants, where the original occupant(s) no longer permanently reside(s) in the unit.) Proof that the petition has been served on all tenants claiming a right to possession of the unit shall be submitted with the petition. Service shall be ~~by personal service or service by mail to the unit~~ in accordance with Regulations 1205 and ~~any other address provided to the owner by the tenant in writing~~ 1210. Concurrent with or anytime after the filing of the petition, the landlord may give legal notice of a rent increase that exceeds the limitations of Berkeley Municipal Code Sections 13.76.110 and 13.76.120, however, the noticed increase shall remain inoperative until a decision is rendered on the landlord's petition.

(B) Petitions filed under this section shall be expedited so that a hearing on the petition is held within 30 days of filing and a decision rendered within 30 days of the hearing. The parties shall be given at least 15 days notice of the hearing.

(C) Except as provided in subsection (B), proceedings on petitions filed under this section shall be conducted according to all provisions of Chapter 12, Subchapter B. A determination that a tenant is not a tenant in occupancy must be supported by a preponderance of the evidence presented to the hearing examiner. If the owner makes a prima facie showing that the unit is not continuously occupied by the individual as a residence, the burden of proving that the unit is the usual place of return and not a secondary residence or used primarily for commercial, office, or storage, except as provided in Section 524(D), shall shift to the tenant. If the hearing examiner determines that the tenant is not a tenant in occupancy, any rent increase noticed by the landlord shall become effective on the date specified in the notice or the date on which rent is next due following service of the hearing examiner's decision, whichever is later.

1205. Filing the Petition

(A) For rent increase petitions, the following procedure applies:

(1) Rent increase petitions may be filed under the following regulations: 1214, (Advisory Implementation), 1262-1265 (Maintenance of Net Operating Income), 1267 (Capital Improvement), 1268 (Recent Rent Changes), 1269 (Change in Space or Services/Code Violations), 1270 (Increase in Occupancy), 1276 (Debt Service), 1278 and 1278.5 (Restoration of Annual General Adjustment), and 1280 (Historically Low Rent).

(2) A copy of the rent increase petition and, except as provided in Regulation 1267 (Capital Improvements), supporting documentation must be served on the tenants of all units affected by the petition.

(3) The landlord shall file with the Board the petition, copies of the documentation required by Regulation 1201 and by the Regulation pursuant to which the Petition is filed, and a proof of service by first-class mail, **by email if the landlord confirms on a Board-approved form that the respondent's email address is valid**, or in person of the petition and documentation on each affected tenant. The landlord may also file an Agreement of Parties and/or Waiver of Right to Hearing.

(4) Board staff shall review the petition and supporting documentation for conformance to Board regulations and within five working days shall either mail notice of the petition's unacceptability (pursuant to Regulation 1207) to the landlord, or mail Notice to Opposing Parties to the tenants, as provided in Regulation 1210. For petitions filed pursuant to Regulations 1262-1265 (MNOI), the review period shall be 15 working days. If a petition is unacceptable, the landlord may refile at any time but the Board will administratively close the file after fourteen days. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor. A landlord may, at any time prior to submission of the matter for an administrative decision, request that a hearing be held.

(5) The notice to the tenant shall include a notice that the tenant has a right to object to the petition, and that if the tenant does not object within twenty days of the mailing of the notice, or if the tenant's objection does not specify one or more grounds listed in the notice, the rent for the tenant's unit may be increased by the applicable amount, based on the information in the landlord's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition.

(6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 1221, unless no tenant files an objection within the time allowed, the landlord has not requested a hearing and the hearing examiner determines

that a decision may be rendered on the petition without hearing live testimony. Notwithstanding any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

(B) For tenant petitions, the following procedure applies:

(1) Tenant petitions may be filed pursuant to Regulations 702 (Payment of Interest on Security Deposit), 1269 (Change in Space or Services/Code Violations), 1270 (Occupancy Level), 1271 (Overcharges) and Rent Withholding Petitions pursuant to Chapter 15.

(2) A copy of the tenant petition and supporting documentation must be served on the petitioner's landlord.

(3) The tenant shall file with the Board the petition, copies of the documentation required by Regulation 1201 and by the Regulation pursuant to which the petition is filed, and proof of service by first-class mail, **by email if the tenant confirms on a Board-approved form that the respondent's email address is valid**, or in person of the petition and documentation.

(4) Board staff shall review the petition and supporting documentation for conformance to Board regulations and within five working days shall either mail notice of the petition's unacceptability (pursuant to Regulation 1207) to the tenant, or mail notice to the landlord, as provided in Regulation 1210. If a petition is unacceptable, the tenant may refile at any time but the Board will administratively close the file after fourteen days. Acceptance of a petition by Board staff does not mean that the petitioner has submitted adequate documentation to support a decision in petitioner's favor.

(5) The notice to the landlord shall include a notice that the landlord has a right to object to the petition, and that if the landlord does not object within twenty days of the mailing of the notice, or the landlord's objection does not specify one or more grounds listed in the notice, the rent for the tenant's unit may be decreased by the applicable amount, based on the information in the tenant's petition and the Board's files. Failure to file an objection may constitute a waiver of the right to a hearing on objections to the petition

(6) A hearing shall be held on the petition and objections thereto, in accordance with Regulation 1221, unless the landlord does not file objection within the time allowed, the tenant does not request a hearing and the hearing examiner determines that a decision may be rendered on the petition without hearing live testimony. Notwithstanding any other provision of these regulations, Board staff may, upon notice to all parties, request further documentation and/or schedule a hearing on the petition.

(C) The time limits set forth in this section will prevail over any other time limits set out elsewhere in these regulations.

[Amendments effective April 11, 1997, January 8, 2000; amended Sections (A)(3) and (B)(3) to make clear that petitioners need only file the petition and need not file two copies of the documentation required by Regulation 1201 – 9/19/19]

1210. Notices to Opposing Parties and Board

(A) Manner of Notice. Notice(s) to opposing parties shall be served by first-class or certified mail, **email**, or by personal service on the party or the party's representative of record. Personal service shall be performed according to state law. Notices to the Board shall include a proof of service that proper notice was given to the opposing parties, by means of a written declaration by the server under penalty of perjury, stating the names and addresses of parties served and the date and manner of such service, **unless service was by email, in which case the parties served may be identified as the recipients in the email header.**

(B) Notice after Petition Filed. The Board shall notify the opposing party(ies) of the filing of a petition and send each opposing party a response form that includes notice that the party has a right to object to the petition, a statement of possible objections, notice that ~~the party's~~ **party's** failure to object within the time specified may constitute a waiver of the right to have a hearing on objections to the petition, and a brief description of the hearing process.

(C) Other Notices. The Board shall send a copy of all notices, and parties shall send a copy of all documents or communications filed with the Board after the filing of the initial petition, except for documents or communications which are filed during the hearing or are confidential, to each party.

(D) Email. **Where the Board or a party is required to serve a document under this Chapter, service may be affected by email delivery unless a party provides notice on a Board-approved form that it declines to receive service by email. A party may not decline to be served by email if the party uses email for serving documents.**

[Amendment to section (B) effective January 8, 2000]

1242. Appeal

(A) Any party may appeal to the Board. On appeal, the Board may affirm, reverse, remand or modify the decision of the hearing examiner. The Board may conduct a new hearing or may act solely on the basis of the official record before the hearing examiner. The decision on appeal shall be the final decision of the Board, and the Board shall send a notice of the decision to all parties to the appeal, which shall include a statement of their right to judicial review. Decisions remanded to the hearing examiner shall be limited to instances where additional findings of fact are required.

(B) Any appeal shall be filed on a form provided by the Board no later than 30 days after receipt of the notice of the hearing examiner's decision. A party is presumed to receive the decision five (5) days after it is mailed. Appeals that are not timely filed shall be dismissed by legal staff without further Board review. A party may file an appeal to the executive director regarding legal staff's dismissal but must include good cause as to why the appeal was not timely filed. Such good cause may include, but is not limited to, the failure of a party to receive the notice of decision, the illness of a party, or other emergency which makes it impossible for a party to have timely filed. The executive director shall grant or deny the request to consider the late-filed appeal. Should the request be granted, the Board will consider the appeal according to the terms outlined by this regulation.

(C) The appeal must contain a statement of the specific grounds on which the appeal is based. The Board will not consider an appeal that fails to state any facts or arguments in support of the grounds alleged in the appeal. Except as provided in subdivision (F), no other documents in support of the appeal will be accepted after the appeal deadline unless specifically requested by the Board. The appeal shall be sent to the Board and opposing parties and their representative. Additionally, appellant(s) shall send a copy of the appeal to the hearing examiner whose decision is being appealed. The Board or staff may order that appeals relating to the same building or property, or different properties of the same landlord, be consolidated. The opposing party shall file any response to the appeal within 15 days from the date the appeal is filed.

(D) At the time of filing the appeal, appellant(s) shall pay an appeal fee in the amount of \$100 for each unit for which an appeal is brought, up to a maximum of \$500. The appeal fee may be waived in accordance with Regulation 1204.

(E) In accordance with the Constitution of the State of California, the hearing examiner's decision shall be stayed pending appeal. In its decision, the Board shall order the appropriate party to make retroactive payments over a reasonably appropriate period to restore the parties to the positions they would have occupied had the examiner's decision been the same as that of the Board or had not been stayed.

(F) The Board will consider appeals of hearing examiners' decisions. At least 14 days prior to the date set for Board action on the appeal, a staff report shall be prepared recommending that the decision of the hearing examiner be affirmed, modified, reversed or remanded to the examiner for further hearing. Staff may supplement the record by including matters of which the Board may take official notice, provided that the parties are notified of such matters at least 14 days prior to the date set for Board action. Any objection to a staff request for official notice shall be filed no later than six days prior to the date set for Board action.

(G) At least 14 days prior to the date set for Board action, all parties shall be notified ~~by mail~~ of the date, time and place set for Board action on the appeal. Copies of the staff recommendation shall be ~~mailed to~~ **served on** all parties and their representatives at least 14 days prior to the Board action. Copies of the official record and the staff recommendation shall be available for public review at the Public Information Unit of the Board at least 14 days prior to the date set for Board action. Parties may submit written comments to the Board up to 6 days prior to the Board action.

(H) At the Board meeting at which action on the appeals is scheduled, each party or their representative will be allowed seven minutes to address the Board at the beginning of the hearing in the following order: appellant for five minutes, respondent for seven minutes, appellant for two minutes.

(I) Unless the Board determines that a de novo hearing is required, the Board's decision will be based exclusively on the record before the hearing examiner. Parties shall be instructed not to discuss or comment upon factual matters or evidence that were not presented to the hearing examiner or officially noticed. Parties may discuss or comment upon the legal matters in question and any other pertinent issues raised by the appeal. The Board shall disregard any discussion or comment regarding factual matters that were not in the record before the hearing examiner or officially noticed. The vote of five Commissioners is required to affirm, modify, remand or reverse the decision of the hearing examiner. If the Board has not acted on the appeal at two consecutive Board meetings, the appeal is deemed denied.

(J) The Board's decision to affirm, modify, remand or reverse the decision of the hearing examiner shall be supported by written findings of fact and conclusions of law. When the Board votes to adopt the staff recommendation unchanged, the parties to the appeal will be notified only of the Board's decision. When the Board does not adopt the staff recommendation as written, a written decision of the Board shall be mailed to the parties or their representative of record.

(K) Continuances. Continuances of dates set for Board action on appeals shall be

granted by a majority of the Board or by the Director only for good cause shown. A written request and the reasons for it must be received by the Rent Stabilization Board at least 2 business days prior to the scheduled hearing, unless good cause is shown for later request. The written request must contain the reasons for the continuance, an explanation of what efforts were made to ascertain the position of the other parties regarding the request for a continuance, and mutually acceptable alternative dates. Copies of this written request must be sent immediately to all other parties and proof of service must accompany the written request filed with the Board.

(L) Reconsideration.

(1) At the discretion of the executive director or his or her designee, an appeal may be treated as a request for reconsideration and referred back to the hearing examiner for such reconsideration only if it is claimed by the appellant that:

- (a) there was good cause for a failure to respond to a petition;
- (b) there was good cause for a failure to appear at a settlement conference or hearing;
- (c) he or she wishes to present relevant evidence that could not, with reasonable diligence, have been discovered and produced at the hearing; or
- (d) the decision resulted from a clearly inaccurate application of the law; hearings staff discovered a problem with the record; the underlying legal standard upon which the decision is based changed before final disposition of the case, including matters subject to a pending petition for writ of administrative mandamus; or any other reason the case should be remanded for reconsideration for administrative efficiency.

(2) In the event that reconsideration under subsection (L)(1) is ordered, the parties will be so notified within 60 days of the filing of the appeal and, thereafter, all correspondence shall be directed to the hearing examiner. The threshold issue on reconsideration shall be whether a preponderance of the evidence supports the assertion that good cause existed for the failure to respond to a petition or to appear at a settlement conference or hearing or that the newly offered evidence could not, with reasonable diligence, have been discovered and produced at the hearing. Only if good cause for the failure is found, may the hearing examiner reconsider the merits of the petition.

(3) If the matter is reconsidered by the hearing examiner and the appellant

does not then wish to appeal the new decision, the appellant may, within 30 days of receipt of the decision after reconsideration, request refund of the appeal filing fee and, upon such timely request, the filing fee shall be refunded. If the appellant wishes to contest the decision following reconsideration, he or she may file a supplemental appeal, so stating within 30 days after receipt of the decision after reconsideration. No filing fee shall be required for such supplemental appeal. Any other party may also appeal the decision after reconsideration within 30 days after its receipt.

[Amended Regulation 1242 effective April 9, 1993; Amended subdivisions B, D, E, G & H August 5, 2002; Amended Section (B) to redefine procedures for appeals that are not timely filed, Updated Appeal Fee, added subdivision (d) to new Section (L) to include several other reasons cases may be remanded, and increased the time legal staff has to notify parties of remand for reconsideration (amended on January 22, 2018).]



Memorandum

DATE: March 23, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Commissioner Andy Kelley & Chair Soli Alpert
SUBJECT: Support for prioritizing single family homeownership by working families over Wall Street investors

Recommendation

That the Berkeley Rent Stabilization Board adopt the attached resolution in Support of The American Homeownership Act.

Background and Need for Rent Board Action

See attached Resolution.

Financial Impact

None.

Contact Person

Commissioner Andy Kelley, AKelley@berkeleyca.gov

Chair Soli Alpert, RSBAlpert@berkeleyca.gov

RESOLUTION 26-14

IN SUPPORT OF THE AMERICAN HOMEOWNERSHIP ACT

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

WHEREAS, the United States is facing a severe housing crisis, with housing prices skyrocketing, rent unaffordable for millions of families, and the median age of a first-time homebuyer now at 40 years old¹; and

WHEREAS, the country faces a shortage of more than 7 million affordable homes², demanding aggressive action at every level of government; and

WHEREAS, Wall Street firms, private equity, and large corporate landlords currently own nearly 450,000 single-family homes³, more than 2.2 million apartments, and are the largest landlords of mobile homes in America; and

WHEREAS, corporate landlords bought nearly 1 in every 6 homes that sold in 2025⁴, while the share of first-time homebuyers reached an all-time low; and

WHEREAS, nearly two-thirds of Americans say reining in corporate landlords is essential to lowering housing costs, and 73% say they do not want private equity buying single-family homes⁵; and

WHEREAS, homeownership is a cornerstone of financial security for working families, a stabilizing force in communities, and a critical safeguard against displacement – and must remain accessible to all Americans, not just the wealthy; and

WHEREAS, the American Homeownership Act would end major federal tax deductions and other housing benefits for Wall Street landlords, reinvest those savings into affordable housing construction and homeownership programs, and empower antitrust enforcers to prevent harmful concentration of housing ownership in local markets.⁶

¹ <https://www.bloomberg.com/news/articles/2025-11-04/us-first-time-homebuyers-age-rises-to-40-on-high-prices-mortgage-rates>

² <https://nlihc.org/resource/nlihc-gap-report-finds-shortage-71-million-affordable-and-available-homes-extremely-low>

³ <https://www.gao.gov/assets/gao-24-106643.pdf>

⁴ <https://www.cotality.com/press-releases/home-investor-report-q4-2025> <https://www.cotality.com/press-releases/home-investor-report-q4-2025>

⁵ <https://groundworkcollaborative.org/news/new-poll-nearly-two-thirds-of-americans-say-housing-costs-wont-fall-until-corporate-landlords-are-reined-in-most-skeptical-trump-will-deliver/>

⁶

https://www.banking.senate.gov/imo/media/doc/FACT%20SHEET_%20The%20American%20Homeownership%20Act%20.pdf

RESOLUTION 26-14

IN SUPPORT OF THE AMERICAN HOMEOWNERSHIP ACT (Page 2)

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Rent Stabilization Board supports the American Homeownership Act and urges its swift passage by the United States Congress; and

BE IT FURTHER RESOLVED that the Berkeley Rent Stabilization Board calls on federal legislators to prioritize the needs of working families, renters, and aspiring homeowners over the financial interests of Wall Street landlords and private equity firms.

Dated: March 23, 2026

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

YES:

NO:

ABSTAIN:

ABSENT:

Soli Alpert, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



Memorandum

DATE: March 23, 2026
TO: Honorable Members of the Rent Stabilization Board
FROM: DéSeana Williams, Executive Director
BY: Basil Lecky, Community Service Specialist II
SUBJECT: Request for Waiver of Late Registration Penalties

Recommendation

That the Board approve 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 "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 staff have incorrectly applied the criteria listed in Regulation 884 (B) (1-12).

Ministerial Waivers

In accordance with Regulation 884, the Executive Director reviews waiver requests that do not meet the criteria enumerated in Regulation 883. The following waiver request will be decided ministerially, unless the Board has reason to believe the underlying basis of the recommended assessment is inappropriate.

Property Address	Penalty Assessed	Penalty Waived	Penalty Imposed
1238 Haskell St	\$4,816.00	\$4,816.00	\$0.00
2002 Virginia St	\$688.00	\$688.00	\$0.00
2721 California St	\$3,096.00	\$3,096.00	\$0.00
2915 Stanton St	\$1,376.00	\$1,376.00	\$0.00
Total	\$9,976.00	\$9,976.00	\$0.00

Financial Impact: Ministerial Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **\$9,976.00**.

Discretionary Waivers

For the waiver requests listed below, staff recommendations are attached and presented to the full Board for its approval. 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.

Property Address	Penalty Assessed	Penalty Waived	Penalty Imposed
2409 College Ave	\$5,848.00	\$2,924.00	\$2,924.00
Total	\$5,848.00	\$2,924.00	\$2,924.00

Financial Impact: Discretionary Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **\$2,924.00**.

Name and Telephone Number of Contact Person

DéSeana Williams, Executive Director, Rent Stabilization Board, 2000 Center Street, Suite 400, Berkeley, CA 94704, (510) 981-7368

City Of Berkeley Rent Stabilization Board

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5167	Property address: 2409 COLLEGE AVE BERKELEY CA 94704	Transferred: 08/19/2005
Exempt units (as of February 2021): None		
Owner(s): BEAR HAVEN LLC	Waiver filed by: Property Manager	# of Units: 17
Other Berkeley rental property owned: None		
Late payment/penalty history: 2025-2026 Registration Year		

Registration Date or Year	Units Requiring Registration at That Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Paid
FY2025-26	ALL	\$5,848.00	01/29/2026	\$5,848.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$5,848.00	\$0.00	\$0.00

Penalties Currently Under Consideration

Reason for Penalties: Late payment of registration fee

Registration Date or Year	Unit(s) Registered Late At This Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Due
FY2025-26	17	\$5,848.00	01/29/2026	\$5,848.00	\$0.00	\$5,848.00
Total				\$5,848.00	\$0.00	\$5,848.00

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

Good cause claimed by owner: The property manager requests a penalty waiver, citing financial hardship due to COVID-19 and the loss of student tenants for a 1-2 year period. Following a management transition in June 2025, the new manager seeks relief to stabilize operations.

Recommendation: Staff recommends waiving 50% of the penalties.

Staff Analysis: Staff recommends a partial penalty waiver. While the manager cites these hardships, the penalties in question pertain only to the 2025/2026 registration cycle and are not compounded from the peak pandemic period in 2020. Professional management entities overseeing large properties (17 units) are expected to maintain compliance with Rent Ordinance mandates regardless of staffing changes. Furthermore, for properties of this size (11-20 units), the regulations typically limit the maximum waiver for new owners/responsible parties to 50%.



Memorandum

DATE: March 23, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Rent Board Legal Staff
SUBJECT: Case No. RWN-1682 (702 Hilldale Ave., In-Law Unit)

Case Summary and Legal Recommendation

Respondent Tenant (“Tenant”) filed a Petition for Rent Withholding for Failure to Register (“petition”) seeking authorization to withhold rent until owner of 702 Hilldale Avenue Berkeley, CA (“property”) registered the in-law unit (“rental unit”) with the Rent Board. Appellant Landlord (“Landlord”) appeals the Hearing Examiner’s Decision on Remand determining that the property” contains two units and that the in-law unit is a rental unit subject to the Rent Stabilization and Eviction for Good Cause Ordinance (“Rent Ordinance”).

On appeal, Landlord contends that: (1) the basement space is not a lawful or sustainable in-law unit, (2) any kitchen facilities were unpermitted or tenant-installed, and, (3) the Hearing Examiner mischaracterized both the physical layout of the property and the decedent landlord’s intent. However, the appeal does not identify any facts demonstrating that the space at issue falls outside the Rent Ordinance’s definition of a rental unit.

The Hearing Examiner properly applied Board Regulation 403, relied on the Rent Ordinance’s broad definition of “rental unit,” and correctly determined that there is no exemption for unpermitted construction. As such, Legal Staff recommend that the Board deny the appeal and affirm the Hearing Examiner’s decision.



To: Commissioners, Berkeley Rent Stabilization Board
DéSeana Williams, Executive Director
Matthew Brown, General Counsel

From: Brian Augusta

Date: March 16, 2026

Re: State Legislative Report for the March 2026 Board Meeting

The Legislature is now well into the second half of the 2025–2026 legislative session. The deadline for introducing new legislation passed just over three weeks ago, with lawmakers introducing just under 1,800 bills for 2026, the fewest in twenty years. Approximately one-third of these measures were introduced as “spot bills,” meaning they currently contain placeholder language rather than substantive policy proposals. The details of those measures will become clearer in the coming weeks as amendments add operative language.

Housing affordability and renter protections continue to be central policy themes this year. As discussed below, several proposals have been introduced to expand tenant protections, alongside measures aimed at easing certain regulatory requirements for landlords. Legislators in both houses have also introduced proposals to place an affordable housing bond on the November ballot. Each proposal currently contemplates approximately \$10 billion in funding, though the final amount is expected to be determined through negotiations tied to the state budget process, which concludes in June.

The state’s fiscal outlook continues to constrain new spending. Although revenue projections have improved somewhat since the Governor released his January budget proposal, the overall picture remains tight, and budget analysts project ongoing deficits in the coming years. As a result, significant new funding for affordable housing in this year’s budget appears unlikely. Governor Newsom’s January proposal did not include new housing funding. Instead, it highlighted his plan to reorganize the state’s housing infrastructure by placing existing housing-related departments under a new California Housing and Homelessness Agency (CHHA) and establishing a Housing Development and Finance Committee (HDFC). Both are scheduled to take effect on July 1.

Below is a summary of key bills we have identified that may be of interest to the Board. As spot bills are amended and additional proposals emerge, we will continue to provide updates.

Key Bills of Interest

Rent Stabilization

AB 1543 (Quirk-Silva) – Mobilehome Park Rent Caps

Establishes a statewide mobilehome park rent cap of CPI plus 3 percent, or 5 percent, whichever is lower.

Status: Awaiting hearing in Assembly Housing Committee

Landlord-Tenant

AB 1695 (Ortega) – Smoking Ban in Subsidized Housing

Prohibits smoking indoors in any multifamily housing issued a certificate of occupancy on or after January 1, 2027 that is financed in whole or in part with any state funding, including tax credits.

Status: Committee referral pending

AB 1771 (Alvarez) – Elimination of Property Manager Requirement

Prohibits state or local entities from requiring an apartment manager or other caretaker to live onsite. The measure would effectively repeal a state requirement—established through regulations adopted by HCD—that rental properties with 16 or more rental units have an on-site manager.

Status: Awaiting hearing in Assembly Housing Committee

AB 2128 (Quirk-Silva) – Prohibition on Work Requirements and Time Limits in Federally-Funded Housing

Prohibits housing providers administering federal housing programs from imposing mandatory work requirements or limits on the duration which an individual may live in such housing, in response to a proposed federal rule authorizing public housing authorities and others to adopt work requirements and time limits.

Status: Awaiting hearing in Assembly Housing Committee

SB 1155 (Smallwood-Cuevas) – Eviction Pause for Nonpayment During Government Shutdown

Prohibits landlords from filing or continuing an eviction for nonpayment of rent for a tenant employed by a federal agency or contractor, whose income has been materially impacted during a federal shutdown beginning the first day of a shutdown and ending 30 days after the date on which the shutdown ends and backpay is authorized. To implement this prohibition, the bill requires courts stay proceedings of pending eviction actions covered by the law. The bill also prohibits the landlord from charging or collecting late fees, interest, or other penalties related to that nonpayment during the covered period. The bill describes the notice and evidence a covered tenant must provide in order to use these protections.

Status: Awaiting hearing in Senate Judiciary

SB 1160 (Durazo) – Eviction Data Collection and Reporting

Requires the Judicial Council to collect and publish eviction data and for the courts to report such data to the Judicial Council.

Status: Awaiting hearing in Senate Judiciary

SB 1296 (Durazo) – Mandatory Pet Policy Disclosure

Requires landlords that allow pets to provide detailed disclosures explaining their pet policies and provides that if a landlord fails to disclose the policy before charging an application fee, that fee must be refunded to the applicant.

Status: Awaiting hearing in Senate Judiciary

Affordable Housing Funding

AB 736 (Wicks) - Affordable Housing Bond

Places a \$10 billion bond on the 2026 ballot to fund a variety of affordable housing programs.

Status: Awaiting referral in the Senate

SB 417 (Cabaldon) - Affordable Housing Bond

Places a \$10 billion bond on the 2026 ballot to fund a variety of affordable housing programs.

Status: Awaiting referral in the Assembly



Memorandum

DATE: March 23, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: Honorable Members of the Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 General Election

By: Matt Brown, General Counsel

SUBJECT: Proposed Rent Ordinance Amendments

Background

Berkeley Municipal Chapter 13.76, the Rent Ordinance, is a voter-adopted statute; therefore, the Rent Ordinance can only be changed through a ballot measure. City Council, not the Board, has authority to place a measure on the ballot. Historically, the Board has developed amendments to the Rent Ordinance and presented those amendments to the 4x4 Committee and then to City Council.

The Ad Hoc Committee to Consider Rent Ordinance Amendments at the November 2026 General Election ("Ad Hoc Committee") held four public meetings starting in October 2025 to consider amendments. A redlined version of the Rent Ordinance, reflecting the final amendments approved by the Ad Hoc Committee, is attached to this memo. Each amendment is noted in the index at the beginning of the document.

The Ad Hoc Committee requests the full Board approve these proposed amendments and forward the amendments to the 4x4 Committee for consideration.

Summary of Proposed Amendments

1. Typographic Corrections

The amendments make various typographic and clarifying edits. These amendments are not substantive.

2. Civil Code section 1952(b) Contracts

State law allows the landlord of a property that would otherwise be partially covered to agree that the property will fall under the price control provisions of the Ordinance (in other words, be fully covered), in exchange for a contribution from a government agency. This amendment clarifies that the Board would have jurisdiction over any units created from such contracts.

3. Golden Duplex Notice

This amendment establishes that the landlord of a Golden Duplex must provide a tenant notice in the rental agreement that their tenancy at the property would be exempt from Rent Ordinance in order for the exemption to apply. This amendment would only apply to tenancies at Golden Duplex-eligible properties commencing after December 31, 2026.

4. No Removal of Rights

This amendment establishes that a landlord may not apply a unit exemption to a sitting tenant if the unit was not exempt when the tenancy started. This amendment would only apply to tenancies commencing after November 3, 2026.

5. Registration Process Amendments

The amendments contain several changes to registration processes meant to improve the Board's functioning and to simplify registration.

Most notably, the amendments change the registration deadline from July 1 to September 30 starting September 30, 2027. This allows the registration cycle to better align with the fiscal year. The amendments also create a pilot program that requires paperless billing for landlords with 5 or more rental units.

The amendments also remove the requirement that every landlord filing the first registration statement for a property must provide pre-Costa Hawkins tenancy information. Agency staff indicated that the information required by the Ordinance to be in the Initial Registration Statement is mostly obsolete.

The amendments remove the requirement that partially covered units file a vacancy registration statement within 15 days of a new tenancy. Partially covered units already report rents annually, and, because the Rent Ordinance does not control the rent charged at these units, the Board does not require prompt reporting of new tenancies in order to administer the Rent Ordinance.

6. Owner Move-in Relocation Benefits Payment Process

The Board administers the relocation benefits due to tenants subject to an Owner Move-in Eviction. The Rent Ordinance currently requires release of a payment to a tenant in a timeline which is not feasible, given that the Board's payments must be issued by the City's Finance Department. The amendments allow the Board to issue payments promptly but without a set timeline.

7. Tenant Right to Organize

The Tenant Right to Organize exists as a housing service that could entitle a tenant to a rent reduction in fully covered properties that contain ten or more units or are managed by a property management company, as defined in Rent Board Regulation 411. The LIRA Committee had received public comment that landlords were claiming to no longer use a property management company in response to receiving a petition from their

Proposed Ordinance Amendments

March 23, 2026

Page 3

tenants to form a Tenant Association. These amendments clarify that a duly established Tenant Association does not lose the rights in the Rent Ordinance if the property management company withdraws from managing the property.

Contact Person

Matt Brown, General Counsel 510-981-4930

Attachments

1. Proposed Rent Ordinance Amendments

Index of Proposed Amendments

Date	Section	Page	Description
3/5/2026	13.76.020.H	4	Corrects typographic error.
1/8/2026	13.76.050.B.1	6	Clarifies definition of newly constructed rental unit to exclude units produced under a Civil Code section 1954.52(b) agreement.
3/5/2026	13.76.050.C.9	9	Conditions Golden Duplex exemption on providing written notice of exemption for tenancies after November 3, 2026.
1/8/2026	Proposed 13.76.050.D	9	Creates a prohibition on a unit exemption applying to a sitting tenancy.
3/5/2026	13.76.080.B	13-14	Removes requirement that Initial Registration Statement must always include Pre-Costa Hawkins tenancy information.
11/19/2025	13.76.080.E	15	Applies vacancy registration requirement to fully covered units only.
3/5/2026	13.76.080.G	15	Changes registration fee deadline to September 30.
3/5/2026	13.76.080.J	15	Removes reference to July 1 registration deadline.
3/5/2026	13.76.080.M	16	Removes reference to July 1 registration deadline.
3/5/2026	13.76.080.N	16	Creates Paperless Billing requirement for landlords with 5 or more rental units.
3/5/2026	13.76.110.D	18	Removes reference to July 1 registration deadline.
3/5/2026	13.76.110.E	18	Strikes obsolete section.
11/19/2025; 3/5/2026	Proposed 13.76.110.F	19	Sets a maximum periodic rent increase, regardless of banked AGAs, tied to the maximum allowed under state law (currently 10%).
11/19/2025	13.76.130.A.8(l)	30	Corrects typographic error.
11/19/2025	13.76.130.A.8(p)	31-32	Clarifies OMI relocation benefits release process.
11/19/2025	13.76.130.A.9	33	Clarifies non-substantive header for Just Cause related to expiration of the temporary lease of the landlord's primary residence.

11/19/2025	13.76.135.A	35	Clarifies that a Tenant Association remains valid after a property management company no longer manages the property
11/19/2025	13.76.135.C	36	Corrects typographic error

13.76.010 Title.

This Chapter shall be known as the Rent Stabilization and Eviction for Just Cause Ordinance.

13.76.020 Findings.

A. 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 Council's finding of a pattern of steadily rising rents, a shortage of decent housing and an increased deterioration of the existing housing stock in the City.

B. On November 27, 1979, the 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 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 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 more consistent with modern usage and clarity.

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 purpose of this Chapter is to regulate residential rent increases in the City of Berkeley, to protect tenants from unwarranted rent increases and arbitrary, discriminatory, or retaliatory evictions, to facilitate the formation of tenant associations to balance the relationship between tenants and landlords, to help maintain the diversity of the Berkeley community, and to ensure compliance with legal obligations relating to the rental of housing. This legislation is designed to address the City's housing crisis, preserve the public peace, health and safety, and advance the housing policies of the City with regard to low and fixed income persons, marginalized communities, students, persons with disabilities, and older adults.

13.76.040 Definitions.

- A. "Board" refers to the elected Rent Stabilization Board established by this Chapter and Article XVII of the Charter of the City of Berkeley.
- B. "Commissioners" means the members of the Board who are denominated commissioners.
- C. "Housing services" include but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, 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.

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.

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

L. "Tenant Association" 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 as set forth in Section 13.76.135 of this Chapter.

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

N. "Base rent ceiling" means the maximum allowable rent established under Section 13.76.100 of this Chapter.

O. "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.

13.76.050 Applicability.

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

B. The following rental units are Partially-covered units:

1. *Newly Constructed Rental Units.*

(a) 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.

(b) The following units are not partially-covered as "newly constructed rental units" and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits:

~~(i) Notwithstanding any provision in this Chapter and to the extent that state or local law permits, a~~ 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.~~

(ii) As set forth in California Civil Code section 1954.52(b), any residential rental units where the owner has otherwise agreed to be subject to Sections 13.76.100 through 13.76.120 of this Chapter by contract with a public entity in consideration for a direct financial contribution or other forms of assistance specified in Chapter 4.3 (commencing with Section 65915) of Division 1 of Title 7 of the Government Code.

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.

3. *Government-Owned or Government-Subsidized Rental Units.* Rental units which a government agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside to the extent that applicable Federal law, State law, or administrative regulation specifically exempts such units from local or municipal price control. Such rental units shall be subject to all provisions of this Chapter except those from which applicable Federal law, State law, or administrative regulation specifically exempts the rental units.

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

1. *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.

2. *Co-op Rental Units.* Rental units in nonprofit cooperatives owned and controlled by a majority of the residents.

3. *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.

4. *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 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.

5. *Fraternalities 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.

6. *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 (13.76.050) 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.

7. *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.

8. "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;
- (c) is absent from the unit for a period not to exceed 24 months; and
- (d) such period is specified in the lease.

9. *Golden Duplex Exemption*. Rental units in a residential property which is divided into two units where:

(a) one of the units was owner-occupied on December 31, 1979, and is currently occupied by the landlord as their principal residence; and

(b) for any tenancy commencing or after December 31, 2026, the tenants have been provided written notice as prescribed by the Board as part of their rental agreement that the residential property is exempt from this Chapter.

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.

D. (No Removal of Rights Previously Established): No exemption articulated in subsection C shall apply to a unit in which the current tenancy commenced prior to the date the unit met all elements of the exemption. Such an exemption shall apply only to prospective tenancies for so long as the unit continues to meet the elements of the exemption. This subsection shall not apply to any rental unit deemed exempt prior to November 3, 2026.

13.76.060 Rent Stabilization Board.

A. *Composition*. There shall be in the City an elected Rent Stabilization Board; the Board shall consist of nine Commissioners. The Board shall elect annually as chairperson one of its members to serve in that capacity.

B. *Eligibility*. Residents who are duly qualified electors of the City are eligible to serve as Commissioners on the Board.

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

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

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

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

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

1. Set the rent ceilings for all rental units.
2. Require registration of all rental units under Section 13.76.080.
3. Publicize the manner in which the base rent ceiling is established under Section 13.76.100.
4. To make adjustments in the rent ceiling in accordance with Sections 13.76.110 and 13.76.120.
5. Set rents at fair and equitable levels in view of and in order to achieve the purposes of this Chapter.
6. To issue orders, rules and regulations, conduct hearings and charge fees as set below.
7. Make such studies, surveys and investigations, conduct such hearings, and obtain such information as is necessary to carry out its powers and duties.
8. Report annually to the city council of the city of Berkeley on the status of rental housing units covered by this Chapter.
9. Administer oaths and affirmations and subpoena witnesses and relevant documents.

10. Establish rules and regulations for settling civil claims under Section 13.76.150.
11. Seek injunctive relief under Section 13.76.150.
12. Pursue civil remedies in courts of appropriate jurisdiction.
13. 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
14. Hold public hearings.
15. Charge and collect registration fees, including penalties for late payments and fines, as set by schedule, for failure to re-register a rental unit within fifteen (15) days of the commencement of a new tenancy.
16. Require that landlords of rental units subject to the requirement to register under Section 13.76.080 provide notice of the existence of this Chapter to each new tenant at the commencement of their tenancy.
17. Other powers necessary to carry out the purposes of this Chapter which are not inconsistent with the terms of this Chapter.
18. Except as provided in Section 13.76.060N of this Chapter, the Board shall finance its reasonable and necessary expenses for its operation without the use of general fund monies of the City.

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.

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

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

- H. *Meetings.* The Board shall hold regularly scheduled meetings. Special meetings shall be called at the request of at least a majority of the Commissioners of the Board. The Board shall hold its initial meeting no later than July 15, 1980.
- I. *Quorum.* Five Commissioners shall constitute a quorum for the Board.
- J. *Voting.* The affirmative vote of five Commissioners of the Board is required for a decision, including all motions, rules, regulations, and orders of the Board.
- K. *Compensation.* The Rent Stabilization Board shall be a working Board. Commissioners shall be paid compensation and benefits in an amount set by the Board in order to compensate Commissioners for their time and work performed as required by this Chapter and the City Charter.
- L. *Dockets.* The Board shall maintain and keep in its office all hearing dockets, which shall be available for public inspection.
- M. *Vacancies.* If a vacancy shall occur on the Board, a qualified person to fill such vacancy shall be selected in accordance with the procedures set forth in Article V of the City Charter.
- N. *Financing.* The Board shall finance its reasonable and necessary expenses by charging landlords annual registration fees in amounts deemed reasonable by the Board. The registration fee for partially-exempt units shall reasonably approximate the cost of registration and counseling services for such units, and shall not include the cost of services from which such units are exempt. Such registration fees shall not be passed on to tenants in the form of rent increases except with the express prior approval of the Board. The Board is also empowered to request and receive funding, when and if necessary, from the City and/or any other available source for its reasonable and necessary expenses, including expenses incurred at the request of the City.
- O. *Staff.* The Board shall be a working Board and shall employ such staff as may be necessary to perform its functions efficiently and as provided by Berkeley Ordinance.
- P. *Registration.* The Board shall require the registration of all rental units covered by this Chapter as provided for in Section 13.76.080. The Board may also require landlords to provide current information supplementing their registration statements.
- Q. *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 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 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 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).

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

- ~~(1) The address of each rental unit;~~
- ~~(2) The name and address of the landlord(s) and the managing agent, if any;~~
- ~~(3) The date on which the landlord received legal title to or equitable interest in the rental unit;~~

- ~~(4) The housing services provided for the rental unit;~~
- ~~(5) The rent in effect on June 6, 1978;~~
- ~~(6) The rent in effect on December 30, 1979;~~
- ~~(7) The base rent ceiling;~~
- ~~(8) The lowest rent in effect between June 6, 1978, and the date of the adoption of this Chapter;~~
- ~~(9) The amount of any deposits or other monies in addition to periodic rent demanded or received by the landlord in connection with the use or occupancy of the rental unit;~~
- ~~(10) Whether the rental unit was vacant or occupied on May 31, 1980;~~
- ~~(11) Rent in effect on December 31, 1981.~~ **on a form provided by the Board.**

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.

If rental units subject to this Chapter are located in 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 **fully covered** 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.

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

G. **Starting September 30, 2027, annual registration fees required by this Chapter shall be due and payable on or before September 30 of each year.**

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

A landlord may request the Board to waive all or part of the penalty if the landlord can show good cause for the delinquent payment.

H. The amount of any registration fee, penalty, and fine imposed by the provisions of this Chapter shall be deemed a debt to the Board.

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

J. Landlords of formerly exempt units shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be prorated 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 Section with respect to a given unit until the landlord has completed registration for all covered units in the same property. Registration shall be deemed complete when all required information has been

provided, any notice required by subsection 13.76.080(D) has been provided to the Board, and all outstanding fees and penalties have been paid.

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

M. Landlords of Partially-Covered Units (set forth above in Sections 13.76.050(B)) shall register within 60 days of coming under coverage of this Chapter. The registration fee for this first-time registration shall be pro-rated based upon the number of months remaining to the next ~~July~~ annual registration deadline.

N. Paperless Billing Requirement. A landlord who owns or manages 5 or more units is required to remit any registration fees and penalties due under this section through the Board's online rent registry. A landlord subject to this requirement must provide the Board a current email address in order to receive billing statements.

This subsection shall remain effective unless the Board, after consulting with the Executive Director or their designee, adopts a resolution at a regularly-scheduled Board meeting, to suspend the requirement articulated in this subsection.

13.76.090 Confidentiality of information submitted to Board.

The Board shall adopt rules and regulations providing for the confidentiality of information submitted to the Board in support of a petition for an individual rent ceiling adjustment under Section 13.76.120 of this Chapter when such confidentiality is deemed necessary by the Board and where otherwise permitted by state law.

13.76.100 Establishment of base rent ceiling and posting.

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

been certified or determined by the Board after hearing, the base rent ceiling shall be the first periodic rent charged following May 31, 1980.

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

C. *Previously Exempt Units.* For rental units specified in Section 13.76.050(C)(9), the base rent ceiling shall be the rent in effect 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.

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 tenant may only be responsible for utilities if: 1) the utility charge is included in the base rent and does not increase during the tenancy; 2) the utility service is separately or individually metered and the lease agreement requires that the tenant registers the utility account in their own name; or 3) the utility service is in compliance with Board regulations, specifying other technologies, mechanisms, or policies that the Rent Board deems functionally similar to separate and individual metering.

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. In the event a lease entered into after February 6, 2024 charges the tenant for utilities in violation of this section, the landlord may petition pursuant to Section 13.76.120 of this Chapter to adjust the rent ceiling to include the average cost of utilities for the unit.

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 five percent (5%). The Board shall publish and publicize the annual general adjustment on or about October 31st of each year.

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

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

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

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

~~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.~~

E.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 Board regulations.

F. **Notwithstanding Subsection A above, which establishes the rules associated with rent ceiling increases, a landlord shall not increase the lawful periodic rent charged for any unit in a 12-month period by more than ten percent (10%) or the maximum rental increase allowed under Civil Code section 1947.12 or any successor statute, whichever is less, for rent increases based on the Annual General Adjustment.**

13.76.120 Individual adjustments of rent ceilings.

A. *Petitions.* Upon receipt of a petition by a landlord and/or tenant, the rent ceiling of individual controlled rental units may be adjusted upward or downward in accordance with the procedures set forth elsewhere in this Section. The petition shall be on the form provided by the Board. The Board may set a reasonable per unit fee based upon the expenses of processing the petition to be paid by the petitioner at the time of filing. Notwithstanding any other provision of this Section, the Board or hearing examiner may refuse to hold a hearing and/or grant an individual rent ceiling adjustment for a rental unit if an individual hearing has been held and decision made with regard to the rent ceiling for such unit, within the previous six months.

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

1. *Hearing Examiner.* A hearing examiner appointed by the Board shall conduct a hearing to act upon the petition for individual adjustments of rent ceilings and shall have the power to administer oaths and affirmations.
2. *Notice.* The Board shall notify the landlord if the petition was filed by the tenant, or the tenant, if the petition was filed by the landlord, of the receipt of such a petition and a copy thereof.
3. *Time of Hearing.* The hearing officer shall notify all parties as to the time, date and place of the hearing.
4. *Records.* The hearing examiner may require either party to an individual rent ceiling adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the City to conduct a current building inspection if the hearing examiner finds good cause to believe the Board's current information does not reflect the current condition of the controlled rental unit. The tenant may request

the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this section shall be made available to the parties involved prior to the hearing at the office of the Board. In cases where information filed in a petition for an individual rent ceiling adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.

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

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

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

8. *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 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;
8. The pattern of recent rent increases or decreases;
9. 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;
10. Whether or not the property was acquired or is held as a long-term or short-term investment; and
11. Whether or not the landlord has received rent in violation of the terms of this Chapter or has otherwise failed to comply with the Chapter.

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

D. No individual upward adjustment of a rent ceiling shall be authorized by the Board by reason of increased interest or other expenses resulting from the landlord's refinancing the rental unit if, at the time the landlord refinanced, the landlord could reasonably have foreseen that such increased expenses could not be covered by the rent schedule then in existence, except where such refinancing is necessary for the landlord to make capital improvements which meet the criteria set forth in Section 13.76.120 C.3. This paragraph shall only apply to that portion of the increased expenses

resulting from the refinancing that were reasonably foreseeable at the time of the refinancing of the rental unit and shall only apply to rental units refinanced after the date of adoption of this Chapter.

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

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

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

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

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

I. No provision of this Chapter shall be applied so as to prohibit the Board from granting an individual rent adjustment that is demonstrated necessary by the landlord to provide the landlord with a fair return on investment.

13.76.130 Just 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 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 attempt to impose unilaterally under Civil Code Section 827.

In order to assert this ground for eviction, the landlord must demonstrate all of the following: that the tenant's lease violation caused substantial actual damage to the landlord; and 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 Chapter or in the rental agreement, a landlord is not entitled to recover possession of a rental unit under this

Subsection where a tenant permits his or her rental unit to be occupied by a subtenant, provided:

- (a) The landlord has unreasonably withheld consent to the subtenancy; and
- (b) The tenant remains an actual occupant of the rental unit; and
- (c) The number of tenants and subtenants actually occupying the rental unit does not exceed the number of occupants originally allowed by the rental agreement or the Board's regulations, whichever is greater.
- (d) Withholding of consent by the landlord shall be deemed to be unreasonable where:
 - i. The tenant's written request for consent was given at least two weeks prior to commencement of the subtenancy;
 - ii. The proposed new subtenant has, upon the landlord's written request, completed the landlord's standard form application or provided sufficient information to allow the landlord to conduct a standard background check, including references and credit, income and other reasonable background information; and
 - iii. The proposed new subtenant meets the landlord's customary occupancy qualifications and has not refused the landlord's request to be bound by the terms of the current rental agreement between the landlord and the tenant; and
 - iv. The landlord has not articulated in writing a well-founded reason for refusing consent.

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

5. *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.

6. *Substantial and Necessary Repairs.*

(a) The landlord, after having obtained all necessary permits from the City, 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 13.76.130(A)(6) 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, 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 (13.76.130(A)(6)), 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 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 13.76.130(A)(6)), the tenant must be given the right of first refusal to re-occupy the unit upon completion of the required work. In the event the landlord files an application for an individual rent adjustment within six months following the completion of the work, the tenant shall be a party to such proceeding the same as if he or she were still in possession, unless the landlord shall submit, with such application, a written waiver by the tenant of his or her right to re-occupy the premises pursuant to this Subsection.

7. *Demolition Permit Issued by the City.* 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.

8. *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 Subsection (13.76.130(A)(8)), 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)(7) shall include the following: the existence and potential availability of relocation assistance under subsection 13.76.130(A)(8)(g); the existence of tenant protections for families with minor children as defined in Subsection 13.76.130(A)(8)(k); the name and relationship of any qualified relative for purposes of Subsection 13.76.130(A)(8)(b); and the landlord's ownership interest

in any residential properties in the City where such interest, in any form whatsoever, is ten percent (10%) or greater. The landlord shall, within ten days of giving notice, file a copy of the notice terminating tenancy with the Board.

(e) The landlord may not recover possession under this Subsection (13.76.130(A)(8)) if a comparable unit, owned by the landlord in the City, 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, 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 Board.

(g) Where a landlord recovers possession of a unit under Subsection 13.76.130(A)(8), 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 Subsection 13.76.130(A)(7) below. The procedures for payment of this relocation assistance are set forth below in Subsection 13.76.130(A)(8)(p)(i) through 13.76.130(A)(8)(p)(iv). The following definitions apply for any tenant households evicted for owner move-in under Subsection 13.76.130(A)(8):

- 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 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 Board regulation) still permanently resides in the rental unit.

(h) Effective January 1 of each year beginning in 2018, the fees set forth above in Subsection 13.76.130(A)(8)(g), shall be increased in an amount based on the Consumer Price Index - All Urban Consumers in the San Francisco-Oakland-San Jose Region averaged for the 12-month period ending June 30, of each year, as determined and published by United States Department of Labor. Any increase shall be published by the Board on or before October 31st of each year.

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

(j) Once a landlord has successfully recovered possession of a rental unit pursuant to Subsection 13.76.130(A)(8)(a), then no other current or future landlords may recover possession of any other rental unit on the property pursuant to Subsection 13.76.130(A)(8)(a). It is the intention of this subsection that only one specific unit per property may be used for such occupancy under Subsection 13.76.130(A)(8)(a) and that once a unit is used for such occupancy, all future occupancies under Subsection 13.76.130(A)(8)(a) must be of that same unit.

(k) A landlord may not recover possession of a unit from a tenant under Subsection 13.76.130(A)(8) 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 13.76.130(A)(8)(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 13.76.130(A)(8) 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
- 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.

(m) A tenant who claims to be a member of one of the classes protected by Subsection 13.76.130(A)(8)(l) 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 13.76.130(A)(8)(l) 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 13.76.130(A)(8)(l) shall not apply to the following situations:

- i. Where a person is the owner of three or fewer residential units in the City and has no greater than a nine percent (9%) ownership interest in any other residential unit in the City; or
- ii. Where each residential rental unit in the City 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 13.76.130(A)(8)(l) and the landlord's qualified relative who is seeking possession of a unit subject to Subsection 13.76.130(A)(8)(b) is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l) above; or
- iii. Where each residential rental unit in the City 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 13.76.130(A)(8)(l), the landlord has owned the unit for which possession is being sought subject to Subsection 13.76.130(A)(8)(a) for five years or more and is 60 years of age or older or is disabled as defined in Subsection 13.76.130(A)(8)(l).

(o) Where a landlord recovers possession under Subsection 13.76.130(A)(8), 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 13.76.130(A)(8)(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 13.76.130(A)(8), the landlord shall deposit the standard relocation assistance (for households where an occupant has resided one year or more) with the City Board or its designated agent to be held in escrow. ~~Within ten days after the funds are deposited into escrow, The City Board~~ shall release the standard relocation assistance to the tenant household, unless the landlord notifies the Rent Stabilization Program Board in writing that the landlord disputes the tenant's eligibility to receive such assistance.

- ii. In order to claim entitlement to additional relocation assistance under Subsection 13.76.130(A)(8)(g), a tenant must notify the landlord and the Rent Stabilization Program Board in writing that the tenant 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 13.76.130(A)(8)(g) within 30 days of filing of notice of termination of tenancy with the ~~Rent Stabilization Program Board~~ **Rent Stabilization Program Board**. The landlord shall deposit the additional relocation payment with the ~~Rent Stabilization Program Board~~ **Rent Stabilization Program Board** 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 Board~~ **Rent Stabilization Program Board** 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 Board~~ **Rent Stabilization Program Board** in writing that the landlord 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 13.76.130(A)(8)(g) is disputed, either party may file a petition with the Board requesting a determination of eligibility or file a claim in a court of competent jurisdiction. The Board 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 Board hearing examiner issued pursuant to a petition process conducted in accordance with applicable Board regulations.

iv. The landlord may rescind the notice of termination of tenancy prior to any release of relocation payment to the tenants by serving written notice stating such rescission on the tenants. In such instance, the relocation payment shall be released to the landlord. Subsequent to the release of any relocation payment to the tenants, the landlord may rescind the notice of termination of tenancy only upon the written agreement of the tenants to remain in possession of the rental unit. If the tenants remain in possession of the rental units after service of a landlord's written notice of rescission of the eviction, the tenants shall provide an accounting to the landlord of the amount of the relocation payment expended for moving costs, return to the landlord that portion of the relocation payment not expended for moving costs, and assign to the landlord all rights to recover the amount of relocation payment paid to third parties. If a rescission

occurs under this Subsection, the tenant(s) shall continue the tenancy on the same terms as before the notice was served.

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

vi. Failure of the landlord to make any payment specified herein shall be a defense to any action to recover possession of a rental unit based upon the landlord's termination of tenancy notice pursuant to this Subsection (13.76.130(A)(8)). In addition, if the tenants of a rental unit have vacated the unit as a result of a notice of termination of tenancy pursuant to this subsection (13.76.130(A)(8)), and the landlord fails to make any payment specified herein, the landlord shall be liable to the tenants for three times the amount of the payment as well as reasonable attorney fees.

(q) A tenant who prevails in an action brought under this Subsection (13.76.130(A)(8)), 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, Board staff shall report to the Board regarding the occupancy status of units possession of which has been recovered pursuant to this Subsection (13.76.130(A)(8)) within the prior 36 months.

(s) If any provision or clause of this Subsection (13.76.130(A)(8)) or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other provisions or clauses, and to this end the provisions and applications of this Subsection are severable.

9. ~~Exemption~~ **Expiration** of Temporary Lease of Owner's Principal Residence. A landlord or lessor seeks in good faith to recover possession of the rental unit for their occupancy as a principal residence, where the landlord or lessor has previously occupied the rental unit as their principal residence and has the right

to recover possession of the unit for their occupancy as a principal residence under an existing rental agreement with the current tenants.

10. 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 Subsection 13.76.130(A)(6)(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 Tenancy.* A landlord's failure to specify just cause as listed above in subsections 1 through 10 of Section 13.76.130(A) 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 13.76.130(A)(6), 13.76.130(A)(7), or 13.76.130(A)(10), 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, no later than three business days 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*. This section shall be limited to 1) parcels that contain ten or more rental units; and 2) parcels that contain between one and nine rental units, so long as the rental units are managed by a property management company as defined by Board regulation.

Tenants of such 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.

Once established, a Tenant Association shall remain eligible for the rights conferred by this Section even if a property management company no longer manages the rental units.

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~~ **support a petition for a rent reduction.**

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.

3. A tenant may seek injunctive relief on behalf of herself or himself to restrain the landlord from demanding or receiving any rent on the unit until the landlord has complied with the terms of this Chapter.
4. A tenant may file a damage suit against the landlord for actual damages when the landlord receives or retains any rent in excess of the maximum rent allowed under this Chapter. Upon further proof of a bad faith claim by the landlord or the landlord's retention of rent in excess of the maximum rent allowed by this Chapter, the tenant shall receive a judgment of up to \$750 in addition to any actual damages.

B. *For Violation of Eviction Proceedings.* If it is shown in the appropriate court that the event which the landlord claims as grounds to recover possession under Subsection 13.76.130(A)(6), Subsection 13.76.130(A)(7), or Subsection 13.76.130(A)(8) 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 the City Attorney and the Board shall have the separate authority to bring an action for injunctive relief on behalf of tenants seeking compliance by landlords with this Chapter or to restrain or enjoin any violation of this chapter or of the rules, regulations, orders and decisions of the Board.

D. If a tenant fails to bring a civil or administrative action within 120 days from the date of the first occurrence of a violation of this Chapter, the Board may either settle the claim arising from the violation or bring such action. Thereafter, the tenant on whose behalf the board acted may not bring an action against the landlord in regard to the same violation for which the board has made a settlement or brought an action. In the event the Board settles the claim it shall be entitled to retain from any payments made by the landlord, the costs it incurred in settlement, and the tenant aggrieved by the violation shall be entitled to the remainder.

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.

**City Of Berkeley
Rent Stabilization Board**

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5166	Property address: 2315 DWIGHT WAY BERKELEY CA 94704	Transferred: 04/30/2025
Exempt units (as of February 2021): Unit # 301A - COOP - , Unit # 301C - COMM - , Unit # 301B - COMM -		
Owner(s): Berkeley Student Cooperative	Waiver filed by: Executive Director	# of Units: 124
Other Berkeley rental property owned: None		
Late payment/penalty history: 2025-2026 Registration Fee		

Registration Date or Year	Units Requiring Registration at That	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Paid
FY2025-26	ALL	\$41,624.00	10/06/2025	\$41,624.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$41,624.00	\$0.00	\$41,624.00

Penalties Currently Under Consideration

Reason for Penalties: Late payment of registration fees

Registration Date or Year	Unit(s) Registered Late At This Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Due
FY2025-26	124	\$41,624.00	10/06/2025	\$41,624.00	\$0.00	\$41,624.00
Total				\$41,624.00	\$0.00	\$41,624.00

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

Good cause claimed by owner: The Manager reports that the Berkeley Student Cooperative (BSC) assumed management of the building in May 2025, following a 35-year lease to a third-party property management company. Due to this recent transition, BSC believes the notice for the City's rent ordinance registration fee was received after the due date. This property is the only one owned by BSC subject to the registration requirements, and the associated penalty represents an unbudgeted expense.

Recommendation: Staff recommends waiving 50% of the penalties.

Staff Analysis: Owners are responsible for knowing and complying with the requirements of the Rent Ordinance and for maintaining accurate, up-to-date contact information with the Rent Board to receive all

official correspondence.

2000 Center St., Suite 400, Berkeley, CA 94704
TEL: (510) 981-7368 (981-RENT), TDD: (510) 981-6903, FAX: (510) 809-3921
E-MAIL: rent@berkeleyca.gov, INTERNET: rentboard.berkeleyca.gov



Memorandum

DATE: February 25, 2026

TO: Honorable Members of the Rent Stabilization Board

FROM: DéSeana Williams, Executive Director
By: Andrew Chang, Principal Program Manager

SUBJECT: Recommendation to Adopt a Language Access Policy

Recommendation

Staff recommends the adoption of a resolution to adopt an internal Language Access policy and protocols to include the following provisions and initial actions:

1. Create and maintain a page on the Rent Board's website that provides visitors with information on available language services and translated forms and is linked on the front page in a conspicuous location.
2. Immediately translate the most frequently-accessed public forms into Spanish and Simplified Mandarin Chinese and make these publicly available.
3. Include verbiage in Spanish, Simplified Chinese, and Arabic on the front page of all mailings, outreach materials, and petition packets, notifying recipients of available language services.
4. Include non-English-speaking communities and community groups in the Rent Board's outreach work plan, in alignment with the Rent Ordinance's stated purpose to advance housing policies regarding marginalized communities (Chapter 13.76.030).
5. Conduct a bi-annual review of the utilization of language services, community needs, and frequently used forms, and return to the Outreach Committee with findings and recommendations for further action.

Background and Need for Committee Action

On January 9, 2026, the members of the Outreach Committee discussed initial considerations for a Language Access Policy and requested staff to conduct further research and provide a cost estimate for the initial translation of all Rent Board Forms.

On January 28, 2026, the Outreach Committee received the results of staff's research, discussed potential policy considerations, and requested staff to return with a

recommendation to address the requested points of discussion, including identification of five most frequently-used forms by the public, and proposed policy guidelines to be included in a Language Access policy.

Rent Board staff have identified the following documents as immediate priorities for translation:

1. Petition Filing Rules
2. Tenant Petition for Individual Rent Adjustment and Schedules A-D
3. Petition to Establish Tenant Association
4. Landlord Petition
5. Mediation Request Form

Financial Impact

Translation of the most frequently used documents into Spanish and Mandarin Chinese will require an upfront investment in document translation services. Staff has requested a detailed estimate from Language Line for Spanish and Mandarin Chinese translation and WCAG compliance services for both Spanish and Chinese documents. Based on established rates this one-time cost is estimated at approximately \$5,000.

Future costs may vary annually depending on identified needs for translation of forms and other documents, as well as the specific services utilized.

Contact Person

For questions regarding this item please contact Andrew Chang, Principal Program Manager, at achang@berkeleyca.gov or at (510) 981-4947.

Attachments

1. Resolution 26-15
2. DRAFT Language Access Policy

RESOLUTION 26-15

ADOPTING A LANGUAGE ACCESS SERVICES POLICY

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

WHEREAS, the Board is an independently governed, fee-funded public agency responsible for administering the City’s rent stabilization and housing programs; and

WHEREAS, the Board operates separately from other City departments and is not subject to the Berkeley City Council, the Mayor, or the City Manager's control with respect to its internal policies and financial governance; and

WHEREAS, the Board seeks to increase accessibility to limited English proficiency individuals and communities in the City of Berkeley, in alignment with the Purpose stated in Chapter 13.76.030 of the Rent Stabilization Ordinance, to advance the housing policies of the City with regard to marginalized communities and persons with disabilities.

NOW, THEREFORE, BE IT RESOLVED that the City of Berkeley Rent Stabilization Board hereby adopts the attached Language Access Policy which directs staff to take immediate actions to improve accessibility to Rent Board services and information for limited English proficiency individuals and communities;

BE IT FURTHER RESOLVED that the Language Access Policy establishes protocols and guidelines for the ongoing evaluation and further improvement of the Rent Board’s language access services;

BE IT FURTHER RESOLVED that the Language Access Policy shall govern the external communications protocols and practices of the Rent Board and shall be implemented through the annual budget; and

RESOLUTION 26-15

ADOPTING A LANGUAGE ACCESS SERVICES POLICY (Page 2)

BE IT FURTHER RESOLVED that the Executive Director is authorized to administer the Operating Reserve Policy consistent with its terms and to report on reserve levels and any reserve use as required by the policy.

Dated: March 23, 2026

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

YES:

NO:

ABSTAIN:

ABSENT:

Soli Alpert, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



Rent Stabilization Board Language Access Policy

Policy title: Language Access Policy

Adopted by: Rent Stabilization Board

Effective Date: March 23, 2026

Applies to: All Rent Board Units

Responsible Parties: Executive Director; Outreach & Accessibility Committee (review); Full Board (oversight)

I. Purpose

The purpose of the Language Access Policy (Policy) is to establish standards and procedures for providing equal access to Rent Board services to all its clients, including those who primarily speak languages other than English, in alignment with the purposes stated in the Rent Stabilization Ordinance.

II. Definitions

As used in this Policy, the following items shall have the following meanings:

- “Agency” refers to the Rent Stabilization Board.
- “Bilingual Employee” refers to Rent Board employees proficient in a non-English language and receiving a Bilingual Premium pay differential.
- “City” refers to the City of Berkeley.
- “Required Languages” refers to the non-English languages defined in Section III of this Policy.
- “Policy” refers to the Language Access Policy.

III. Designated Languages

Services and materials identified by the Executive Director shall be provided in Spanish, Simplified Mandarin Chinese, and Arabic. Services in other languages shall be provided only upon request.

IV. Document Translation & Over-the-Phone Translation

The Agency shall utilize the City’s established on-call contract with Language Line for Document Translation & Over-the-Phone Conversational Translation Services. Should

this contract become unavailable, the Executive Director may procure these services independently.

The Agency shall regularly review usage of literature and forms and provide translation of the most frequently-used or frequently-requested forms into the Required Languages.

The Agency shall provide document translation upon client request, in languages available through Language Line that are not part of the Required Languages.

The Agency shall provide Over-the-Phone translation services upon request for Counseling, Mediation, and Hearings.

V. Communications & Community Outreach

The Agency shall include verbiage in the Required Languages on the front page of all mailings, outreach materials, and petition packets, notifying the recipients of available language services.

The Agency shall create a dedicated page on its public-facing web site that includes information on available language services including translated literature and forms. This page shall be linked on the front page of the Agency web site in a conspicuous location.

The Agency shall include outreach to non-English-speaking communities and community groups in the Rent Board's annual outreach work plan.

VI. Approval and Governance

The Rent Stabilization Board has sole authority to adopt, amend, and oversee this Language Access Policy. The Executive Director shall be responsible for implementing and monitoring compliance with the Policy and shall update the Outreach & Accessibility Committee and the full Board on a bi-annual basis.



DATE: March 23, 2026

TO: Honorable Members of the Rent Stabilization Board

FROM: The Outreach Committee By: Commissioner Vanessa D. Marrero. Sponsored: Commissioner Alfred Twu

SUBJECT: Recommendation to adopt Resolution Advancing Justice: Ensuring Access and Inclusion for All

Recommendation

The Outreach Committee recommends that the Board adopt Resolution Advancing Justice: Ensuring Access and Inclusion for All, which affirms the Berkeley Rent Stabilization Board's commitment to accessibility and inclusion within the organization and emphasizes the inherent rights of its tenants, landlords, and individuals with disabilities. It aligns with our mission to regulate residential rent increases in the City of Berkeley, protect against unwarranted evictions, and ensure compliance with rental housing policies that support vulnerable populations.

Background

In the City of Berkeley, the rising costs of living and housing have created significant challenges for many residents, particularly low- and fixed-income individuals, students, marginalized communities, and persons with disabilities. As housing costs continue to escalate, the threats of unwarranted rent increases and evictions have become increasingly prevalent, jeopardizing the stability and security of vulnerable populations within our community.

The Rent Stabilization Board plays a crucial role in regulating residential rent increases, ensuring that housing remains affordable and accessible for all residents. This

responsibility is particularly critical in the face of growing economic disparities that disproportionately impact marginalized and underserved communities. Lack of affordable housing not only threatens the livelihoods of residents but also undermines the diversity and vitality of our neighborhoods.

Currently, many residents are facing the dual pressures of stagnant wages and rapidly rising rents, leading to potential displacement and a loss of long-term community members. This situation is further exacerbated for individuals with dynamic disabilities, who may require additional support and resources to maintain their housing stability.

Moreover, our organization acknowledges the urgent need to address systemic inequities within the housing market that prevent equal access to safe and affordable housing. Implementing policies that promote accessibility, inclusivity, and support for all community members is not merely a matter of housing policy; it is fundamentally about human rights, justice, and dignity.

The need for action from the Rent Stabilization Board is clear:

1. **Preserving Affordability:** Rent stabilization measures are essential to prevent excessive rent increases that threaten to displace tenants and destabilize our communities.
2. **Preventing Displacement:** Taking proactive steps to protect vulnerable populations from unwarranted evictions is essential to fostering a fair and just housing landscape.
3. **Enhancing Inclusion:** A commitment to accessibility ensures that the needs of all community members, especially those with disabilities and language barriers, are met by the policies enacted by the Board.
4. **Promoting Equity:** By implementing fair housing policies, we can work towards rectifying systemic injustices and creating an equitable environment for all residents.
5. **Facilitating Community Resilience:** Stabilized rents contribute to community resilience, allowing families to thrive and contribute positively to their neighborhoods.

The resolution highlights the essential need for structured accessibility to services and resources, acknowledging that a lack of such structure silences voices and undermines principles of inclusion and equality crucial to our democracy.

Key commitments include:

Recommendation Advancing Justice Ensuring Access and Inclusion

1. **Accessibility Enhancements:** Strengthening efforts to ensure all individuals, particularly those with dynamic disabilities, have full access to organizational activities.
2. **Language Services:** Providing necessary translation and interpretation services to support diverse language speakers.
3. **Direct Access:** Ensuring that all stakeholders, including individuals with disabilities, can directly access services and resources, promoting collaboration and inclusion.
4. **Technology Investment:** Integrating assistive technologies to facilitate communication and resource retrieval for individuals with disabilities.
5. **Resource Availability:** Establishing systems for easy access to materials and necessary resources.
6. **Training and Awareness:** Implementing training programs for staff to enhance their understanding of accessibility and inclusion.
7. **Monitoring and Evaluation:** Creating frameworks for ongoing assessment of initiatives to ensure effectiveness and improvement.

This resolution seeks to create an inclusive environment and strengthen the impact of our mission, ensuring every community member is valued and empowered. By implementing this board action, we can align our strategies with our mission to advance housing policies that meet the needs of all residents, guaranteeing everyone a safe, stable, and affordable home.

Financial Impact:

At this time, the resolution does not appropriate funds or authorize new expenditures. Any future operational, technology, training, or translation costs associated with implementation would be subject to existing budget authority, funding source restrictions, and Board approval as part of the normal budget process.

RESOLUTION 26-13

ADVANCING JUSTICE: ENSURING ACCESS AND INCLUSION FOR ALL

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

WHEREAS, our mission is to regulate residential rent increases in the City of Berkeley, protect against unwarranted rent increases and evictions, and provide a fair return to property owners; and

WHEREAS, our Board works to ensure compliance with legal obligations relating to rental housing and to advance the housing policies of the City with regard to low- and fixed-income persons, marginalized communities, students, persons with disabilities, and older adults; and

WHEREAS, our board embraces the principles of disability justice—intersectionality, accessibility, equity, and community empowerment—acknowledging that every tenant, landlord, commissioner, and individual with a disability possesses the inherent right to direct access to necessary services and resources; and

WHEREAS, failure to uphold these principles perpetuates societal inequities and marginalizes those who are already underserved and underrepresented; and

WHEREAS, it is paramount to ensure that all communication, services, and resources are not only accessible but also inclusive to everyone, especially those requiring translation and interpretation services; and

WHEREAS, this commitment pays homage to our diverse community and is vital for genuine engagement and participation across all sectors of our society; and,

WHEREAS, we recognize the transformative power of technology and direct access to resources in uplifting individuals who speak languages other than English and those with dynamic disabilities; and,

NOW, THEREFORE BE IT RESOLVED by the Rent Stabilization Board that by dismantling systemic barriers that create silos within the monolingual and disability community, we can foster a culture of collaboration and interconnectedness that strengthens our collective advocacy for justice.

1. Acknowledgment of Accountability: A lack of structure, capacity, and implementation stifles access and inclusion, silencing the voices of individuals with disabilities. This failure threatens the very principles of equity and justice that are essential to the vitality and health of our democracy, compelling us to act decisively and responsibly.

RESOLUTION 26-13

ADVANCING JUSTICE: ENSURING ACCESS AND INCLUSION FOR ALL (Page 2)

2. **Accessibility Commitment:** The board commits to robustly enhancing accessibility and inclusion efforts, ensuring that individuals who speak other languages than English and people with dynamic disabilities have full and equitable access to all organizational activities and resources. This commitment will be grounded in collaboration and ongoing dialogue with impacted communities.

3. **Language Services:** The board will actively provide comprehensive translation and interpretation services to support individuals who communicate in languages other than English. Hiring qualified interpreters and translating key documents will ensure that no individual is left unheard or uninformed.

4. **Inclusive Access:** All tenants, landlords, commissioners, and individuals who speak another language other than English and those people with dynamic disabilities shall have direct, unhindered access to organizational services and resources. This approach fosters solidarity, collaboration, and mutual respect among all community members, reinforcing our shared humanity.

5. **Technology Integration:** The board will make strategic investments in technology that promotes meaningful accessibility for individuals with disabilities. This will include assistive devices, software, and tools that facilitate efficient communication and easy access to resources.

6. **Resource Availability:** The board will guarantee that materials, stipends, and other essential resources are not only readily accessible but also customized to the diverse needs of our community members, enabling empowerment and self-sufficiency.

7. **Training and Awareness:** All staff members will undergo comprehensive training that deepens their understanding of accessibility and inclusion. This initiative will ensure that all personnel are equipped to effectively serve individuals with diverse needs and are committed to fostering an inclusive environment.

8. **Monitoring and Evaluation:** The organization will establish a robust framework for monitoring the effectiveness of these initiatives, emphasizing accountability, transparency, and continuous improvement to adapt to the evolving needs of the community.

BE IT FURTHER RESOLVED, this resolution shall take effect immediately and be communicated to all staff and stakeholders, promoting widespread awareness and collaborative efforts in achieving these vital commitments.

RESOLUTION 26-13

ADVANCING JUSTICE: ENSURING ACCESS AND INCLUSION FOR ALL (Page 3)

Dated: March 23, 2026

Adopted by the Rent Stabilization Board by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Soli Alpert, Chair
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



Memorandum

DATE: March 23, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

By: Andrew Chang, Principal Program Manager and Lief Bursell, Principal Planner

SUBJECT: Data System Project Update – March 2026

Recommendation

Receive and file the status report from staff relating to the ongoing Data System Project.

Discussion

This memorandum provides a status update on the ongoing Data System Project being undertaken by Rent Board staff, including milestones reached and work completed to date as well as projected next steps and timeline.

In 2020, the Rent Board replaced its legacy system with what is now the current software platform, provided by 3Di Systems. The agency has exercised its options under the current contract to extend the term through September 2027. In accordance with governmental procurement best practices, the agency has issued a Request for Proposals (RFP) to solicit proposals from qualified vendors to provide a modern, modular, and user-friendly platform that includes core Rent Board functions including property registration, tenancy tracking, case management and CRM functions, document management, public communication, and financial services. In addition to following best practices, staff have identified several ongoing challenges with the current system that serve as drivers and priority needs to be addressed by the new system.

The agency launched the project in October 2025 and formed a cross-functional Project Committee which utilizes a modified Agile project management methodology. Throughout the months of October and November, the subcommittee identified goals and objectives for a new system; identified desired modules; and updated the detailed functional and technical requirements for the new system.

To further inform the solicitation, staff formed a Stakeholder Engagement Subcommittee which developed and ran a survey geared toward tenants and landlords, to assess

satisfaction with the current system and identify use cases and pain points encountered by both user groups. The survey generated extensive qualitative feedback, with respondents highlighting challenges with the current Registry's usability and interface, particularly regarding navigation and the accuracy of displayed information.

Both tenants and landlords reported difficulty navigating the system, particularly with address searches, account access, and updating unit or tenancy information. Users also noted that the Registry's underlying data often contains errors or outdated information, which has led to confusion regarding rent ceilings, tenancy histories, and property characteristics. Tenants also emphasized the importance of better education about rent regulations and Registry functions, while landlords commonly requested streamlined processes, improved payment options, and tools that accommodate property managers or multi-user access to better reflect the operational needs of rental businesses.

The feedback aligns with the goals established by the Project Committee and helped inform the functional and technical requirements included in the RFP. A modernized system will need to prioritize data accuracy, user-centered design, robust support features, and more efficient workflows to address the issues identified by survey respondents.

Project Status & Next Steps

The RFP was made public on January 20, 2026. Staff hosted an optional Pre-Bid Conference for bidders on January 28, 2026, and proposals were due February 18, 2026. Four qualified bidders submitted complete proposals to the agency by the February 18th deadline.

The Selection Committee is evaluating narrative proposals and aims to select a vendor by early April 2026, and will bring forward a recommendation to the Board to authorize a contract with the selected vendor. Concurrently, the cross-functional Integrations Committee is reviewing internal workflows and identifying points of potential integration between internal and external modules and will produce a report to be transmitted to the selected vendor during the development phase, ensuring alignment between system design and agency business practices.

Once the contract has been executed, staff anticipates a project kickoff in June with the vendor for the Development phase of the Data System Project. Development will continue throughout the year, with the objective of launching the system in time for the 2027-28 Registration Cycle, slated to open in April 2027.

Financial Impact

The Rent Board has budgeted funds in reserve in from Fiscal Year 2025-26 to initiate the project and has included the estimated budgeted expenditures associated with the project in the development of the FY 26-27 Fee and Budget.

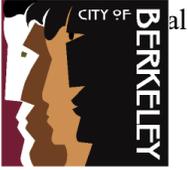
Once the Board authorizes the Agency to enter a contract with the selected vendor, staff will monitor ongoing expenditure and return to the Board with recommended budget actions if necessary.

Contact Person

Questions regarding this subject can be directed to the Project Managers: Andrew Chang, Principal Program Manager, and Lief Bursell, Principal Planner.

Attachments

1. RFP 26-11777-C
2. Data System Project Update Presentation



Finance Department
General Services Division

REQUEST FOR PROPOSALS (RFP)
Specification No. 26-11777-C
FOR

**BERKELEY RENT STABILIZATION BOARD COMPREHENSIVE RENTAL INFORMATION AND
HOUSING SERVICES MANAGEMENT SYSTEM**
PROPOSALS WILL NOT BE OPENED AND READ PUBLICLY

Dear Proposer:

The City of Berkeley is soliciting written proposals from qualified firms or individuals to implement, operate and maintain a comprehensive modern data system and CRM solution that links all aspects of Rent Stabilization Board work including property and unit registration, housing counseling, mediation, petitions and hearings, planning, finance, data analysis/reports, workflow management and online services. This RFP is not an Invitation to Bid (ITB) and although price is very important, many other factors will be evaluated to select the most-qualified vendor.

The project scope, content of proposal, and vendor selection process are summarized in the RFP (attached). **Proposals must be received no later than 2:00 pm, on Wednesday, February 18, 2026**. Proposals are to be sent via email with the “**Specification No. 26-11777-C** and “**Comprehensive Rental Information and Housing Services Management System**” clearly indicated in the subject line of the email. Please submit one (1) PDF of the technical Proposal with the filename saved as, “**Proposal: Vendor Name - YY-#####, Berkeley Rent Stabilization Board Comprehensive Rental Information and Housing Services Management System.**” Corresponding pricing proposal shall be submitted as a separate document with the filename saved as, “**Pricing: Vendor Name - YY-#####, Comprehensive Rental Information and Housing Services Management System.**”

Email Proposals to:

City of Berkeley
Finance Department/General Services Division
Solicitations@berkeleyca.gov

Proposals will not be accepted after the date and time stated above. Incomplete proposal or proposals that do not conform to the requirements specified herein will not be considered. Issuance of the RFP does not obligate the City to award a contract, nor is the City liable for any costs incurred by the proposer in the preparation and submittal of proposals for the subject work. The City retains the right to award all or parts of this contract to several bidders, to not select any bidders, and/or to re-solicit proposals. The act of submitting a proposal is a declaration that the proposer has read the RFP and understands all the requirements and conditions.

For questions concerning the anticipated work, or scope of the project, please contact Andrew Chang, Principal Program Manager, via email at achang@berkeleyca.gov no later than Monday, February 2, 2026. Answers to questions will not be provided by telephone or email. Answers to all questions or any addenda will be posted on the City of Berkeley’s site at [Bid & Proposal Opportunities | City of Berkeley \(berkeleyca.gov\)](http://Bid & Proposal Opportunities | City of Berkeley (berkeleyca.gov)). It is the vendor’s responsibility to check this site. For general questions concerning the submittal process, contact purchasing at 510-981-7320.

We look forward to receiving and reviewing your proposal.

Sincerely,

Henry Oyekanmi

Finance Director

2180 Milvia Street, Berkeley, CA 94704 Tel: 510.981.7320 TDD: 510.981.6903

E-mail: purchasing@berkeleyca.gov Website: cityofberkeley.info/finance/

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1. SUMMARY

The Berkeley Rent Stabilization Board (Rent Board) is soliciting proposals for a Comprehensive Rental Information and Housing Services Management System that will serve as a centralized, cloud-based platform to support the agency’s full range of regulatory and public service functions.

To fulfill its mission of promoting housing stability, equity, and transparency, the agency requires a modern, modular, and user-friendly platform that is highly configurable, modular, and scalable – capable of adapting to evolving legal requirements, policy changes, and operational workflows.

The new system should integrate core Rent Board functions such as rental property registration, tenancy tracking, case management and CRM functions, document management, public communication, financial services such as fee collection and budgetary analysis, and data analytics into a single, user-friendly environment.

The Rent Board seeks a solution that empowers staff to work efficiently and collaboratively to solve problems; enhances service delivery and transparency to landlords, tenants, and other agency clients; and ensures long-term sustainability through interoperability, accessibility, flexibility, and performance.

2. SCHEDULE

Items due must be submitted by 5:00 PM Pacific on the due date unless indicated otherwise. All dates are subject to change; changes to the schedule will be communicated to potential bidders via an addendum to the RFP.

Milestone	Date
RFP Issued to Potential Bidders	January 21, 2026
OPTIONAL Pre-Bid Meeting	January 28, 2026, 9:00am – 10:00 am Pacific <ul style="list-style-type: none">• Zoom Meeting Link: https://us06web.zoom.us/webinar/register/WN_zsCpfI6VRweXwO4EtQb4og• Zoom Webinar ID: 859 1163 6086• Passcode: 053101 Interested vendors must register in advance using the Zoom Meeting Link above.
Questions Due from Potential Bidders	February 2, 2026
Proposals Due from Bidders	February 18, 2026
Anticipated Award of Contract	April 2026 (TBD)
Anticipated Notice to Proceed to Selected Vendor	May 2026 (TBD)

3. BACKGROUND

The Rent Board administers one of the most comprehensive rent regulation programs in California. Established by voter initiative in 1980, the Rent Stabilization and Eviction for Good Cause Ordinance (Ordinance) was designed to address a persistent housing crisis by protecting tenants from excessive rent increases and arbitrary evictions, while ensuring fair returns for property owners. The Rent Board plays a critical role in tracking rental housing trends, limiting residential rent increases, enforcing eviction protections, and supporting low and moderate-income tenants who would otherwise be priced out of Berkeley’s high-cost housing market.

Today, the Rent Board registers and processes registration fees for over 11,000 rental properties citywide and provides a suite of services that housing counseling; legal compliance monitoring; public education; landlord-tenant mediation; and rental housing-related planning and development application review. The Rent Board also coordinates closely with other City of Berkeley (City) agencies to assist with the implementation of other housing programs such as Berkeley’s Short-term Rental Ordinance, the Empty Homes Tax, and Fair Chance Ordinance.

In 2020, the Rent Board selected a new vendor to replace its legacy system with a cloud-based Software as a Service (SaaS) platform intended to integrate its former Rent Tracking System and case management system. The Rent Board's current Rent Registry launched in 2021 and now serves as the Rent Board's primary property database and case management system. The contract with the selected vendor specified a maximum of a 7-year contract term, and the current contract is set to expire in September of 2027.

In accordance with governmental procurement best practices, the Rent Board is issuing this new competitive RFP to solicit the most-qualified vendors to provide this critical technology service and to ensure sufficient development time for a smooth transition to a new system, should a new vendor be selected. This solicitation reflects the Rent Board's ongoing commitment to modernizing its operations and ensuring that its regulatory and service delivery functions are supported by a robust, integrated, and adaptable technology platform.

The Rent Board aims to implement a new system by April of 2027 in time for the fiscal year 2027-2028 registration period, with a 90-day stabilization and knowledge transfer period following completion of all system requirements.

4. **DRIVERS AND NEEDS**

The goal of this project is to replace the Rent Board's current system with a modern, modular, and scalable cloud-based system that supports the full range of the agency's operational, regulatory, and public service functions. The Rent Board's current system was launched in 2021 to consolidate multiple business processes into a centralized, cloud-hosted platform and was designed to manage core agency functions including rent registration, tenancy data tracking, housing counseling, hearings, petition workflows, public inquiries, and financial transactions. While the current system improves on previous systems in several ways, the overall interface and workflow processes are less efficient in many cases and often take more staff time when compared to previous, customized software solutions. Since inception, the implementation has presented several ongoing challenges for Rent Board staff:

- **Limited configurability:** Many workflows are rigid or hard-coded, making it difficult to adjust to new regulations, policies, or procedures without vendor intervention.
- **Integration constraints:** The system does not integrate seamlessly with other tools, such as the City's GIS platform, financial systems, or external data sources.
- **Performance issues:** Staff have experienced slow load times, limited dashboard functionality, and inconsistent system behavior that hinders productivity and public service.
- **Reliance on outside tools:** To supplement the system, staff rely on Property Finder, a custom dashboard tool used to research property and unit data designed for the previous Rent Board system, and are constantly exporting, sorting and filtering both standard and customized reports.

To assess the public user experience, the Rent Board solicited feedback on our current system from Berkeley landlords and tenants. Landlords, who must register their rental properties and pay fees, specifically reported difficulties in the following areas: setting up an account, understanding what they owed in registration fees, and general user friendliness. Landlords desired the following top three additional online services:

1. Book a housing counseling appointment
2. Automatic payments
3. Submit a petition

The system only offers tenants the ability to look up certain property/unit information. For this limited purpose, tenants rated it as adequate, but desired the following top three additional online services:

1. Book a housing counselor appointment
2. Submit a petition
3. Submit a notice that tenancy information is incorrect

User feedback also suggests that the quality of a person's initial experiences with the system is a predictor of future use. For example, landlords who had negative initial experiences expressed a commitment to paper forms and more analogue payment methods going forward despite later system improvements. This underscores the

desire for a System that upon launch allows users to easily and intuitively obtain services from and conduct business with the Rent Board.

Accordingly, the Rent Board seeks a system that is:

- **User-centered**, offering intuitive interfaces for internal users to manage business processes; for clients to interact with the Rent Board and comply with the RSO; and for the general public to understand the Rent Board's work in advancing housing stability, equity, and transparency in Berkeley's rental housing market.
- **Modular, flexible and configurable**, allowing staff to manage and adapt workflows in response to the changing regulatory environment.
- **Cloud-based and secure**, with scalable infrastructure and strong data protection including SOC 2 Type II and ISO 27001 compliance.
- **Integrated**, enabling seamless coordination internally between all Rent Board workflows from rental and property registration, finance and payment processing to housing counselor case management, as well as externally with other City departments and external partners.
- **Accessible and multilingual**, ensuring inclusive service delivery for Berkeley's diverse community.
- **Insightful**, with built-in analytics and dashboards that are customizable to each user, show a clear picture of all activity related to a particular property and ensure data is aligned in order to support accurate data-informed decision making.

The new system must be designed to serve all Rent Board workgroups through a unified platform that enables seamless interoperability between modules and supports cross-functional workflows.

The Rent Board envisions that the new system will:

- Seamlessly integrate with online payment processing.
- Provide staff with easy access to related property documents through a comprehensive document management system.
- Serve as the Rent Board's case management system, rental registry, document management system and CRM.
- Track and report on all payments received, and be able to provide reports, analytics, and dashboards for all Rent Board functions.
- Be configurable and expandable to support changes in business processes, regulatory requirements, and the types of data being collected and tracked over time.

To ensure alignment with broader City infrastructure and strategic goals, the system must integrate effectively with the City's Finance, GIS, and other related IT supported systems. It must also provide multilingual, Web Content and Accessibility Guidelines (WCAG) compliant user interfaces to ensure equitable access for all users, including those with disabilities and those with limited English proficiency.

The platform must deliver measurable performance results, including system uptime of at least 99.95% and average response times of under three seconds for all user-facing functions. A robust document management system is also required to support the secure storage, retrieval, and sharing of case files, forms, and correspondence across departments.

The selected vendor must also support a hybrid of Agile development methodologies that combines the structure of phased development with the flexibility of Agile methodology, and show a commitment to collaborative project management practices, enabling iterative design, stakeholder feedback, and continuous improvement throughout the entire implementation lifecycle.

Lastly, the selected vendor must also provide comprehensive training, support, and documentation to ensure that Rent Board staff can fully utilize the system's capabilities, including role-based training for different user groups and ongoing support for system administrators.

5. EXPECTED SYSTEM OVERVIEW

The Rent Board seeks to bring all of its core business functions under a single modular system that upon full implementation will allow staff to record and update data on rental properties; track and manage their associated rent and tenancy information; track counseling cases associated with properties and individual clients; track and manage workflows for petitions, hearings, and mediations; manage financial functions including fees, billings, and collections; and create and manage these processes with built-in user roles and workflow functionality.

Crucially, because the Rent Board’s regulations and underlying ordinances are subject to future changes, the system must also be able to allow for the creation and integration of new business modules and workflows.

The New System will need to store all data in a single source of data or database, irrespective of its being used by the internal users (Rent Board staff) or the external users (landlords and tenants), to be joined with migrated historical data and user information from the current systems in place. Once the new system is successfully launched, the Rent Board plans to retire its current system and any other auxiliary tools.

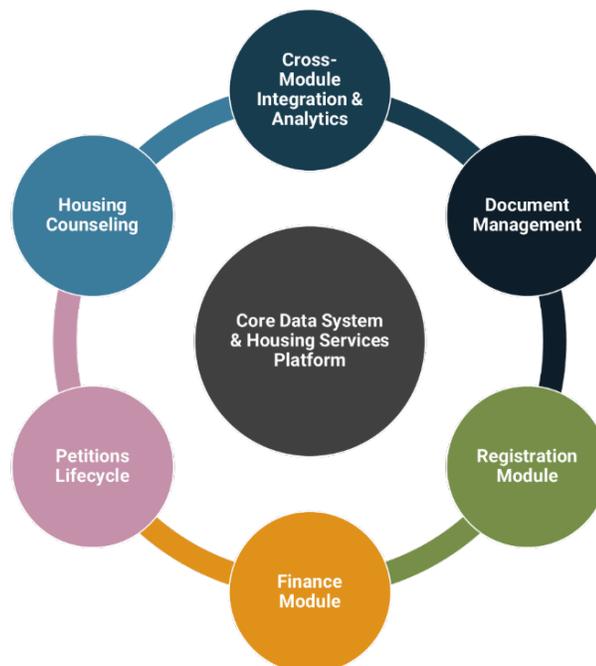
5.1. System Implementation

The Rent Board assumes that this development of the New System will be executed in multiple phases:

- Phase I will consist of New System implementation, during which the Contractor will develop and configure the New System.
- Phase II will consist of acceptance of the New System, during which the Contractor will demonstrate that all the requirements listed in Exhibit A and any new requirements identified during the implementation phase are successfully met.
- Phase III will consist of operation and maintenance of the New System, during which the Contractor will be responsible for ensuring that the New System is always operational and functions without any issues or errors.
- Phase IV will consist of end-of-life support and transition services.

5.2. Required Modules

The following section provides a high-level overview of each of the Rent Board’s desired business modules. Additional details on the desired functions that support the Rent Board’s existing business processes are provided in **APPENDIX A – HIGH LEVEL FUNCTIONAL REQUIREMENTS**. Please note that this is not a substitute for the vendor to conduct a comprehensive **Business Process Analysis** during the development phase to align the Agency’s business needs and the system capabilities.



5.2.1.Registration

The Registration Module should serve as the foundation for recording, maintaining, and updating all rental property and unit registration data, including coverage status, exemptions, rent history, and ownership information. It must support accurate, real-time data entry and retrieval by staff and the public, while ensuring transparency, accessibility, and security. The Registration Module must support the following basic functions:

- Registration Intake & Records Updates
- Property & Unit Records
- Coverage, Exemptions, and Compliance
- Rent History & Adjustments
- Workflows & Case Management
- Reporting & Transparency

5.2.2.Housing Counseling

The Rent Board's Housing Counseling staff aims to provide counseling services that inform the public about tenants' rights and landlord obligations, provide education about the Ordinance and regulations, provide and track referrals to partner agencies, and ensure continuity of service from initial counseling to potential petition filing, all while maintaining continuity and compliance with all privacy standards.

The Housing Counseling Module should provide Housing Counselors with interfaces to track and maintain client cases and detailed case notes; track referrals to external resources; link cases with each other and with associated properties; integrate with other Rent Board modules; and be able to support these functions for over 10,000 cases per year.

The Housing Counseling Module must support the following functions:

- Client Intake & Case Creation
- Counseling Services & Case Notes
- Referrals and External Resources
- Workflow, Escalation, and Case Linking
- Data Management and Reporting

5.2.3.Petition Lifecycle

Petitions are a key component of the Rent Board's regulatory powers, and the agency requires the new system to provide the capability to electronically manage the complete lifecycle of landlord and tenant petitions under the Rent Stabilization Ordinance, from online submission by clients and intake by staff, through scheduling of hearings, determinations, and archival. This needs to be done in a manner that is legally compliant, transparent, and auditable.

The Rent Board also administers a Mediation program subject to many of the same requirements, and the Agency requires a system that provides the capability to track applications and intake of mediation requests; manage internal and external communications; and track associated documentation.

The Petitions Lifecycle Module must meet these standards and include the following components:

- Petition Intake & Submission
- Mediation Intake & Tracking
- Case Assignment & Workflow Management
- Scheduling & Notifications
- Hearings & Determinations
- Communication & Collaboration

5.2.4.Finance

The new system shall provide a comprehensive financial management system that integrates Registration and Petition Lifecycle data and supports the Rent Board's fee-for-service structure by accurately recording,

processing, and reconciling registration payments, penalties, adjustments, and related transactions, and maintains audit-readiness, real-time accuracy, and integration across modules and fiscal years.

The Finance Module should support all the following functions:

- Payment Intake & Processing
- Account Management & Adjustments
- Reconciliation, Reporting, & Auditing
- Integration, Oversight, & Controls
- Advanced Financial Automation & Analytics
- Budget Tracking & Expenditure Reporting

5.2.5.Document Management

The System shall include a robust, fully integrated Document Management System (DMS) that supports the Rent Board's regulatory, petition services, financial, and public-facing operations, as well as historical and current property files. The DMS must allow staff to securely store, organize, retrieve, retain, and disclose documents in a manner that supports daily operations, public records obligations, audits, and legal proceedings.

The DMS may be delivered as a native module of the proposed system or through a tightly integrated third-party platform. Regardless of the approach, the DMS must deliver a unified user experience, consistent permissions, and centralized search within the System. General requirements are described below, with additional detail found in **Appendix A**.

- **Document Organization and Record Linking:** The system shall allow documents to be associated with multiple record types, such as properties, units, owners, tenants, cases, and payments. It must support many-to-many relationships and configurable metadata fields that administrators can modify without vendor assistance.
- **Search, Retrieval, and Usability:** The system shall provide full-text and OCR-based search across all documents, with filters for metadata, record type, date, and tags. It must support bulk upload, drag-and-drop intake, and common file formats like PDF, Word, Excel, and images.
- **Auditability, Versioning, and Legal Defensibility:** The system shall maintain a complete audit trail of document actions and support version control for viewing and restoring prior versions. It must include legal hold functionality to suspend retention for records under litigation or audit.
- **Access Control and Security:** The system shall enforce role-based access controls down to the document level and segregate internal-only documents from public ones. Permissions must be configurable for staff, supervisors, administrators, and external users.
- **Retention, Archiving, and Public Records Compliance:** The system shall support configurable retention schedules and automated workflows for disposition with approval controls. It must generate logs for disposition and destruction to meet audit and compliance requirements.
- **Templates, Output, and Disclosure Support:** The system shall support document templates and standardized outputs for notices, letters, and decisions. It must enable document packages for hearings or disclosures and provide redaction tools or workflows for public-facing records.
- **Performance, Scale, and Integration:** The system shall scale to handle historical archives and ongoing growth without performance degradation. It must integrate with identity management, email, collaboration tools, and external platforms like Microsoft 365, while providing unified access and search.
- **Electronic Signature Support:** Support electronic signatures through native functionality or integration with third-party tools.

5.2.6.Cross-Module Integration and Analytics

The new system shall be designed to support seamless cross-module integration and robust analytics capabilities across all operational areas of the Rent Board.

Cross-Module Integration

The new system must enable data sharing, workflow coordination, and reporting across modules such as Registration, Finance, Housing Counseling, Petitions, DMS, and Analytics. The new system must ensure that:

- All modules operate within a unified platform and share a common data architecture.
- Real-time data synchronization occurs between modules.
- Business rules, user roles, and permissions must be consistently applied across modules.
- Workflow triggers and notifications must be able to span multiple modules (e.g., a petition filing triggering updates in registration and finance modules).

Analytics and Reporting

The system must include built-in analytics tools that allow staff to generate reports, dashboards, and visualizations across modules. Built-in analytic tools must:

- Allow users to create custom reports using filters, date ranges, and data fields from multiple modules.
- Support role-based access to analytics, ensuring that users only see data relevant to their responsibilities.
- Support export to common formats (e.g., Excel, PDF, CSV) and allow for scheduled report generation.
- Provide performance metrics and operational insights, including case resolution times, fee collection rates, property and rental unit status characteristics, and service volume trends.

5.3. Hosting & Data

The Rent Board expects that the proposed system be built using a widely used modern technology stack that is scalable and flexible to the Rent Board's needs.

The Rent Board intends for this system to be hosted on the cloud. The selected Vendor must maintain the hosted cloud and software, or, if proposing to partner with a 3rd-party hosting solution, the Vendor must manage and maintain the 3rd-party hosted solution on behalf of the Rent Board.

5.4. System Security & Integration

The System must provide the capability for Rent Board administrators to define different access levels by user roles and security groups across all modules created. The System must follow nationally recognized data security standards that protect sensitive information and prevent unauthorized access and demonstrate that systems they have developed have zero unresolved material security breaches in the past three years.

The selected system must follow nationally recognized data security standards and comply with and pass all security metrics and requirements governed by the City of Berkeley Information Technology Department. Sample contract language related to these requirements can be found in **Appendix C – Privacy, Security, and Resilience**.

In their response to this RFP, vendors should also provide:

- Specifications for their own privacy and security standards including all relevant security certificates
- Disclosure of any material security incidents within the last 3 years, and describe the nature of the incident remediation steps taken, and current controls. A sample incident response plan

Additionally, the Rent Board prefers a system with the following capabilities:

- Integration with Microsoft Active Directory
- Integration with Microsoft Office 365 applications including Teams, SharePoint, and Outlook-based employee calendar and e-mail services for auto-notification and scheduling purposes.

5.5. Accessibility Compliance

The System must be capable to provide multilingual, WCAG 2.1 Level AA compliant user interfaces to ensure equitable access for all users, including those with disabilities and those with limited English

proficiency. The system should be adaptable to any changes in ADA rules related to the accessibility of web content and mobile applications provided by state or local governments.

6. SCOPE OF SERVICES

The selected vendor (“Contractor”) will be responsible for the full lifecycle delivery of a modern, modular, and scalable data system that meets the strategic goals and functional expectations outlined in the Drivers and Needs and Expected System Overview sections of this RFP. These sections define the Rent Board’s vision for a unified, cloud-based platform that supports all operational, regulatory, and public service functions, and serves as the foundation for long-term modernization and service delivery.

More granular functional requirements defining the Rent Board’s existing business process needs can be found in **Appendix A – High-Level Functional Requirements**. Please note that vendor proposals are **not required** to respond to every single functional requirement listed in Appendix A. These requirements provide information for vendors to understand the detailed workflows the Rent Board currently implements, but are not a substitute for the expected Business Process Discovery & Analysis Phase as outlined in section A of the Scope of Services below.

6.1. Business Analysis

The Contractor shall begin the project with a comprehensive **Business Process Discovery and Analysis Phase** to ensure the proposed system is aligned with the Rent Board’s actual workflows, operational needs, and strategic goals. This phase is foundational and must precede any system design or development activities.

Deliverables:

- **A-1: Business Requirements Document (BRD):** A comprehensive summary of functional needs, workflows, and user expectations.
- **A-2 Functional Specifications Document (FSD):** A detailed mapping of business processes to system features, including data flows, user roles, and integration points.
- **A-3 Process Flow Diagrams:** Visual representations of current and proposed workflows across all modules.
- **A-4 Gap Analysis Report:** Identification of areas where current systems fall short and recommendations for improvement.
- **A-5 Preliminary Data Migration Plan:** Outline of data sources, formats, and strategies for consolidating historical records into the new system.

6.2. System Development

Following completion of the Business Process Discovery and Analysis Phase, the Contractor shall begin full implementation of the New System. This phase includes the design, development, configuration, testing, and deployment of all system modules and components, in alignment with the Rent Board’s validated requirements.

The selected Vendor **must** incorporate the migration of data from the current system and potentially other legacy systems into a single database, ensuring continuity of operations and data integrity. The Contractor shall be responsible for mapping, validating, and importing all relevant data into the New System. The Data Migration Plan and Execution must clearly identify which data categories will be fully migrated, archived for reference, or maintained in a read-only legacy environment.

The System Resiliency Plan (SRP) shall address all activities to achieve reliability and resiliency through high availability, fault tolerance, and disaster recovery, including those that are to be performed to ensure continued operation of each of the dissemination services under disaster failure conditions. Disasters shall include natural and human-made disasters including acts of terrorism.

The Contractor shall create detailed requirements for each of the process areas in the New System and obtain approval from Rent Board staff before implementation. The Rent Board expects the system development and

implementation to be a collaborative process where Rent Board staff actively participate in the design of user and business workflows.

Note that although final versions of these documents are to be delivered to the Rent Board during this phase, they are living documents that may be updated during the operations phase as feature changes occur.

Deliverables:

- **B-1 System Design Document**
- **B-2 UI/UX Wireframes**
- **B-3 UI/UX Final Designs**
- **B-4 Review Environment**
- **B-5 Data Migration Plan & Execution**
- **B-6 System Installation & Production**
- **B-7 Administration Manual**
- **B-8 Acceptance Test Plan**
- **B-9 System Resiliency Plan**

6.3. System Integration, Testing, and Verification

Integrate all modules into a unified platform with real-time data synchronization. Conduct acceptance testing in accordance with the approved test plan. Submit a System Verification Report (SVR) documenting test results and resolution of issues.

Deliverables:

- **C-1 Acceptance testing sessions**
- **C-1 System Verification Review (SVR) within 10 business days of test**

6.4. Training and Knowledge Transfer

Develop and execute a multi-tiered training program tailored to user roles (e.g., end-users, supervisors, system administrators). Deliver training via instructor-led workshops, interactive simulations, and recorded tutorials. Provide a Training Summary Report and conduct formal knowledge transfer sessions.

Deliverables:

- **D-1 Training plan and schedule**
- **D-2 Training materials** (written and video)
- **D-3 Training Sessions**
- **D-4 Training Summary Report**
- **D-5 Knowledge Transfer Completion Report**

6.5. Operational Readiness Review and System Launch

Facilitate an Operational Readiness Review (ORR) to confirm system readiness for launch. Repeat ORR process until Rent Board certifies that all requirements are met, staff are trained, and interfaces are operational.

Deliverables:

- **E-1 ORR certification:** The Contractor shall certify as part of the ORR that all requirements have been validated, all personnel have been trained, all hardware and software are in full operational condition, and all external interfaces are fully operational. Any items that are deemed not ready by Rent Board staff for operational release shall be migrated backward for rework and retesting, and the ORR shall be repeated.
- **E-2 Final readiness checklist**
- **E-3 Final data migration from current system**
- **E-4 New system launch:** Once the New System has been installed and training has been completed, the Contractor shall execute the transition plan and prepare for cutover to the New System.

- **E-5 Post Transition Report:** The Contractor shall conduct the transition activities in the transition plan and provide a Post Transition Report to the Rent Board certifying successful transition and cutover.

6.6. System Operations and Maintenance

Upon acceptance and deployment of the New System, the Contractor shall continuously and comprehensively operate, maintain, and provide continuous improvements to the System for the term of the contract or until such time that the Rent Board notifies the Contractor in writing that the service is no longer needed and can be deactivated or put in a state where operation and maintenance is not required.

Operations shall be segmented into two main categories: 1) Operation and Maintenance; and 2) Continuous Improvement and Ongoing Development.

6.6.1.Operation and Maintenance

The Contractor shall provide ongoing support, maintenance, and performance monitoring. Proactively recommend enhancements and manage system capacity. Respond to issues per service-level agreements (SLAs). The Contractor shall include the operation and maintenance activities outlined below to ensure continuous and optimum operation and performance of the System.

- Proactive and timely application of software upgrades, replacements, and/or modernizations.
- Communications network and systems management, upgrades, replacements, and/or modernizations.
- Data interface/integration management; troubleshooting and repair.
- Customer/user comment-based investigations, corrective actions and reports;
- Required systems and network maintenance, troubleshooting, and repair.
- Documentation management.
- QA/QC of the overall system.
- Performance monitoring.
- Periodic testing and verification of system performance and configuration management.
- Bug fixes.
- Routine preventative maintenance.
- Respond to critical issues per the service-level requirements; and
- Monitor feedback and make adjustments as necessary.

The Contractor shall ensure that all operational procedures are documented in the Operations Manual.

Deliverables:

- **F-1 Ongoing system maintenance**
- **F-2 Monthly system performance reports**

6.6.2.Continuous Improvement and Ongoing Development

The Rent Board anticipates that there will be opportunities and requirements to make improvements and/or develop new services/functionality to either the deployed New System or to design, develop and deploy new services. This section provides the requirements to enable the Rent Board and the Contractor to engage in activities to support improvement and development actions outside of Operations and Maintenance.

Deliverables:

- **F-3 Improvements and New Developments:** The services provided pursuant to this requirement shall be provided on a Time and Material basis upon direction from and approval by the Rent Board.
- **F-4 Updated documentation as needed**

6.7. End-of-Life Support

The System End-of-Life (EOL) will be initiated by the Rent Board to transition from the New System to another system, or to shut the New System down and end the life cycle process. Contractor must prepare system for decommissioning or transitioning to a future platform. Archiving or transferring all data, documentation, and software. Submit a Transition Report certifying completion of all EOL activities.

Deliverables:

- **G-1 Disposition Plan**
- **G-2 Transition Report**
- **G-3 Archived materials**

7. PROPOSER MINIMUM QUALIFICATIONS

Proposals must demonstrate that the firm or team submitting the proposal (“proposer”) meets the following minimum qualifications to be eligible for consideration for this project.

- The proposer must have a minimum of 3 years of experience in development, deployment, operations, and maintenance of rent tracking systems or systems similar in nature with comparable functions.
- The proposer must have a minimum of 3 years of experience in developing solutions using the platform/tool being proposed.
- The proposer must have worked on at least 3 projects in which it provided similar solutions and services within the last 5 years, including at least two or more municipal housing system implementations within this time frame.
- The proposer must demonstrate thorough knowledge of and experience in mapping business processes to system requirements and developing them into functional systems.
- The proposer must demonstrate successful experience in migrating data from old systems to new systems.
- The proposer must provide active system URLs and client references.

8. SELECTION CRITERIA

The Rent Board will convene a selection panel consisting of City staff and subject-matter experts to evaluate and score all submittals. The panel will consider all the below criteria, though not exclusively, to determine the most-qualified vendor.

Criteria	Criteria Description	Percentage
Project Approach	The Proposer’s approach to the project as described in the Work Plan and Qualifications, including Project Methodology, Business Process Analysis, Project Team Structure, risk management and client/stakeholder communications plan.	15%
Implementation Timeline	Does the proposal include an achievable implementation schedule that reflects the phased delivery model outlined in the Scope of Services. The timeline should include major milestones for business process discovery, system configuration, testing, training, and deployment.	5%
Functional Fit & Technical Architecture	How well proposed system supports the Rent Board’s core operational areas, including rental property registration, housing counseling, petition lifecycle management, finance, document management, and cross-module analytics. Evidence system is built on a modern, secure, and scalable architecture that supports modular configuration, cloud deployment, and integration with external systems. Evaluation will consider system stability, maintainability, and the ability to adapt to future policy or operational changes without requiring significant redevelopment.	30%
User Experience & Accessibility	Evaluation will consider interface design, ease of navigation, mobile responsiveness, multilingual support, and compliance with accessibility standards (e.g., WCAG 2.1 Level AA).	15%
Experience & References	Proposer’s demonstrated experience in delivering similar systems for public agencies, particularly rent stabilization programs, housing departments, or regulatory bodies. Proposers should demonstrate familiarity with government operations, compliance requirements, and public-facing service delivery.	10%
Support and Maintenance	How well do proposers describe their approach to post-implementation support, including help desk services, system monitoring, updates, and issue resolution. Preference will be given to vendors offering proactive support, clear service-level agreements (SLAs), and ongoing training and system optimization.	10%
Reasonableness of Cost	Evaluation will consider the total cost of ownership, including initial implementation, licensing, training, data migration, hosting, and ongoing support. Proposers must provide a transparent cost structure that accounts for both one-time and recurring expenses. Cost proposals will be assessed in relation to the value and functionality delivered, not solely on price.	15%
	TOTAL	100%

9. CONTRACT TERMS & REQUIREMENTS

The initial term of the contract(s) will be five (5) years and begin on or about June 18, 2026, and end on June 30, 2031. The Rent Board reserves the unilateral right to extend the contracts for two (2) additional twelve-month, (1) year periods for a total of seven (7) years provided the Contractor satisfactorily meets the City's needs. The Rent Board reserves the right to terminate the contract at any point based on either termination for convenience or default, as explained below.

9.1. Ownership of System/Code/Database and other relevant material

If the proposed software will be developed specifically for the Rent Board, the source code must be fully documented, modularized and commented on, and provided to the Rent Board. Regular source code reviews will be required between the selected vendor and the Rent Board, and upon project completion, the Vendor must provide the Rent Board with complete access to the source code and documentation of all source code developed for the Rent Board under this project.

When this contract is terminated, Contractor agrees to return to the Rent Board the system in a fully operational state, including all code, documents, and other written or graphic material, however produced, that it developed or received from the Rent Board, its Contractors, or agents, in connection with the performance of its services under this contract.

Contractor grants the Rent Board a royalty-free, exclusive and irrevocable license to reproduce, publish, use and to authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, diagrams, charts, computations, drawings, and other works of similar nature produced in the course of the performance of this contract. Contractor shall not share or publish any such material without the prior written agreement of the Rent Board.

With the prior written approval of the Rent Board's Executive Director, the Contractor may use its work for reference and as documentation of its experience and capabilities.

9.2. Termination for Convenience

The Rent Board may, by written notice to the Contractor, terminate this contract in whole or in part at any time, for the Rent Board's convenience. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Rent Board all system, data, reports, summaries, and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this Contract, whether completed or in process. Termination of this Contract shall be as of the date of receipt by the Contractor of such notice.

Contractor shall submit a final invoice within 60 days of termination, which shall include work completed prior to the effective date of termination and other costs reasonably incurred by the Contractor to implement the termination. The Rent Board shall review and determine the reasonableness of the charges included in the termination invoice.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this section. Payment to the Contractor in accordance with this section shall constitute the Contractor's exclusive remedy for any termination hereunder.

9.3. Termination for Default

The Rent Board may, by written notice to the Contractor, terminate this contract in whole or in part at any time because of the failure of the Contractor to fulfill its contractual obligations. This termination shall be deemed as a Termination for Default. Upon receipt of such notice, the Contractor shall: (a) immediately discontinue all services affected (unless the notice directs otherwise), and (b) deliver to the Rent Board all system, data, reports, summaries, and such other information and material as may have been prepared or developed by the Contractor or its Subcontractors in performing this contract, whether completed or in process. Termination of this contract shall be as of the date of receipt by the Contractor of such notice.

The Rent Board may take over the work and complete the work by Contractor otherwise. In such case, the Contractor shall be liable to the Rent Board for any reasonable costs or damages occasioned to the Rent

Board thereby. The expense of completing the work, or any other costs or damages otherwise resulting from failure of the Contractor to fulfill its obligations, will be charged to the Contractor and will be deducted by the Rent Board out of such payments as may be due or may at any time thereafter become due to the Rent Board. If such costs and expenses are in excess of the sum which otherwise would have been payable to the Contractor, then the Contractor shall promptly pay the amount of such excess to the Rent Board upon notice of the excess so due.

If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of the Rent Board.

If in the Rent Board's reasonable judgment a default can be cured, the Rent Board may issue a Cure Notice to the Contractor. If the Contractor fails to cure the default within five (5) days or commence and complete the cure in accordance with such additional time limits as may be described in the Cure Notice, the Rent Board may terminate for default.

The Contractor shall not be entitled to anticipatory or consequential damages as a result of any termination under this Article. Payment to the Contractor in accordance with this Article shall constitute the Contractor's exclusive remedy for any termination hereunder.

10. SUBMISSION REQUIREMENTS

The proposal shall be limited to **70 pages**, exclusive of resumes, sample documentation, certifications, cost proposal, and documentation of financial standing. Front and back covers and the table of contents are not counted toward the page limit. Submissions must be submitted in .PDF format and emailed to:

City of Berkeley
Finance Department/General Services Division
Solicitations@berkeleyca.gov

10.1. Cover Letter

(2 pages maximum)

A brief cover letter introducing the firm, identifying the primary contact, and confirming the proposer's intent to be bound by the proposal.

A transmittal letter signed by an official authorized to solicit business and enter into contracts for the firm and containing the name and telephone number of a contact person, if different from the signatory. Indicate whether there are any conflicts of interest, actual or apparent, that would limit the proposer's ability to provide the requested services and describe the plan for mitigating such conflicts. Acknowledge the receipt of this RFP and any addendum to the RFP. Indicate that the proposal is a firm offer to enter into a contract to perform work related to this RFP for a period of 180 days from the due date for proposals or from the best and final offer (BAFO), if applicable.

10.2. Title Page & Contractor Identification

A title page that includes the RFP subject, the name of proposer's firm, the firm's principal place of business (see section VII, F. – Local Vendor Preference), the name and telephone number of the contact person. Contact person's email address, the company tax identification number, and the date.

10.3. Table of Contents

(2 pages maximum)

A table of contents that includes a clear identification of the material by section and page number.

10.4. Executive Summary

(5 pages maximum)

A concise overview of the proposed solution, highlighting how it addresses the Drivers and Needs and Expected System Overview.

This section should clearly convey the proposer's understanding of the nature of the work and the general approach to be taken and identify any specific considerations. It should include, but not be limited to, the following:

1. A summary of proposed approach, platform, and solution being proposed, including how it addresses the current challenges being faced by the Rent Board; and
2. The assumptions made in selecting the approach.

10.5. Work Plan

(30 pages maximum)

A detailed plan describing how proposer will perform tasks outlined in the Scope of Services. The work plan must include:

- A phase implementation timeline with key milestones, deliverables, and dependences.
- A description of the proposed approach to business process analysis, system configuration, testing, training, and system launch.
- Reference to processes related key deliverables expected during implementation, including Business process discovery and analysis, system design and configurations, data migration, user acceptance testing, training and knowledge transfer, operational readiness and system launch, and End-of-life Transition.
- Identification of project team roles and responsibilities for the entire life span of the project.
- A strategy for stakeholder engagement, sprint reviews and feedback integration.

This section should present a work plan for the tasks described in the Scope of Services. The proposed work plan should:

1. Discuss how the proposer will perform the identified tasks. Identify the deliverables and propose a schedule. The proposal should discuss the tasks in sufficient detail to demonstrate a clear understanding of the project and component tasks. The proposal may include additional tasks or sub-tasks the proposer believes are necessary to accomplish the project goals. The schedule should show the expected sequence of tasks, subtasks, and milestones.
2. Provide a staffing plan for each task. Provide an organizational chart that shows roles and responsibilities of key personnel and the reporting structure, including reporting and communication relationships between the Rent Board, proposer staff, and Subcontractors, if any.
3. Describe the approach to managing resources and maintaining quality results. Include a description of the role of any Subcontractors, their specific responsibilities, and how their work will be supervised to maintain quality results.
4. Identify and explain any problem areas and/or potential obstacles (such as maintaining schedule, budget overruns, feasibility, etc.) to successful completion of the Scope of Services. Discuss methods, formal and informal, that you will use to track and resolve these problems/obstacles during the project.

10.6. Functional and Technical Response

(10 pages maximum)

A narrative and/or matrix describing how the proposed system meets the functional and technical requirements outlined in the RFP, including cross-module integration, analytics, document management, accessibility, and interoperability.

Proposers shall also include information regarding the Privacy, Security, and Resilience requirements including the following:

- Specifications for their own privacy and security standards including all relevant security certificates

- ❑ Disclosure of any material security incidents within the last 3 years, and describe the nature of the incident remediation steps taken, and current controls.
- ❑ A sample incident response plan

10.7. Support and Maintenance

(5 pages maximum)

A description of post-launch support services, including help desk operations, service-level agreements (SLAs), system updates, and ongoing training.

10.8. Accessibility and User Experience

(5 pages maximum)

A description of how the system meets accessibility standards (e.g., WCAG 2.1), supports multilingual users, and provides an intuitive experience for staff and the public.

10.9. Qualification and References

(20 pages maximum)

Describe the firms on the team (including the prime Contractor, Subcontractors, and/or joint venture partners), including location of offices and headquarters, number of employees, number of years in business, number of years the firm has been profitable, and areas of business. Describe the roles of the Subcontractors, their specific responsibilities, and how their work will be supervised and coordinated. Describe where the firms on the team have worked together before, if applicable.

Describe the proposed team's qualifications to meet or exceed the requirements set forth in Section 6 (Proposer Minimum Qualifications) of this document. Identify the personnel, including Subcontractors' personnel, whose expertise or experience addresses each of the specified needs. Describe how the firms that compose the proposer team will distribute the work and deliver the system. Proposers are welcome to identify and provide examples of any other qualifications they feel are critical to the successful completion of the Scope of Services. Resumes and sample documentation are excluded from page count.

1. Identify **key personnel** (including Subcontractor personnel) and briefly discuss individual qualifications to perform each task. Key personnel resumes should be provided in an appendix and should not exceed two pages each. Identify which staff will be local and which will be based outside of the San Francisco Bay Area.
2. Provide a succinct description (one page maximum per project) of **up to five previous projects** similar to the Scope of Services, indicating the project title, duration, your firm's role, the total project budget and your firm's portion, sponsoring agency and sponsor project manager, the contractual relationship with the sponsoring agency, and roles played by individuals proposed for this project. Include the name of the agency for which the work was performed, year performed, name of the contact person and their telephone number.
3. Describe **relevant experience** in providing a similar solution for government or large private sector companies. The proposal shall cite the type of services offered and solutions provided to these customers.
4. Provide **samples of documentation of past software development experience**, including at least one each of the following: Business Process Maps, System Requirements, Software Design, and User Acceptance Test plan. The samples must have been prepared by key members of the proposer's team and should identify the authors. Only one copy of each sample is required, and the samples will be returned (upon prior request only) after proposals evaluation is completed. The samples will be considered in evaluating firm and staff expertise and experience, and written presentation effectiveness. Provide directions to access systems and reports developed by your team in a test environment. If system access cannot be provided, please provide screen captures from the system.
5. Provide a list of references (including references for Subcontractors) and their contact information. References should be California cities or other public sector entities. Provide the designated person's name, title, organization, address, and telephone number, and the project(s) that were completed under that client's direction.

10.10. Contract Terminations

(To be submitted separately – not included in page count)

If your organization has had a contract terminated in the last five (5) years, **describe such incident(s).**

Termination for default is defined as notice to stop performance due to the vendor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the vendor, or (b) litigated and such litigation determined that the vendor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the vendor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the firm has not experienced any such termination for default or early termination in the past five (5) years, so indicate.

10.11. Cost Proposal

(To be submitted separately – not included in page count)

The proposer's cost proposal must include a completed and signed pricing form (provided as a separate spreadsheet), covering the entire Scope of Services. The proposal shall include individual pricing for all services.

The fixed hourly labor rates identified on the form shall include all applicable direct labor costs, labor surcharges (e.g. taxes, insurance, fringe benefits), and indirect costs (e.g. overhead, administrative expense and profit).

Evaluations of price proposals are subject to the local vendor business preference. For the purposes of comparing pricing as part of this competitive RFP for goods up to \$100,000 or non-professional services up to \$250,000, 5% shall be deducted from the bid price proposal from any local Berkeley vendor.

10.12. Financial Standing

(To be submitted separately – not included in page count)

Provide a general description of the firm's financial situation and identify any conditions or circumstances that may impede your ability to complete the project (for example, bankruptcy, pending litigation, planned office closures, impending merger, and potential labor disputes). Either an audited financial statement or a Dun & Bradstreet or similar report shall be included with your proposal. The statement should clearly identify the financial position of your business entity, as well as that of the overall company structure. The date of this statement should cover a period of at least three (3) years and should be dated no more than twelve (12) months prior to the date of the proposal submission.

10.13. City of Berkeley Required Forms

(To be submitted separately – not included in page count)

The following forms are required upon proposal submission by the City of Berkeley and can be found attached to this RFP and referenced in the List of Attachments. Please complete and sign in blue ink.

- Non-Discrimination Requirements Form
- Nuclear-Free Berkeley Disclosure Form
- Oppressive States Form
- Sanctuary City Contracting Ordinance Form
- Living Wage Form *(may be optional)*
- Equal Benefits Certification (EBO-1) *(may be optional)*

11. PAYMENT

Invoices: Invoices must be fully itemized and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. **Email invoices to Shamika Cole, Finance Manager** (List on invoice, Attn: Andrew Chang, Principal Program Manager) and reference the contract number.

Attn: Finance Unit

Rent Stabilization Board

Email: rsbfinance@berkeleyca.gov

Phone: 510-981-4903

Payments: The Rent Board will make payment to the vendor within 30 days of receipt of a correct, approved and complete invoice.

12. CITY REQUIREMENTS

12.1. Non-Discrimination Requirements:

Ordinance No. 5876-N.S. codified in B.M.C. Chapter 13.26 states that, for contracts worth more than \$3,000 bids for supplies or bids or proposals for services shall include a completed Workforce Composition Form. Businesses with fewer than five employees are exempt from submitting this form. (See B.M.C. 13.26.030)

Under B.M.C. section 13.26.060, the City may require any bidder or vendor it believes may have discriminated to submit a Non-Discrimination Program. The Contract Compliance Officer will make this determination. This applies to all contracts and all consultants (contractors). Berkeley Municipal Code section 13.26.070 requires that all contracts with the City contain a non-discrimination clause, in which the contractor agrees not to discriminate and allows the City access to records necessary to monitor compliance. This section also applies to all contracts and all consultants.

Bidders must submit the attached Non-Discrimination Disclosure Form with their proposal.

12.2. Nuclear Free Berkeley Disclosure Form

Berkeley Municipal Code section 12.90.070 prohibits the City from granting contracts to companies that knowingly engage in work for nuclear weapons. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that engages in nuclear weapons work. If your company engages in work for nuclear weapons, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Nuclear Free Disclosure Form with their proposal.

12.3. Oppressive States

The City of Berkeley prohibits granting of contracts to firms that knowingly provide personal services to specified Countries. This contracting prohibition may be waived if the City Council determines that no reasonable alternative exists to doing business with a company that is covered by City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S. If your company or any subsidiary is covered, explain on the Disclosure Form the nature of such work.

Bidders must submit the attached Oppressive States Disclosure Form with their proposal.

12.4. Sanctuary City Contracting Ordinance

Chapter 13.105 of the Berkeley Municipal Code prohibits the City from granting and or retaining contracts with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security (“ICE”).

Bidders must submit the attached Sanctuary City Compliance Statement with their proposal.

12.5. Conflict of Interest

In the sole judgment of the City, any and all proposals are subject to disqualification on the basis of a conflict of interest. The City may not contract with a vendor if the vendor or an employee, officer or director of the proposer's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of the City who influences the making of the contract or has a direct or indirect interest in the contract.

Furthermore, the City may not contract with any vendor whose income, investment, or real property interest may be affected by the contract. The City, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

12.6. Berkeley Living Wage Ordinance

Chapter 13.27 of the Berkeley Municipal Code requires that contractors offer all eligible employees with City mandated minimum compensation during the term of any contract that may be awarded by the City. If the Contractor is not currently subject to the Living Wage Ordinance, cumulative contracts with the City within a one-year period may subject Contractor to the requirements under B.M.C. Chapter 13.27. A certification of compliance with this ordinance will be required upon execution of a contract. The current Living Wage rate can be found here: [Information for Vendors | City of Berkeley \(berkeleyca.gov\)](https://www.berkeleyca.gov/Information-for-Vendors). The Living Wage rate is adjusted automatically effective June 30th of each year commensurate with the corresponding increase in the Consumer Price Index published in April of each year. If the Living Wage rate is adjusted during the term of your agreement, you must pay the new adjusted rate to all eligible employees, regardless of what the rate was when the contract was executed.

12.7. Berkeley Equal Benefits Ordinance

Chapter 13.29 of the Berkeley Municipal Code requires that contractors offer domestic partners the same access to benefits that are available to spouses. A certification of compliance with this ordinance will be required upon execution of a contract.

12.8. Statement of Economic Interest

The City's Conflict of Interest Code designates "consultants" as a category of persons who must complete Form 700, Statement of Economic Interest, at the beginning of the contract period and again at the termination of the contract. The selected contractor will be required to complete the Form 700 before work may begin.

13. OTHER REQUIREMENTS

13.1. Insurance

The selected contractor will be required to maintain general liability insurance in the minimum amount of \$2,000,000, automobile liability insurance in the minimum amount of \$1,000,000 and a professional liability insurance policy in the amount of \$2,000,000 to cover any claims arising out of the performance of the contract. The general liability and automobile insurance must name the City, its officers, agents, volunteers and employees as additional insured.

Insurance Waiver: A situation in which insurance is not necessary is different from a case in which insurance may be waived. An insurance waiver is appropriate where insurance would usually be necessary but when, as a policy matter, the City is willing to take the risk of allowing an uninsured or under-insured individual or business to perform the work (usually when the risk of liability is low). An insurance waiver may be granted only by the Risk Manager in writing with the approval of the City Manager. If a potential bidder expresses an inability to meet the insurance requirement, he or she should be encouraged to contact the Project Manager & Risk Manager for assistance in obtaining insurance.)

13.2. Worker's Compensation Insurance:

A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance.

13.3. Business License

Virtually every contractor that does business with the City must obtain a City business license as mandated by B.M.C. Ch. 9.04. The business license requirement applies whether or not the contractor has an office within the City limits. However, a "casual" or "isolated" business transaction (B.M.C. section 9.04.010) does not subject the contractor to the license tax. Warehousing businesses and charitable organizations are the only entities specifically exempted in the code from the license requirement (see B.M.C. sections, 9.04.295 and 9.04.300). Non-profit organizations are granted partial exemptions (see B.M.C. section 9.04.305). Persons who, by reason of physical infirmity, unavoidable misfortune, or unavoidable poverty, may be granted an exemption of one annual free license at the discretion of the Director of Finance. (See B.M.C. sections 9.04.290).

Vendor must apply for a City business license and show proof of application to Purchasing Manager within seven days of being selected as intended contractor.

The Customer Service Division of the Finance Department located at 1947 Center Street, Berkeley, CA 94704, issues business licenses. Contractors should contact this division for questions and/or information on obtaining a City business license, in person, or by calling 510-981-7200.

13.4. Recycled Paper

Any printed reports for the City required during the performance of the work shall be on 100% recycled paper, and shall be *printed on both sides of the page* whenever practical.

13.5. State Prevailing Wage:

Certain labor categories under this project may be subject to prevailing wages as identified in the State of California Labor Code commencing in Section 1770 et seq. These labor categories, when employed for any "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," constitute a "Public Work" within the definition of Section 1720(a)(1) of the California Labor Code requiring payment of prevailing wages.

Wage information is available through the California Division of Industrial Relations web site at:

http://www.dir.ca.gov/OPRL/statistics_and_databases.html

14. LIST OF ATTACHMENTS

- | | |
|---|--------------|
| • Checklist of Required Submittals | Attachment A |
| • Non-Discrimination/Workforce Composition Form | Attachment B |
| • Nuclear Free Disclosure Form | Attachment C |
| • Oppressive States Form | Attachment D |
| • Sanctuary City Compliance Statement | Attachment E |
| • Living Wage Form | Attachment F |
| • Equal Benefits Certification of Compliance | Attachment G |
| • Right to Audit Form | Attachment H |
| • Insurance Endorsement | Attachment I |

APPENDIX A – HIGH-LEVEL FUNCTIONAL REQUIREMENTS

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APPENDIX A - High-Level Functional Requirements

This Appendix contains a list of high-level functional requirements that reflect the Rent Board's desired functionality based on its current business processes. It is being provided as a useful point of reference for proposers and for the selected vendor, but **is not intended to replace** the requirement to conduct a comprehensive **Business Process Discovery & Analysis Phase** as specified in the RFP.

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GR – GENERAL REQUIREMENTS

GR-01	<p>The Contractor shall host the System using facilities, equipment, software, services, and systems provided by and that are owned by or are under the direct control of the Contractor. If the proposed software will be developed specifically for the Rent Board, the source code must be fully documented, modularized, and commented, and provided to the Rent Board.</p>
GR-02	<p>The proposed System shall built using widely used and modern technology stack that incorporates responsive design and is secure, scalable, and flexible to the Rent Board's needs.</p>
GR-03	<p>The Contractor shall implement and maintain industry-standard security protocols to protect all Personally Identifiable Information (PII) from unauthorized access, use, or disclosure. This includes, but is not limited to, secure transport (e.g., HTTPS/TLS), encrypted storage (at rest and in transit), and access controls.</p> <p>The system shall be designed to prevent exposure of PII through client-side tools (e.g., browser developer tools, JavaScript console, or network traffic). Under no circumstances shall PII be embedded in front-end code, hidden fields, or accessible via browser inspection.</p> <p>The Contractor shall ensure that all system updates, integrations, or deployments undergo regression testing to verify that no existing security controls are broken or bypassed.</p> <p>The system shall support masking, redaction, or anonymization of PII in all exported reports, logs, or data extracts, with configurable options based on user roles and permissions.</p> <p>The Contractor shall conduct regular security audits and vulnerability scans, including random penetration testing at least quarterly, and after any major system update or integration. Results of such testing shall be made available to the client upon request.</p> <p>The Contractor shall maintain a secure software development lifecycle (SDLC), including code reviews, static code analysis, and secure coding practices aligned with OWASP Top 10 standards.</p> <ul style="list-style-type: none"> • Random Testing Clause (optional) • Randomized security testing shall be conducted at least quarterly and after any major system change. Testing shall include: <ul style="list-style-type: none"> • Penetration testing (internal and external) • Code-level vulnerability scans • Data exposure checks (e.g., browser-accessible PII)

	<ul style="list-style-type: none">• Audit of access logs and user permissions• The Contractor shall remediate any identified vulnerabilities within a defined SLA (e.g., critical issues within 5 business days).
GR-04	The Contractor shall ensure that the System is always in full compliance with PCI DSS requirements. The Contractor will be required to provide a Self-Assessment Questionnaire (SAQ) and an Attestation of Compliance (AOC) Form annually. The Contractor will also be required to conduct a quarterly network scan by an Approved Scan Vendor (ASV) (if applicable).
GR-05	The proposed system shall adhere to best practices in cybersecurity. The Contractor shall readily install critical application patches. Critical information such as passwords must always be encrypted, both during storage and transmission. System access to agency functions shall be restricted to the Rent Board office network. External users shall be able to access public functions over the internet only via secured connections.
GR-06	<p>The Contractor shall ensure that the system is fully operational and accessible 24x7, with a minimum system uptime of 99.99%, excluding scheduled maintenance. Uptime shall be measured not only by login availability, but also by the availability and functionality of core system features (e.g., data entry, reporting, integrations, and user workflows).</p> <p>System uptime shall be defined as the period during which users can not only log in, but also perform all critical functions without significant degradation in performance or access to features.</p> <p>Routine maintenance may be performed during the designated window of 10:00 p.m. to 2:00 a.m. Pacific Time, Saturday/Sunday. For any non-emergency maintenance, the Contractor shall submit a request to the Rent Board by the preceding Wednesday, including a description of the change, its purpose, and an assessment of risk and impact.</p> <p>In the event of a critical issue requiring immediate attention (e.g., security vulnerability, data exposure, or system failure), the Contractor may perform emergency maintenance outside the standard window. In such cases, the Contractor must notify the Rent Board as soon as possible, providing a summary of the issue, the action taken, and any expected user impact.</p>

	The Contractor shall maintain a change log and provide post-maintenance reports upon request, including a summary of changes, affected components, and any known issues.
GR-07	The Contractor shall perform all project-related discussions and meetings, in Pacific Standard Time Zone, during normal business hours, 8 a.m. to 5 p.m., Monday-Friday.
GR-08	<p>The proposed system shall support the export of both partial (filtered) and complete datasets by authorized Rent Board staff. Export functionality must include, at a minimum, the ability to download data in both comma-separated values (.csv) and Excel (.xlsx) formats.</p> <p>Exports shall preserve data integrity, include column headers, and reflect any applied filters or search criteria. Users must be able to select specific fields, modules, or records for export. The system shall support both ad hoc (on-demand) and scheduled exports.</p> <p>Exported data must be structured in a format compatible with common data analysis tools and databases. Role-based access controls shall be implemented to ensure that only authorized users can perform data exports.</p> <p>In addition, the system shall support the following advanced export capabilities:</p> <ul style="list-style-type: none"> • Automated Exports: Ability to schedule recurring exports to secure destinations (e.g., SFTP, cloud storage) in CSV format. • Large Dataset Support: Capability to export large datasets (e.g., 100,000+ records) without timeouts, truncation, or data loss. • Audit Logging: All export activity shall be logged and auditable, including user ID, timestamp, dataset exported, and export method. • Historical Data Export: Where applicable, the system shall allow export of historical data snapshots to support audits and time-based reporting.
GR-09	<p>Historical Data Tracking and Auditability</p> <p>The proposed system shall maintain a complete historical record of changes to key data fields, including but not limited to property details, rent amounts, ownership, tenancy status, and other critical records. Data updates shall not overwrite previous values without preserving a timestamped version of the prior data.</p> <p>The system must support the ability to:</p>

	<ul style="list-style-type: none"> • View and report on the state of data as it existed at any specific point in time. • Generate time-based reports that reflect historical values, including the ability to compare current and past data. • Export historical data snapshots, where applicable, to support audits, compliance reviews, and internal analysis. <p>All data changes shall be logged in an audit trail that includes:</p> <ul style="list-style-type: none"> • The user who made the change • The date and time of the change • The original value and the updated value • The affected record or module <p>Historical data must be retained according to the Rent Board's retention policy and must be accessible through both the user interface and export tools. The system shall also provide role-based access to audit logs and historical data views to ensure appropriate data governance.</p>
GR-10	<p>The proposed System shall be compliant with Web Content Accessibility Guidelines (WCAG) Version 2.1, Level AA as required by Title II of the Americans with Disabilities Act.</p>

FR – FUNCTIONAL REQUIREMENTS

A - AGENT INFORMATION

FR-A-01	<p>The system shall allow Rent Board staff to add and update agent information for a property.</p>
FR-A-02	<p>The system shall maintain a historical record of agent information for a property and internal users should be able to look it up.</p>
FR-A-03	<p>The agent management screen at minimum shall allow Rent Board staff to enter/update below listed attributes:</p> <ul style="list-style-type: none"> • Agency name • Representative first name • Representative last name • Representative middle initial • Suffix • Address • Email • Primary Phone number – with extension • Secondary Phone Number

	<ul style="list-style-type: none"> • Preferred mode of contact • Bill receipt preference (email or mail)
FR-A-04	The system shall generate a unique agent code identifier for every agent in the system.
FR-A-05	The system shall create an audit trail any time a change is made to agent information. The audit trail shall be easily accessible to Rent Board users.

BA - BUYOUT AGREEMENTS

FR-BA-01	The system shall comply with the Berkeley Tenant Buyout Ordinance by maintaining data of certain information from tenant buyout agreements and generating a report of that data for public availability.
FR-BA-02	The system shall allow Rent Board staff to enter records of Tenant Buyout Agreements associated with units.
FR-BA-03	The system shall allow for the creation and upload of Tenant Buyout Agreements to the Document Management System
FR-BA-03	The system shall generate data reports for Tenant Buyout Agreements that include the address, fiscal year, total dollar amount, monthly rent, and services.

BAC - BASE RENT/AGA/COMPLIANCE

FR-BAC-01	<p>The system shall track rent histories for all units in RENTED status and for all years the unit was rented and covered under the Rent Stabilization Ordinance. The system shall maintain rent histories regulated by the historical requirements of the Ordinance since its original adoption and track all the following data for each year the unit was for rent:</p> <ul style="list-style-type: none"> • Unit address/designation • Tenancy start date • Initial Rent • Number of Occupants • Services included with rent • Ordinance coverage type.
FR-BAC-02	The system shall be able to update the rent ceilings of all eligible units by the AGA amount in a mass process on January 1 of each year. AGAs are granted as a percentage of the current rent ceiling (e.g. 2.5%). ONLY fully covered units in a RENTED status that are in compliance may be eligible for the AGA annually on January 1.
FR-BAC-03	The system shall grant the AGA ONLY for the following units:

	<ul style="list-style-type: none"> • The unit is on a property that is in compliance with annual registration fee requirements – i.e., there is no positive balance, either in fees or penalties, on the accounts receivable on January 1. • No new tenancy began in the unit during the previous calendar year. For example, when running AGAs on January 1, 2020, the system must automatically deny AGAs for ALL units that had a Vacancy Adjustment (VR filed/initial rent set in any other way) occurring on any date in 2019. • The unit has not had its AGAs restricted through a petition/hearings decision • The unit has not had its AGAs restricted for any other reason.
FR-BAC-04	When applying calculations of annual AGAs, the system shall automatically block all AGAs for units where a vacancy rent adjustment occurred in the previous calendar year.
FR-BAC-05	The system shall block the AGA for all properties with a non-zero balance on the property's accounts receivable on January 1 of each year and for all properties in a Non-Compliant status from a Petition Decision.
FR-BAC-06	Rent Board staff shall be able to manually change individual units to a "non-compliant" status pursuant to a hearing decision so that the AGA will not be granted for that unit even if the unit meets the first two criteria; when the Unit comes into compliance with the hearings decision, Rent Board staff shall be able to switch the unit back to "compliant" status so that AGAs will be granted in the future (but ONLY when the unit is also meeting the first two criteria).
FR-BAC-07	If an AGA is denied due to Accounts Receivable balance owed or due to a Petition/Hearing decision, the system shall offer a description in the rent ceiling history why the AGA was denied. If denied due to a hearing, the description must include the petition number.
FR-BAC-08	The system shall allow Rent Board staff to restore AGAs that were denied for positive AR balance or due to petition upon resolution of either matter.
FR-BAC-09	The system shall automatically recalculate the overall rent ceiling when AGAs are restored and provide a timestamp for the effective date of the restoration of AGA application. For example, if an AGA was denied on January 1 to all units due to positive AR balance on January 1, but the account is resolved on April 15, then the AGA must be able to be restored for all units with an effective date of April 15.

FR-BAC-10	The system shall track rent histories for Partially Covered Units in a way that is unique from the tracking of rents for fully covered units.
FR-BAC-11	<p>Rent histories for Partially Covered Units shall include the initial rent amount and the subsequent current rent amounts as required to be reported annually. This information will be collected annually when the owner is required to pay their fees. NO AGAs will be granted for partially covered units.</p> <p>Owners may record the initial rent for a new tenancy by filing a Tenancy Registration (TR) Form. When a Partially Covered tenancy is recorded, the system shall generate rent validation reports for both the Landlord and Tenant that include the following information.</p> <ul style="list-style-type: none"> • Unit address/designation • Tenancy start date • Initial Rent • Number of Occupants • Services included with rent

BP - BILLING, PAYMENT, & DEPOSIT

FR-BP-01	The system shall allow Rent Board staff to generate and send property bills on pre-defined schedules and on-demand.
FR-BP-02	The system shall allow Rent Board staff to generate property bills for penalty billings based on the timelines and amounts defined by Ordinance and regulations. Currently, the Rent Board generates a July Penalty billing for all owners who have an outstanding balance after the registration deadline; the system should generate notices to these landlords based on the current year fee and offer waivers based on the approved waiver regulations.
FR-BP-03	The system shall allow Rent Board staff to generate property bills for the January Penalty billing. 2) January Penalty billing is generated for ALL owners with a non-zero balance (after January penalty charges have been placed on accounts that have a non-zero fee balance).
FR-BP-04	The system shall allow Rent Board staff to batch generate multiple types of bills including Annual, July Penalty, and January Penalty and on-demand exceptions such as for Partially Covered units.
FR-BP-06	The system shall allow staff to format, generate, and send electronic billing notices to landlord/agent email addresses with details regarding Current Fees, Previous Fees, Penalties, and Credits, and generate downloadable PDFs of bills, invoices, and receipts associated with each landlord/property.

FR-BP-07	The system shall allow Rent Board staff to generate property bills for individual owners and/or for individual properties on an as-needed basis. On-demand bills should have the option to include Unit Status information and Account balance status (including credits).
FR-BP-08	The System shall maintain a running financial ledger for every property ("Accounts Receivable") which must list all charges (fees, penalties, and past-due amounts); list all payments received by Fiscal Year and Registration Year; and display all data in chronological order.
FR-BP-09	The system shall allow Rent Board staff to create bill templates, change the layout and content of the bills by moving and adding data fields to the bill template, and automatically generate bills.
FR-BP-10	The system shall store the property bills in a centralized Document Management System.
FR-BP-11	The system shall allow Rent Board staff to print and email bills in batches for both annual billing cycles and on-demand billing.
FR-BP-12	The system shall have the ability to automatically send payment reminders to users at configured intervals.
FR-BP-13	The system shall track all the revisions made to a bill that was generated for a property. Only bills that are marked as final shall appear in Account Receivable entry.
FR-BP-14	The system shall allow Rent Board staff to track the status of property bills after a bill has been generated.
FR-BP-15	The system shall allow Rent Board staff to record various categories of payments and must be capable of defining and configuring "other payment" by type to align with financial reporting standards. These include miscellaneous fees, relocation payments, and other payments.
FR-BP-16	The system shall allow recording payments received through various on-site payment methods (check, cash, credit card) directly into Accounts Receivable.
FR-BP-17	The system shall allow external users to make payments related to fees online using the public portal. The payments collected shall be reflected in Account Receivables.
FR-BP-18	For payments collected manually or via public portal, the system must record below details: <ul style="list-style-type: none"> • Mode payment was received (in person, by U.S. mail, or e-payment) • Date received

	<ul style="list-style-type: none"> • Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Type of payment (Fee or “Other,” – Note: Only “FEE” payments are applied to Registration Accounts Receivable) • Amount of payment • Person/entity submitting payment (i.e., owner or agent, must autofill from database) • Description of payment <p>When a payment is received, the system must be able to automatically apply defined rules for application of payments to pre-defined fee/penalty types.</p> <p>When payment is recorded manually, user shall be allowed to override the order of payment applied and void payments.</p>
FR-BP-19	The system shall correctly record payments to appropriate budget/accounting code and sub codes.
FR-BP-20	The system shall reflect all payments received by payment type and payment method.
FR-BP-21	The system shall list all the payments collected for a property in chronological order. Rent Board staff shall be able to see all the details related to a payment that was recorded.
FR-BP-22	<p>Upon recording a payment, the system shall assign a receipt number and generate a paper receipt that captures the following information:</p> <ul style="list-style-type: none"> • Property address • Date received • Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Amount of payment • Credits applied • Person/entity making payment (i.e., owner or agent) • Description of payment • Receipt number
FR-BP-23	The system shall allow Rent Board staff to 1) choose to generate/not generate a receipt, 2) designate the number of receipt copies to generate, and 3) save and reprint a receipt in the future if necessary.
FR-BP-24	The system shall allow users to make payments using all major credit and debit cards and e-checks on the public portal.
FR-BP-25	The system shall be integrated with the Rent Board’s current payment processor. The Rent Board will consider an alternate payment

	processor if a lower processing fees and rate structure can be negotiated with the payment processor.
FR-BP-26	The system shall allow Rent Board staff to configure billing accounts for different types of payments using various budget codes provided by the Finance Department.
FR-BP-27	<p>The system shall generate reports that summarize payment receipts and allow staff to run ad-hoc reports. Data for these reports must include the following fields and reports must be able to be generated based on any combination of filters/ranges of this data as well as other registration/property data collected.</p> <ul style="list-style-type: none"> • Property address • Coverage type • Date received • Method of payment (i.e., cash, credit card, check, e-check, e-credit card or e-debit card) • Amount of payment • Person/entity making payment (i.e., owner or agent) • Description of payment • Receipt number
FR-BP-28	The system shall allow user to query the report by any data field, including but not limited to those named in FR-BP-27. When querying by date, the user shall be able to describe a date range. The report shall offer totals for all quantifiable fields.
FR-BP-29	The system shall allow staff to adjust individual payments if a data entry error has been performed (i.e., amount on check differs from amount on receipt, or any other data has been entered incorrectly that would not allow accountant to reconcile receipts with actual payments).
FR-BP-30	The system shall allow staff to create approval and review workflows that allow supervisors to be notified and approve/reject entries if a data entry error is made by Rent Board staff. Error conditions will be identified during implementation of the system.
FR-BP-31	The system shall allow staff to assign a Deposit Number (issued by the City of Berkeley's Finance System) to deposited groups of payments. Once a group of payment has been deposited with Finance System, no additional edits to individual payments shall be allowed.
FR-BP-32	The System shall allow for the creation and definition of a Payment Lifecycle module with separate user roles and workflow paths that

	aligns and integrates with the Rent Board's other accounting/ERP systems.
FR-BP-33	System shall have the capability to define a separate Settlement and Small Claims Collections workflow process that integrates with the Accounts Receivable and Finance module.

C – COUNSELING

FR-C-01	The System shall provide a Housing Counseling case management system accessible by all Rent Board Staff to create cases and store case notes related to issues reported by property owners, tenants, and other clients. Issues include but are not limited to the Annual General Adjustment (AGA) and rent increases to harassment, eviction, and habitability; staff must have the ability to add issues. The System shall suggest existing issues to avoid duplicates.
FR-C-02	The case management system should allow clients the option to request appointments and sign-in electronically via an iPad, or PC computer station, in order to pre-populate case management with customer information.
FR-C-03	<p>The case management screen shall allow Rent Board staff to easily locate a client's information, such as contact and property information from the database, and function to minimize the amount of data entry required by Rent Board staff.</p> <p>The Counseling/Case Management screens shall include the following information:</p> <ul style="list-style-type: none"> • Client Name • Lead Case Counselor • First and Last Contact Date • Property Information • Previous case notes • Communications Form • Next steps choices (that integrate with Finance/Petitions/Registration Modules) • Existing referrals made • Services already offered
FR-C-04	<p>The case management screen shall allow the capturing of the below listed information:</p> <ul style="list-style-type: none"> • Case-Added By (Auto Populated) • Case-Updated By (Auto Populated) • Date and Time Case was Created

	<ul style="list-style-type: none"> • Case Status and assignment date • Client Type (tenant, landlord, attorney, advocate, etc.) • Property Address • Client Phone Number, primary and secondary • Client Email • Issue Type • Description of information/guidance provided by Housing Counselor • Interaction Information (Interaction Type, Length of interaction, Translator Type etc.) • Future Follow-Up Actions (Call, Email, Referral to City or Community Agency)
FR-C-05	<p>The system shall allow Housing Counselors to create call logs for an existing case and to create aggregate reports with below listed information.</p> <ul style="list-style-type: none"> • Case-Added By (Auto Populated) • Case-Updated By (Auto Populated) • Date and Time case was created • Client name • Client type (tenant, landlord, attorney, advocate, etc.) • Property address • Issue Type • Description of information/guidance provided by Housing Counselor • Call Information (Interaction Type, Length of call, Translator Type etc.) • Future Follow-Up Actions (Call, Email, Referral to City or Community Agency, etc.) <p>In addition, the system shall allow Housing Counselors to create custom reports using all the data fields specified above. .</p>
FR-C-06	<p>The system shall allow Rent Board staff to add and remove issue types to the case management screen to update information relating to a single case.</p>
FR-C-09	<p>The system should include an integrated email or messaging system to allow for follow-up or response messages to clients. The system will maintain a record of correspondence that is associated with a particular case.</p> <p>Note: Not a high priority and could be accomplished with Microsoft suite integration; can be included in later phase.</p>

FR-C-10	<p>The system shall have an incident reporting feature that associates with clients (landlords, tenants, agents etc.) and allows for incident note entry (separate from case notes) and the selection of internal flags (see internal flag system). These flags will display whenever staff look up a property or unit associated with a client with an incident. Examples of incident related flags are:</p> <ul style="list-style-type: none"> • Client seen by appointment only • Client can be seen by x staff person only • Refer client to manager and assign to Supervisor Only (SVO) client type • See incident report <p>The flags should have space so staff can add additional comments (e.g.: Flag type: Client seen by appointment only. Note: Call manager immediately if they arrive without an appointment.)</p> <p>A complete list of flags will be provided during implementation of the system.</p>
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CP - COLLECTION PROCESS

FR-CP-01	<p>The system shall allow Rent Board staff to start a collection case for all properties with outstanding fees and penalties. A collection case goes through multiple stages, e.g. an initial collection attempt is made by Rent Board staff to bring the property in compliance and the 6-month penalty amounts are put on hold. This is followed by suing the property owner if the attempt to collect fails, which is followed by the Rent Board placing a lien against the owner.</p>
FR-CP-02	<p>The system shall allow Rent Board staff to record various details related to collection attempts that are conducted for a property with delinquent fees and penalties. The system shall allow Rent Board staff to:</p> <ul style="list-style-type: none"> • Log notes from phone conversation for each collection case by property. • Send and log email that was sent to the property owner or agent. • Create letter(s) that can be sent to the property owner and their agent, if they have one selected.
FR-CP-03	<p>For properties that become compliant by settling their account, the system shall allow Rent Board staff to update the status of the property to remove them from the list of collections cases.</p>

FR-CP-04	For properties that remain non-compliant, the system shall allow moving the case to the next stage, where the status of the case can be updated to court case and a type of case selected: Superior Court or Small Claims.
FR-CP-05	<p>The Collections case management screen will, at minimum, allow entering/updating below attributes:</p> <ul style="list-style-type: none"> • Case Number • Defendant Name (System Lookup, when applicable) • Defendant Address (System Lookup, when applicable) • Second Defendant Name (System Lookup, when applicable) • Second Defendant Address (System Lookup, when applicable) • Lawsuit Amount • Proof of Service Status • Court Date and Time • Court Department • Status of Case: <ul style="list-style-type: none"> • Filed • No Service • Court Date Set / No service • Court Date Set / Served by Sheriff • Court Date Set / Served by Process Server • Court Date Set / Served by Proxy Service • Settled + Amount Waived • Settled + Unit Exempt • Paid all fees and penalties + lawsuit dismissed with prejudice • Partially paid and entered into payment plan + lawsuit dismissed without prejudice • Paid fees and filed waiver + lawsuit dismissed without prejudice • Lawsuit Won + Court Fees • Lawsuit Lost • Lien + Date of Lien • Acknowledgement of Judgement Filed + Lien Removed • Notes • Documents • Amount
FR-CP-06	<p>The system shall allow creating multiple cases on a property and shall list all the past cases on the property view with below details:</p> <ul style="list-style-type: none"> • Case Number • Defendant Name • Lien amount

	<ul style="list-style-type: none"> • Date of lien <p>Collection Cases need to be noted and separated by fiscal year and create a visible action on the property and transaction history.</p>
FR-CP-07	The system shall allow a Rent Board staff to set and configure reminders for properties with liens to remind staff with specific user roles to renew liens within certain years. Staff with these user roles shall be able to remove judgment amounts for properties.
FR-CP-08	System shall align transaction history to small claims action menu with a numerical data type.

DM - DOCUMENT MANAGEMENT

FR-DM-01	<p>The system shall have the ability to associate documents with multiple record types, including but not limited to:</p> <ul style="list-style-type: none"> • Properties, units, owners/agents, tenants/clients, petitions or cases, hearings, payments, and invoices. • Support for many-to-many relationships so that a single document may be linked to multiple records without duplication. • Configurable metadata and indexing fields that staff administrators can modify without vendor intervention.
FR-DM-02	<p>The system shall be capable of full-text search across all documents, including scanned documents, using OCR technology, and be capable of:</p> <ul style="list-style-type: none"> • Filtered search by metadata, record type, date range, document category, and user-defined tags. • Bulk upload and drag-and-drop document intake. • Support for common file types, including PDF, Word, Excel, images, and other standard media formats.
FR-DM-03	<p>The system shall be capable of meeting audit standards with full version control and functions for legal defensibility.</p> <ul style="list-style-type: none"> • Complete audit trail capturing document creation, upload, access, and modification of metadata, downloads, retention actions, and deletions. • Version control with the ability to view, compare, and restore prior versions. • Legal hold functionality to suspend retention and destruction for specific cases, properties, or records subject to litigation, audit, or public records requests.

FR-DM-04	<p>The Document Management System shall have built-in access control and security features including:</p> <ul style="list-style-type: none">• Role-based access controls down to the document level• Ability to segregate internal-only documents from documents that may be disclosed publicly.• Configurable permissions aligned with staff roles, supervisors, administrators, and external users where applicable.
FR-DM-05	<p>The system shall support public records compliance through:</p> <ul style="list-style-type: none">• Support for configurable retention schedules aligned with the agency's records retention policies.• Automated retention and disposition workflows with approval controls.• Ability to generate disposition and destruction logs suitable for audit and compliance purposes.
FR-DM-06	<p>The system shall support internal workflows with built-in templates, output, and disclosure support tools.</p> <ul style="list-style-type: none">• Support for document templates and standardized outputs (e.g., notices, letters, decisions), whether generated within the System or ingested from external tools.• Ability to support document packages for hearings, public records requests, or disclosures.• Redaction support or documented workflows for preparing public-facing records.
FR-DM-07	<p>The system shall be able to scale to support the entire operation of the Rent Board and integrate with the Rent Board's existing technology environment.</p> <ul style="list-style-type: none">• Ability to scale to support the agency's full historical document archive and ongoing document growth without degradation of search or retrieval performance.• Clear description of storage limits, supported file sizes, and performance expectations.• Unified document access and search, even when integrated with external platforms such as Microsoft 365 or equivalent services.• Integration with identity management, email, and collaboration tools where applicable.
FR-DM-08	<p>System shall perform a virus scan on all uploaded documents and quarantine or delete infected documents.</p>

EHT - EMPTY HOMES TAX

FR-EHT-01	The system shall automatically create an Empty Homes Tax (EHT) case for every unit in a Not Available for Rent (NAR) status for 182 or more days (consecutive or non-consecutive) within a calendar year.
FR-EHT-02	The system shall track the start date of a unit's NAR status and maintain a running total of NAR days through the current date and total them by calendar year.
FR-EHT-03	The system shall support the generation of template letters and emails to notify owners or agents of units in NAR status about potential EHT liability. These templates must be customizable and support mail merge functionality.
FR-EHT-04	The system shall allow owners or property managers to submit EHT exemption and vacancy exclusion claims through the public portal, including the ability to upload required documentation. The system shall validate that a minimum number of required forms are submitted before allowing submission.
FR-EHT-05	The system shall allow Rent Board staff to assign exemption and exclusion cases to staff members for review. Staff must be able to update the case status to Approved, Denied, or Requires More Information.
FR-EHT-06	Upon decision, the system shall generate a decision notice and send it via email to the applicant, indicating whether the exemption or exclusion was approved or denied.
FR-EHT-07	For approved exemptions or exclusions, staff must be able to indicate the specific calendar year(s) for which the exemption applies.
FR-EHT-08	The system shall ensure that units with approved exemptions or exclusions are removed from the EHT-eligible list and do not appear in EHT reports or billing.
FR-EHT-09	The system shall exclude approved exclusion periods from the 182-day NAR count when determining EHT eligibility.

EV - EVICTION PROCESS

FR-EV-01	<p>The system shall allow landlord to submit required evictions notices through the public portal and for staff to track and manage the required information for each eviction case, including:</p> <ul style="list-style-type: none"> • Managing documentation • Date filed with RSB • Date notice given to tenant
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	<ul style="list-style-type: none"> • Tenant Name • Unit Address • - Cause for eviction
FR-EV-02	The system shall allow staff to associate each eviction case with an existing unit and tenant within the database.
FR-EV-03	The system shall allow Rent Board staff to add property and unit information to the system while creating an eviction case if the unit is not registered and covered under rent ordinance.
FR-EV-04	The system shall allow Rent Board staff to record relocation payments that are collected and paid in relation to certain eviction types such as owner move-in (OMI) and Ellis Act.
FR-EV-05	The system shall allow the Rent Board staff to generate letters in response to Eviction Notices for both owners and tenants.
FR-EV-06	The system shall have the ability to assign evictions cases to the appropriate staff member for review.
FR-EV-07	The system shall have the ability to upload all documents related to an eviction case to the Document Management System.
FR-EV-08	The system shall list all the eviction cases for a unit/property under the unit/property detail screen.

EVP - EXEMPTION VERIFICATION PROCESS

FR-EVP-01	The system shall allow the Rent Board to define an internal workflow and approval process for the verification of exemption types such as unit Not Available for Rent, Owner-Use or Rent-Free.
FR-EVP-02	The system shall list all the units that have been claimed as exempt. Rent Board staff shall be able to create an exemption verification case for one or many units at a time. Exemptions made at the Property level shall trigger exemptions to all Units within that property.
FR-EVP-03	As part of the verification process, the system shall allow Rent Board staff the option to generate multiple notice letters and a final approval/denial letter to the property owner.
FR-EVP-04	As part of the verification process, the system shall allow Rent Board staff to define time to respond for the notice letters issued to owners.
FR-EVP-05	The system shall allow staff to add comments, approve or deny a case, change who the case is assigned to, save partial progress, and return to the Exemption case at any point during the process.

FR-EVP-06	The system shall also allow staff to export the open exemption cases to an Excel spreadsheet to manually verify the exemptions and then upload the spreadsheet to the system after all units have been checked to make all the changes to the system at one time.
FR-EVP-07	The system shall allow Rent Board staff to customize the template and content of the notice and denial letters generated by the system.
FR-EVP-08	The system shall auto-generate the following information in notice letters and automatically save and associate the document with the property in the Document Management System. <ul style="list-style-type: none"> • A unique case # such as 'EVP2026-00001' • Type of exemption claimed and date of exemption • Unit Mailing Address • Unit Address for the Subject
FR-EVP-09	The system shall allow Rent Board staff to create reminders for the number of days before a subsequent notice letter must be sent out. The exemption case shall reappear in the list of open exemption verification cases after the timer has expired.
FR-EVP-10	Upon successful verification of exemption, the system shall allow registration staff to set a reminder that will trigger re-verification of the unit at a set time increment. The exemption case shall reappear in the list of open exemption verification cases after the reminder has expired. The system shall allow registration staff to manually pull cases back to their lists at any point during the process.
FR-EVP-11	The system shall allow reassigning an exemption case to another Rent Board staff.
FR-EVP-12	The system shall provide access to all active/open exemption verification cases in a tabular view.
FR-EVP-13	The system shall allow registration staff to deny the exemption claim and set the date that the unit was re-rented through a unit status change or deny the exemption claim and remove it completely through a delete unit status change. The system shall allow registration staff to add registration fees and penalties to be calculated by the system with the ability to edit as needed.

F - AUTOMATED & MANUAL SYSTEM FLAGS

FR-F-01	The system shall automatically create flags on properties, units, owners, agents or tenants based on certain predefined rules. For example, a recent change in ownership (within the last 6 months) should be flagged by the system and a message should appear when
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	Rent Board staff views that property. Likewise a demolition application, Owner Move-in Eviction or Ellis Act shall result in automatic flagging the property.
FR-F-02	The system shall allow staff to manually create flags and notification on properties, units, owners, agents or tenants based on certain predefined rules, and set expirations/durations for these flags/notifications.

FPW - FEES, PENALTIES, AND WAIVERS

FR-FPW-01	<p>Fees shall be assessed per property based on the Rent Board's adopted Annual Fee and number of RENTED units upon opening of the annual registration process (typically April 1).</p> <p>Annual registration fees shall be due July 1 or the first business day thereafter. Penalties shall be added to each Property account on a per-unit basis; each account shall be assessed automatic penalties in accordance with the schedule and amounts governed by the RSO and Rent Board regulations.</p>
FR-FPW-02	The system shall be able to assess fees and penalties mid-year, on a per-unit basis when a unit status changes from EXEMPT to RENTED or PARTIALLY COVERED status.
FR-FPW-03	When a unit status changes from an exempt status to RENTED or PARTIALLY COVERED, the system shall calculate registration fees and penalties (when applicable) based on the date of the status change and in accordance with all applicable ordinances, regulations, and statute(s) of limitations. The system must be able to accurately calculate fees/penalties going back to June 1980 (when the Ordinance went into effect). Fees will be calculated appropriately depending on the individual rates assessed for RENTED and PARTIALLY COVERED units.
FR-FPW-05	The system shall accurately reflect all the outstanding fees and penalties in the Accounts Receivable Journal.
FR-FPW-06	The system shall allow Rent Board staff to utilize built-in approval workflows to manage the penalty waiver process for multiple staff-defined Waiver types.
FR-FPW-07	Staff shall be able to define an internal process for Automatic Waivers of penalties if registration fees are paid and a landlord brings the property into compliance within a pre-defined time frame after the assessment of the first late penalty.

FR-FPW-08	<p>Staff shall have the ability to define the schema, including the amount and schedule, that the system uses to calculate 90-Day Administrative Waiver amounts based on the landlord’s payment history for the property in accordance with the following schedule:</p> <ul style="list-style-type: none"> • For the first late payment within the prior six years: 100% of penalties waived; • For the second late payment within the prior six years: 90% of penalties waived; • For the third late payment within the prior six years: 75% of penalties waived; • For the fourth late payment within the prior six years: 55% of penalties waived; • For the fifth late payment within the prior six years: 30% of penalties waived; • For the sixth late payment within the prior six years: waiver denied.
FR-FPW-09	<p>When entering a payment for a fee + partial penalty received between July 2 and September 30, the system shall provide automatic adjustment of accounts receivable as described above, assuming the owner has paid the entire fee plus the correct penalty percentage.</p>
FR-FPW-10	<p>The system shall allow Rent Board staff to create a 90-Day Administrative waiver request for a property that can be reviewed and approved by the Rent Board.</p>
FR-FPW-11	<p>The waiver request case for Rent Board shall have the below information:</p> <ul style="list-style-type: none"> • Waiver Number (System Generated) • Property Address • Transfer Date • # of Units on Property • # of Units Exempt • # of Units Partially Covered • Owner • Waiver Filed by • Other Berkeley Property Owned • Late Payment/Penalty History – Includes Registration Year, Units Registered Late, Registration Fees Paid, Date Fees Paid Penalties Charged, Penalties Forgiven, Penalties Due, and TOTALS of the three Penalties columns • Summary of Payment History • Reason for Penalties

	<ul style="list-style-type: none"> • Summary of Late Payments – Includes Registration Year, Units Registered Late, Registration Fees Paid, Date Fees Paid Penalties Charged, Penalties Forgiven, Penalties Due, and TOTALS of the three Penalties columns • Grounds Under Regulation 884B • Good Cause Claimed by Owner • Recommendation • Staff Analysis
FR-FPW-12	The system shall aggregate data and information from each Waiver case into a report format that contains the relevant data for the Board packet and for Commissioners to review and make determinations.
FR-FPW-13	The system shall allow Rent Board staff to manually update accounts receivable depending on the amount approved/waived by the Berkeley Rent Board and maintain an automatic log and audit trail of modifications to AR.

I - INTEGRATION WITH OTHER SYSTEMS

FR-I-01	The system shall provide secured APIs that will allow other external systems to integrate with the solution and enable data analysis, business analytics, and compliance reporting for both internal and external users.
FR-I-02	The system shall integrate with City’s GIS Parcel Layer to validate a Property address when a new Property is added.
FR-I-03	The system should have the capability to integrate with e-mail, phone, and other agency contact channels to allow staff to easily create new cases based on client contacts.
FR-I-04	System shall allow for staff to create built-in approval workflows and notifications for all business processes and define the relevant user roles within that process that are integrated with user dashboards.
FR-I-04	System shall integrate with Microsoft Active Directory and Microsoft 365 applications including Teams, SharePoint, and Outlook.

MP - MEDIATION PROCESS

FR-MP-01	The system shall allow Rent Board staff to administer the Mediation process, assign workflow roles to users, and record the results and notes associated with the mediation in the property case log.
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FR-MP-02	The system shall allow Rent Board staff to create a mediation case against a unit in the system and move it to different stages of process such as requested, assigned, in mediation, closure, and re-open.
FR-MP-03	After a mediation case is created, Rent Board staff shall be able to upload documents and supporting documents that were provided by the requestor, and any settlement agreement that was reached.
FR-MP-04	The system shall allow Rent Board staff to select multiple issues involved, create case notes, reminders, and select reasons why a case was closed.
FR-MP-05	The system's public portal shall allow landlords and tenants to complete forms and submit mediation requests online.

NL - NOTICES & LETTERS

FR-NL-01	The system shall allow staff to generate notices for all units based on criteria and data held within the system. For example, for all units in a RENTED status, system shall generate notices of Apparent Lawful Rent Ceiling both in batch and on-demand processes.
FR-NL-02	Notices shall be easily saved to a format that will allow for electronic delivery, as well as generate mailing addresses and letter formats that are compatible with bulk mailing services through U.S. Mail.
FR-NL-03	System shall batch generate Tenant and Owner ALRC notices for all fully-covered units in RENTED status.

O - OWNER & OWNER REPRESENTATIVE INFORMATION

FR-O-01	The system shall allow Rent Board staff to add and update owner information for a property.
FR-O-02	The system shall maintain a historical record of ownership information for a property and internal users should be able to view the history within the system and export reports to commonly-used formats.
FR-O-03	The owner management screen at minimum shall allow Rent Board staff to enter/update below listed attributes: <ul style="list-style-type: none"> • First name • Last name • Middle Initial • Suffix • Address • Primary email address • Secondary email address

	<ul style="list-style-type: none"> • Primary Phone number • Secondary Phone Number • Owner type (LLC, trust, and individual) • Bill receipt preference (email or mail)
FR-O-04	The system shall generate a unique owner code identifier for every owner in the system.
FR-O-05	The system shall allow Rent Board staff to look up owner information by any of the owner information fields, properties owned, and ownership percentages by billing code.
FR-O-06	The system shall create an audit trail any time a change is made to property or unit information. The audit trail shall be easily accessible to agency users.

PCC - PROPERTY COMPLIANCE & CERTIFICATION

FR-PCC-01	<p>The system shall allow Planning Unit staff to make changes to Property and certify planning and building data for properties, including.</p> <ul style="list-style-type: none"> • Property and Unit Types • Legal Number of Units • APN • Date of Certification
FR-PH-02	<p>The system shall allow staff to initiate a Property Compliance and Certification investigation request, either standalone or connected to other case types within the system (such as Counseling, Registration, Mediations, Petitions).</p> <p>The system shall allow the cases to be assigned to staff members in the Planning user role and allow users to upload property information, respond with findings, and update certification status.</p>
FR-PH-03	The system shall allow for external users to initiate property certification requests if their property is

PH - PETITIONS & HEARING PROCESS

FR-PH-01	The system shall allow Rent Board staff to define user roles, notifications, approval workflows, and deadlines for all petition processes.
FR-PH-02	The system shall allow Rent Board staff to create a petition case related to a unit in the system and move it to different stages of the process such as Petition Initiation, Pre-hearing and Appeals.

FR-PH-03	The system shall allow the petition process to be initiated and move forward for a property independently of its registration status.
FR-PH-04	After a petition case is created, Rent Board staff shall be able to upload the petition document and supporting document that was provided by the petitioner.
FR-PH-05	The system shall allow Rent Board staff to reassign a case to other staff members as the hearing examiner based on defined user roles within the system.
FR-PH-07	The system shall allow a hearing examiner to generate a response form to the opposing party that includes a notice of the right to object to the petition, a list of the possible objections, and a notice that a failure to object within 20 days of the date the notice is mailed may constitute a waiver of the respondent's right to object.
FR-PH-08	The system shall allow Rent Board staff in the Hearing Examiner role to add and update the list of possible objections.
FR-PH-09	The system shall allow Rent Board staff to update the content and layout of the response form.
FR-PH-10	The system shall allow a hearing examiner to set up reminders for the objection period expiration.
FR-PH-11	After the response form is filed, the system shall allow the hearing examiner to schedule a hearing and generate emails and letters to notify each party by mail of the time and date.
FR-PH-12	The system shall allow Rent Board staff to record pre-hearing decisions and agreement documents on a case if the parties reach an agreement.
FR-PH-13	The system shall allow Rent Board staff to upload all the documents related to a hearing such as evidence, proof of service, subpoenas, and recordings from hearing sessions.
FR-PH-14	The system shall allow Rent Board staff to make changes to AGA, Rent Ceilings, and Rent Journal for a unit as part of hearing decisions.
FR-PH-15	The system shall allow Rent Board staff to correct a vacancy registration as part of hearing decisions.
FR-PH-16	The system shall allow Rent Board staff to record decisions on a case without hearing if 1) no objections are filed, 2) the petitioner does not request a hearing, or 3) the hearing examiner determines that a decision can be rendered without the need for live testimony.

FR-PH-17	The system shall allow Rent Board staff to initiate an appeal process if either parties are not satisfied by the hearing examiner's decision, with an automatic expiration date in accordance with regulations if no action is taken.
FR-PH-18	The system shall allow Rent Board staff to upload all the relevant documents to the case when an Appeal process and workflow is initiated.
FR-PH-19	The system shall allow Rent Board staff to generate a recommendation package that is recorded to the Document Management System, and available to the petitioner through the Public Portal.
FR-PH-20	The system shall allow Rent Board staff to record a decision to affirm, modify, reverse, or remand the hearing examiner's decision based on the outcome of the Appeal.
FR-PH-21	The system shall provide the flexibility to reconfigure/alter the hearing process in future if a change is desired.
FR-PH-22	The system shall allow Rent Board staff to reconfigure/alter document types that shall be collected during the entire process.
FR-PH-23	The system shall allow Rent Board staff to record notes, comments and outcomes at every stage of the hearing process and clearly identify if a change to AGA or Rent Journal was made.
FR-PH-24	The system shall allow Rent Board staff to manually change individual units to a "non-compliant" status pursuant to a hearing decision so that the AGA will not be granted.
FR-PH-25	<p>The system shall allow Rent Board staff to consolidate and de-consolidate petition cases in order to allow certain petition cases to be processed together. This feature should allow Rent Board staff to:</p> <ul style="list-style-type: none"> • Associate and disassociate petition cases. • Identify one of the associated petition cases as a master case. • Allow updating attributes with associated cases in bulk, by entering data on the master case. • User shall be able to update data on an individual case. <p>Rent board staff shall be able to de-associate and process these cases separately.</p>
FR-PH-26	The system's public portal shall allow landlords and tenants to complete online forms and upload documents to submit filings related to petitions, including the petition package, respondent's objection,

	continuance requests, exhibit lists, and the actual exhibits, as well as view final petition documents once a decision is made.
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PP - PUBLIC PORTAL

FR-PP-01	The system shall allow landlord and agents to register for a username and password to login into the public portal.
FR-PP-02	The system shall follow best practices for security, accessibility, and user experience for an online user-based system, including multi-factor authentication, password enforcement, and account recovery.
FR-PP-03	The registration process shall use property and billing code and email information to identify and validate a user.
FR-PP-04	The system shall allow authorized users to login to the public portal to view all activity related to their properties or units, including outstanding balances, unit status, registration status, active petitions, mediations, and exemption requests.
FR-PP-05	The system shall allow authorized users to register a new tenancy for “Rented” status properties using the public portal.
FR-PP-06	The system shall allow authorized public portal users to initiate exemption requests and upload all associated documents.
FR-PP-07	<p>The system shall display a real-time, comprehensive balance for each property, inclusive of all current and prior year registration fees, penalties, waivers, and applicable exemptions regardless of registration status. The system must:</p> <ul style="list-style-type: none"> • Show current fiscal year charges (fees and penalties) even if registration is not yet closed. • Clearly distinguish between current and prior year charges, while also presenting a total amount due. • Automatically update the total balance when exemptions are applied, ensuring property owners see an accurate amount owed at all times. • Allow authorized users and property owners to view and pay the full balance through the public portal, with itemized breakdowns for transparency.
FR-PP-08	The system shall present a clear breakdown of all the fees and penalties for a property, when user is attempting to make a payment using the public portal.

FR-PP-09	The system shall present the processing fees associated with payment to the user, when a user is attempting to make a payment using the public portal.
FR-PP-10	The system shall allow authorized users to update their online account profile for the public portal.
FR-PP-11	The system shall allow Rent Board staff to view new Login ID requests and set up new user accounts for the public portal.
FR-PP-12	The system shall allow Rent Board staff to manage user accounts for the public portal.
FR-PP-13	The system shall integrate seamlessly with the payment processor, providing an integrated connected flow for the user when making payment.
FR-PP-14	The system shall allow Rent Board staff to post informational messages to the public portal in certain predefined sections of the website.
FR-PP-15	The system shall provide a data dashboard for users to view information on unit address, status, tenancy start date, rent ceiling, housing services, # bedrooms, and #occupants to a public-facing data dashboard. Staff shall be able to define which data types in the system are displayed and available for viewing and export from the data dashboard.

RD - REPORTING & DASHBOARDS

FR-RD-01	<p>The system shall provide a dashboard that will capture the current operational state of the Rent Board.</p> <p>This operational dashboard shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Total number of active cases in the system, by case type such as registration, exemption verification, counseling, petitions, collections, etc. in a given period. • Total number of cases assigned to each member of the registration unit in a given period. • Number of cases open and pending a first action by case type in a given period. • Number of cases closed and verified in a given period. • Average resolution time by case type in a given period.
FR-RD-02	The system shall provide a property and unit dashboard for the registration team that shall include:

	<ul style="list-style-type: none"> • Total number of units in compliance in a given period. • Total number of units in various types of status in a given period. • Total number of units in exemption verification process in a given period. • Total number of units involved in evictions in a given period.
FR-RD-03	<p>The system shall provide a dashboard for the registration team that shall include:</p> <ul style="list-style-type: none"> • Total number of new tenancies (currently represented by Vacancy Registration Forms) filed in a given period. • Total number of unit status changes performed in a given period.
FR-RD-04	<p>The system shall provide a financial dashboard that shall include:</p> <ul style="list-style-type: none"> • Total Payments collected, by payment type in a given period. • Total Payments (collected & outstanding) by fee type in a given period. • Internal expenditures and revenues against approved budget allocations
FR-RD-05	<p>The system shall provide a Hearing Examiner/Mediator dashboard that shall include:</p> <ul style="list-style-type: none"> • Total Petitions filed, by petition type in a given period. • Total Petitions filed by outcomes in a given period. • Average resolution time for petition cases. • Total Mediations requested, by mediation issue(s) in a given period. • Total Mediations filed by issue(s) and outcomes in a given period. • Average resolution time for mediation cases by reasons for closing.
FR-RD-06	<p>The system should provide a Public Information Unit/Counseling Dashboard that shall include:</p> <ul style="list-style-type: none"> • Data on the number of open cases, able to be filtered by date range and counselor name • Number of recent cases opened by counselors • Number of recent cases by topic • Average number of cases by topic • Daily, weekly, and monthly client activity to counselors (calls, emails, appointments)

	<ul style="list-style-type: none"> • Average open case time by date range, type, and counselor
FR-RD-07	<p>The system should provide a Housing Counselor dashboard for users in the Housing Counselor role. This dashboard should include the following information:</p> <ul style="list-style-type: none"> • Number of open cases for the User • Number of recent cases (default to last 5 business days). • Number of cases by issue and status (Select past week, month, quarter, or year). • A clickable list of current open cases with key information such as client name, property/unit address, case type, case created date, and deadline.
FR-RD-08	<p>The system shall produce reports that are exportable to csv, excel, and pdf. Data in CSV, and XLS format shall export in data types relevant to that field that enable further processing and analysis of the data. Reports shall be able to be bookmarked, shared, and saved with internal staff.</p> <p>The system shall be able to produce the following reports at a minimum. This list is not comprehensive.</p> <ul style="list-style-type: none"> • Data by unit, current data. For internal staff use. • Data by unit, current data. For use by the public. This report masks the status of subsidized units and changes their status to MISC. This report also excludes tenant names. • All rented units report as of selected date. This report produces data for all units with a “rented” status as of the entered data, and the rest of the unit data must reflect what was true on the entered date. • New Tenancy by Date. User must give a date range and report produces unit by unit data for tenancies that began within that date range. If a particular unit has multiple tenancies within the entered date range they should all be included in the report. • Evictions Report. The system should produce a report of all evictions entered in the system. • Owner Contact Info Report. This report should produce name, mailing address, email, and phone number of each owner with at least one unit with a rented status. • Tenant Contact Info Report. This report should produce name, mailing address, email, and phone number of each tenant of a unit with a rented status. • Billing Contact Report. This report should produce name, mailing address, email, and phone number of each owner or

	<p>agent that is the designated billing contact for all properties with at least one unit in a rented status.</p> <ul style="list-style-type: none"> • Rental Income Report. This report generates a calendar year estimate of rental income (based on the monthly rent ceiling) of all properties with at least one rented unit at any time during the selected year.
FR-RD-09	The system shall provide the ability to explore the data and create custom reports and dashboards from data in the database/tables and be able to save and share custom reports.
FR-RD-10	Users shall be able to save custom reports to their own user dashboard.

RF - REGISTRATION FORMS

FR-RF-01	The system shall allow registration staff to create and enter required Registration forms into the system, including Initial Registration Statements (IRS), Amended Registration Statements (ARS), Vacancy Registration (VR), and others.
FR-RF-02	<p>The system shall allow for forms to collect data for the following fields:</p> <ul style="list-style-type: none"> • Ownership, mailing, and billing contact • Unit status and claim exemptions • Rental history • Tenancy history • - Housing services
FR-RF-03	The system shall allow registration staff to look up property and unit information from existing records before creating a new property or unit, while entering information.
FR-RF-04	The system shall prevent registration staff from creating duplicate property or unit information and deliver warning message.
FR-RF-05	The system shall allow staff to look up and verify owner/manager information before creating a new owner or agent.
FR-RF-06	The system shall have the ability to check for conflicting information between new forms and existing system data.
FR-RF-07	The system shall calculate outstanding fees and penalties owed on the property based on information entered by staff.

FR-RF-08	The system shall allow uploading an application and other documents to the Document Management System as part of processing any registration forms.
FR-RF-09	The system shall allow staff to start, stop, and resume processing of all forms, and store incomplete forms so that they can be completed and submitted at a later time.
FR-RF-10	The system shall allow registration staff to assign pending applications to other staff members based on user role permissions.
FR-RF-11	The system shall allow creating an exemption verification process if there is an exemption claimed during the processing of IRS/ARS or VR forms.
FR-RF-12	The system shall automatically update tenancy information for both tenant and owner user profiles based on the information given in the application.

RJ - RENT JOURNAL

FR-RJ-01	The system shall allow users to view rent journals for each unit, maintained in chronological order. Staff shall be able to define which fields are viewable by user type.
FR-RJ-02	A rent journal entry shall capture below listed information: <ul style="list-style-type: none"> • Rent Effective Date • Description/Reason for Adjustment/Exemption • Adjustment Amount • Adjustment Type • Temporary or Non-temporary Adjustment • Adjustment/Exemption Granted Date • Adjustment/Exemption Stop Date • Total Rent Including Adjustments and Exemptions • Total Rent Excluding Adjustments and Exemptions • Entry Type – Auto or Manual • Entry Date • Entry User
FR-RJ-03	The system shall allow staff to add a new rent journal entry to update rent ceilings based on the results of Petition/Hearing decisions.
FR-RJ-04	The Rent Journal function shall be able to flag and upload to the Document Management System when a Certificate of Permissible Rent Level is completed for a specific property/unit.

T - TENANT INFORMATION

FR-T-01	The system shall allow Rent Board staff to add and update tenant information for a unit.
FR-T-02	<p>The Tenant Management screen shall allow Rent Board staff to enter/update below listed attributes for all units regardless of unit coverage.</p> <ul style="list-style-type: none"> • First Name • Last Name • Middle Name/Initial • Phone Number • Primary Email Address
FR-T-03	The system shall check if the tenant is already listed as part of a tenancy on an existing rental unit and notify Rent Board users of potential duplicate entries during the tenancy registration process.

UP - UNIT & PROPERTY INFORMATION

FR-UP-01	The system shall allow Rent Board staff to add and update property and unit information. Rent Board staff must be able to add a property as part of both the initial registration process or as a stand-alone data entry process.
FR-UP-02	<p>The property management screen at minimum shall allow entering/updating the below listed attributes:</p> <ul style="list-style-type: none"> • Tract • Subdivision • Assessor’s Parcel Number (APN) • Number of units • Details about compliance • Type of building • Owner information • Owner representative information • Additional owner information & their ownership percentages • Agent information • Coverage Type • Property Flags • Property Notes
FR-UP-03	The system shall allow adding and updating units within a property. A unit can be added as part of the initial registration process or as a stand-alone data entry task.

FR-UP-04	<p>The unit management screen at minimum shall allow entering/updating the below listed attributes:</p> <ul style="list-style-type: none"> • Number of bedrooms • Unit type • Unit status • Unit smoking prohibition • Services available • Unit secondary address • Details about compliance • Unit Coverage Type
FR-UP-05	<p>The system shall create an audit trail any time a change is made to property or unit information. The audit trail shall be easily accessible to designated agency users.</p>
FR-UP-06	<p>The system shall allow Rent Board staff to track and manage Condo Conversion and Parcel Splits and allow for unit occupancy and rental history to be ported over new condo parcels or new lots after parcel splits.</p>
FR-UP-07	<p>The system shall allow Rent Board staff to deny Annual General Adjustments (AGA) based on a set of predefined conditions.</p>

UR - USER ROLES & ACCESS

FR-UR-01	<p>The system shall allow Rent Board staff to configure user roles and access privileges (such as Administrator, Supervisor, Registration Specialist, Housing Counselor, Hearings Examiner). A detailed list will be developed during the system implementation.</p>
FR-UR-02	<p>The system shall allow Rent Board staff to create new users under these roles and grant access permissions.</p>
FR-UR-03	<p>The system shall allow Rent Board staff to block internal and external user accounts and add or remove access privileges both at the user role and user level.</p>
FR-UR-04	<p>The system shall retain information associated with users that are no longer active in the system.</p>

APPENDIX B – SCOPE OF SERVICES DELIVERABLES

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APPENDIX B
Scope of Services – List of Deliverables

No.	Deliverable	Frequency or Number
A-1	Business Requirements Document (BRD)	1 Draft & 1 Final version
A-2	Functional Specifications Document (FSD)	1 Draft & 1 Final version
A-3	Process Flow Diagrams	1 Draft & 1 Final version
A-4	Gap Analysis Reports	1 Draft & 1 Final version
A-5	Preliminary Data Migration Plan	1 Draft & 1 Final version
B-1	System Design Document	1 Draft & 1 Final version
B-2	UI/UX Wireframes	1 Draft & 1 Final version
B-3	UI/UX Final Designs	1 Draft & 1 Final version
B-4	Review Environment	As requested/required
B-5	Data Migration Plan & Execution	1 Draft & 1 Final version
B-6	System Installation & Production	Once after Board approval
B-7	Administration Manual	1 Draft & 1 Final version
B-8	Acceptance Test Plan	1 Draft & 1 Final version
B-9	System Resiliency Plan	1 Draft & 1 Final version
C-1	Acceptance Testing	As scheduled and approved by Board
C-2	System Verification Review (SVR)	Due 10 days after test completion
D-1	Training Plan and Schedule	1 Draft & 1 Final Version
D-2	Training Materials (Written and Video)	Drafts & Final Versions
D-3	Training Sessions	As scheduled and approved by Board
D-4	Training Summary Report	1 Draft & 1 Final Version
D-5	Knowledge Transfer Completion Report	1 Draft & 1 Final Version
E-1	Operational Readiness Review (ORR) Certification	Per schedule approved by Board
E-2	Final Readiness Checklist	1 Draft & 1 Final Versions
E-3	Final data migration from current system	Per schedule approved by Board
E-4	New System Launch	Per schedule approved by Board
E-5	Post Transition Report	Within 10 business days of system launch
F-1	Ongoing System Maintenance	Daily and as needed.
F-2	Monthly System Performance Reports	Monthly
F-3	Improvements & New Developments	Per separate agreements
F-4	Updated documentation as needed	As needed
G-1	Disposition Plan	No later than 30 days prior to the EOL date, as approved by the Rent Board.
G-2	Transition Report	Within 5 business days after the EOL date.
G-3	Archived Materials	By EOL date

APPENDIX C – PRIVACY, SECURITY, AND RESILIENCE REQUIREMENTS

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APPENDIX C - PRIVACY, SECURITY, AND RESILIENCE

This is an Appendix attached to and incorporated by reference with the Agreement made on DATE between the CITY OF BERKELEY (“City”) and <Vendor’s Name>, (“Consultant”), providing for the licensing and services related to the <Vendor’s Name> hosted software system (Software).

1. INFORMATION SECURITY AND PRIVACY

- 1.1. Consultant understands and agrees that, in the performance of the services under this Agreement, Consultant may have access to private or confidential information owned or controlled by City and that such information may contain confidential or proprietary details, the disclosure of which to third parties may be damaging to City.
- 1.2. Consultant’s provision of Hosted Services requires Consultant to collect information that may include confidential and private information from/or about third parties. Consultant is authorized by the Agreement to collect, store, disclose or otherwise handle data that is regulated or otherwise recognized by City as privacy data but not Health Insurance Portability and Accountability Act (“HIPAA”) regulated data (including records and metadata). Vendor shall retain data only for deliberate, documented purposes. Vendor shall ensure that the longest retention period any privacy data is subject to dictates the end of that data’s business purpose defined by City and this Agreement
- 1.3. Consultant will store the information on a secure remote server using reasonable safeguards in accordance with the Security Standards of the Agreement codified in DATA SECURITY (Section 2 below) and Consultant’s published on-line privacy policies and in compliance with applicable laws, codes of practice, and other legal obligations associated with the collection, use, and disclosure of personal information. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary and confidential data. City will be responsible for protecting the privacy and security of any information that City retrieves from Consultant’s servers and shall prevent any unauthorized or illegal use or dissemination of such information and shall be solely responsible for ensuring compliance with any applicable data and privacy protection laws, codes of practice, and other legal obligations associated with the collection, use and disclosure of personal information by City, including such disclosure to Consultant as is necessary for Consultant to provide the Services to City. City shall exclusively own the personal data collected and managed by Consultant in connection with the Hosted Services, provided however that Consultant is granted a royalty-free, perpetual, non-exclusive right and license to use, reproduce, distribute and adapt the collected data as is necessary for Consultant to perform its obligations under this Agreement.
- 1.4. Compliance with laws: CONSULTANT shall comply with any statutes and regulations that apply to its provision of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to the privacy and security of personal information, including trans-border data transfers and data breach notification requirements as required of CONSULTANT by law. City of Berkeley shall comply with all laws that apply to its use of the Subscription Service, Professional Services, Software, Documentation, Development Tools and Deliverables, under the Agreement, including but not limited to those applicable to collection and processing of City Data in CONSULTANT systems through the Subscription Service. City agrees to provide any required disclosures to and obtain any required consents for the transfer of City Data to CONSULTANT.

2. DATA SECURITY

Consultant shall establish, implement and maintain security written procedures, practices and internal controls appropriate to information technology (IT) service Consultants (ITSP) to support the following minimum information security standards (these “Security Standards”) which protect City Data from unauthorized access, destruction, use, modification, or disclosure, as described in Consultant’s Data Security Guide attached hereto, and incorporated herein by reference:

2.1. ADMINISTRATIVE CONTROLS

- Security Officer: Appoint a head security officer to be responsible for implementing policies, procedures and internal controls to carry out these Security Standards.
- Cyber-Resilience Program: Document in a Data Security Guide the Consultant’s cyber-resilience program. Consultant’s cyber-resilience program will include, at a minimum: (i) physical, administrative and technical security controls; (ii) service interruption and data breach notification procedures (such as runbook) and metrics; (iii) release and system upgrade policy and procedures that include and address cybersecurity; (iv) service and disaster availability procedures (such as runbook) and metrics; and (v) Consultant’s security, governance, and compliance policy and procedures applicable to its third-parties.
- Personnel Security: To the fullest extent allowed under applicable laws, Vendor shall not hire, retain or engage officers or employees (including de facto employees, or agents or third-party contractors having officers or employees), collectively “Workers,” who have been convicted of or entered into a court-supervised diversion program for fraud, embezzlement, larceny, perjury, terrorism, or breach of trust or fiduciary duty, to perform any responsibilities or functions in connection with:
 - Processing City’s private or confidential information owned or controlled by City, or
 - Creating, programming, or maintaining security-related IT environments, systems, applications, or technical services in connection with the Agreement
- Personnel Training: Train Workers on these Security Standards, and contractually bind Workers to the obligation to comply with these Security Standards and maintain the physical, operational and technological security of City private and confidential information.
- Secure Areas: Restrict, control and monitor all physical and logical areas in Consultant’s IT environments that contain City private and confidential information, servers, switches, developers and administrators’ work areas, or other operationally sensitive equipment (“Secure Area”). Physical Secure Areas controls are addressed in Physical Controls (Section 2.4). Logical Secure Areas controls are addressed in Technical Controls (Section 2.5) and Remote Access (APPENDIX D).
- Approved Access: Approve all physical and logical access for physical and logical Secure Areas. Consultant’s Secure Area access-approval process must be documented and records must be maintained for three (3) years.

2.2. TESTING

- Disaster Recovery (DR) Testing: Test Consultant’s DR plan each time the plan is re-published, but not less than once every twelve (12) months, by using any of several standard testing methods, including without limitation structured read-throughs, scenario or tabletop testing, functional testing, and full-scale testing.
- Security Testing: Implement a repeatable and documented set of security tests for hardware, software and services – including but not limited to the production environment, releases of Software-as-a-Service (SaaS), other Cloud-based “as-a-Services” (PaaS, IaaS, DRaaS, etc.), containers and application program interfaces (APIs) used to deliver services of the Agreement or host City data within the scope of the Agreement. Determine the objectives of each security test, and tailor the approach accordingly. Analyze findings, and develop mitigation techniques to address (i) poor testing effectiveness metrics and (ii) any weaknesses discovered through the tests. At the City’s request, cooperate with City and its contracted resources to conduct security quality assurance and penetration tests on a mutually agreeable schedule.

2.3. RECORD RETENTION

- IT Operations Logs and Records: Maintain, and be prepared to show City at City’s request, complete, clear and accurate logs, trouble-ticket logs, records of patches applied, and reports

documenting the security tools, devices, measures, controls, procedures and practices for implementing these Security Standards.

- **Logical Access Logs and Records:** Retain all identity and access management (IAM) records for at least three years, and make them available for City's inspection in accordance with the audit provisions of the Agreement. Records need not be retained on systems brokering access. At minimum, the identity and date and time of access by any party (including but not limited to Workers) as well as all changes in elevated privileges must be included. Include in these records signed approvals, following Consultant's Secure Area access-approval process, for access to and the hierarchy of provisioned privileges within logical Secure Areas by Workers and any other persons authorized.
- **Physical Access Logs and Records:** Retain for at least three years all physical access records for all Secure Areas that host or access IT used to deliver hardware, software and services – including but not limited to releases of Software-as-a-Service (SaaS), other Cloud-based “as-a-Services” (PaaS, IaaS, DRaaS, etc.), containers and APIs to City under the Agreement, and make them available for City's inspection in accordance with the audit provisions of the Agreement. At minimum, the identity and date and time of access by any party (including but not limited to Workers) must be included. Include in these records signed approvals, following Consultant's Secure Area access-approval process, for access to physical Secure Areas by Workers and any other persons authorized.
- **Incident Logs:** Provide City with a quarterly consolidated report that includes all reported and researched security incidents.
- **DR Test Results:** Report in writing the results of each DR test and deliver the written test results, certified and signed by Consultant's authorized officer, to City's Department of IT within ninety (90) days following completion of the test. The report must include: (i) any errors, omissions, inaccuracies and outdated information discovered in the DR plan by the test, (ii) corrective action planned for these errors, omissions, inaccuracies and outdated information, and (iii) the date by which Consultant will complete corrective actions.

2.4. PHYSICAL CONTROLS

- **PHYSICAL ACCESS MANAGEMENT**

Implement and regularly test the following physical security measures in each physical Secure Area, as detailed below:

- 2.4.1. **Card Access Control:** Use card-access controls to partition physical Secure Areas.
- 2.4.2. **CCTV coverage:** Use CCTV monitoring and recording devices, including motion-activated devices, in all physical Secure Areas containing: hard copies of City private and confidential information, including without limitation our proprietary operational information); servers, transfer switches, telecom link-lines or card-access system links; access areas to and from general work areas; hardware security modules (HSM) and key management equipment, tokens and codes; and all sensitive/restricted areas.
- 2.4.3. **Physical security presence:** Use guards where Card Access Control and CCTV coverage are not possible or are not industry best practice.
- 2.4.4. **Security management monitoring:** Use supervisors, staff monitoring CCTV, and other overseers of physical security to ensure dual-control of physical Secure Areas.
- 2.4.5. Segregate all City's physical and virtual IT environments, servers, switches and operationally sensitive instances and equipment from those for services and functions Consultant performs for Consultant's clients and consumers other than City.

- 2.4.6. Do not allow Consultant's outside support-services personnel to access physical Secure Areas. All access to these areas by support services personnel must be controlled, documented and physically accompanied by Consultant's pre-approved staff.

2.5. TECHNICAL CONTROLS

- **SYSTEMS AND APPLICATIONS RESILIENCE**
 - 2.5.1. Consistent Emphasis on Security: Throughout the design, development and distribution (in any medium) of IT environments, service, containers, systems, releases, hardware and software applications and APIs, consistently apply information-security and technology-security considerations, and maintain industry-relevant, state-of-the-art security tools, devices, measures, controls, procedures and practices.
 - 2.5.2. Fully Documented Features: Develop hardware, software and services – including but not limited to releases of Software-as-a-Service (SaaS), other Cloud-based “as-a-Services” (PaaS, IaaS, DRaaS, etc.), containers and APIs – by using only fully documented features that do not disregard or circumvent these Security Standards, including without limitation, bypassing or blocking security controls. Promptly report to City (during the design phase) any deviations from the foregoing requirement and cooperate with and support City to remove those deviations. If Consultant or City discovers any inadequate or inappropriate security, promptly take corrective action. Cooperate with City if same decides to block or remove/de-install Consultant's product from City IT until the undocumented features and/or security-threatening deviations are corrected. Ensure that hardware and software developed by agents and third-party contractors also meet these requirements.
 - 2.5.3. Change and Version Management: Maintain configurations and versions of products or services (including without limitation releases, software, containers, and APIs) through change management and version control. Maintain hard-copy and electronic documents showing the configuration and version control of products and services that Consultant delivers to City under the Agreement. Normally, a Change Control Request (CCR) shall be submitted by Consultant as a notification to the City Change Advisory Board (CAB) – no approval is required. When City testing of the CCR is anticipated or required, Consultant shall submit CCR at least two (2) weeks advanced and CCR must be approved by CAB. CCRs disapproved by CAB cannot be implemented by Consultant.
 - 2.5.4. Data Back-up: Protect and back-up releases, software containers and APIs, program files and data, and all City's data, including without limitation City's private and confidential information needed for the operation of Agreement-required functions to a secure off-site location (sufficiently distant so as to avoid the effects of an interruption that affects your processing center).
 - 2.5.5. Continuity: In the event the hosted service or any component thereof is rendered inoperative as a result of a natural or other disaster, continue to meet the terms and requirements of the Agreement through alternative means until your Agreement-required functions are recovered.
 - 2.5.6. Restoration: In the event the hosted service or any component thereof is rendered inoperative as a result of a natural or other disaster, complete the recovery, resumption, and/or restoration activities as described in Consultant's DR Plan to achieve the Recovery Time Objective (RTO) of each affected function.
 - 2.5.7. Unrecoverable Disaster: In the event the hosted service or any component thereof is rendered permanently inoperative as a result of a natural or other disaster, Consultant will make all commercially reasonable efforts to facilitate the expeditious restoration of the services. Where Consultant is unable to restore Services in a reasonable timeframe as specified by service-level agreement (SLA), City may exercise its right to terminate the agreement.
- **LOGICAL ACCESS MANAGEMENT**

Consultant's identity and access management (IAM) technology implements:

- 2.5..8. Least Privilege: Limits systems access to Workers and resources that are needed to perform specific responsibilities or functions.
- 2.5..9. Access Accounts: Assigns an individual account to each Worker who is given systems access. The access account must be authorized through NEXGEN' documented IAM system and registered to the individual Worker.
- 2.5..10. Authentication and Authorization Credentials: Requires each access-authorized Worker to use an authentication mechanism and unique credentials (e.g., ID and passcode/password) for that Worker's access account. Prohibits Workers from writing down, from sharing such credentials with anyone, from storing such credential in login scripts or other human-readable forms, from hard-coding such credentials in computers, from placing such credentials in any other locations, or from programming such credentials into function keys without appropriate login controls and encryption protection. Powerful accounts must be afforded strong protection, such as multifactor authentication (MFA/2FA) for administrators.
- 2.5..11. Process and Service Accounts: Assigns process and service accounts. Define and classify process and service accounts. Proactively manage, monitor, and control process and service account access by automatically discovering and storing accounts; scheduling credential rotation; audit, analyze, and manage activity; and monitor credentials to quickly detect and respond to suspicious and malicious activity.
- 2.5..12. Worker Access Review and Termination: Periodic access reviews that audit and monitor all users, especially those with elevated rights, on the Consultant's systems, and enable the immediate termination of access and privileges as warranted by change of job duties or termination in accordance with the principle of least privilege. The access of City Workers for whom we have given written notice to Consultant must be blocked or the authentication mechanism must otherwise invalidate access attempts within one (1) day of notice. Documentation of access reviews and termination actions must facilitate reporting to and examination by the City.
- 2.5..13. Cloud Access Provisioning: Cloud Service Consultants (CSP) support City's use of a Cloud Access Security Broker (CASB), including but not limited to managing an Internet Protocol (IP) whitelist and IPSEC/GRE tunneling, as appropriate, to explicitly restrict and permit traffic into and out of City's instance.

- **UNAUTHORIZED TRAFFIC**

Design, develop and maintain instances, releases, devices, networks and systems (collectively, "IT") and the connectivity of Consultant's IT to City IT (or to the IT of the City's third-party contractors) which prevent unauthorized traffic from accessing or passing through City IT (or the IT of the City's third-party contractors).

- 2.5..14. Storage, Handling and Disposal of City Data: Separate and segregate all City private and confidential information received (whether received from the City or from another source), developed or processed under the Agreement from all information other than City data. At a minimum, encrypt all such data in storage and transit following industry standards and as technology permits. Where specified by the City, provide the City the capability to encrypt private and confidential information using City owned and managed key management technologies. Unless the City directs otherwise, properly destroy City private and confidential information when no longer required by the business processes of the Agreement, in accordance with industry best practices, provided that such destruction meets any requirements that the City reasonably specifies.
- 2.5..15. Security Vulnerability Notification and Resolution: Subscribe to third-party, industry-recognized security-vulnerability and security-notification services applicable to Consultant's IT used to store, handle or dispose of City private and confidential data. In a timely manner, review associated notifications and patches, test patches, schedule and apply patches, validate patch implementation, and record the findings, results and action taken (scheduled and ad hoc) as a result of these reviews.

Include, at a minimum, security vulnerability resolution measures within Consultant's release cycle cadence.

- 2.5..16. Security Health Check and Certification: Make viewable to the City any applicable third-party security health/hygiene services and vulnerability/security scoring services to which the Consultant subscribes. At a minimum, make viewable to the City (electronically or as a report) all third-party certifications / attestations.
- 2.5..17. Security-Event Monitoring and Management: Continually monitor environments, systems, applications, processes and accounts for actual or potential security intrusions or violations. Promptly notify City according to BREACH NOTIFICATION / INCIDENT REPORTING (Section 2) below if suspicious conditions or activities are detected indicating an actual or potential security intrusion or violation. At City's option, cease, suspend, alter, modify or replace, as reasonably necessary, the products or services to be delivered or performed under the Agreement.
- 2.5..18. Share Responsibility Matrix: Cloud Service Consultants (CSP) shall operate following a documented, shared responsibility matrix that has been approved by the City.

3. BREACH NOTIFICATION / INCIDENT REPORTING

3.1. Interruption in Service Delivery: If any of the Agreement-required functions are interrupted, the Consultant will:

- Complete the recovery, resumption, and/or restoration activities as described in your DR plan to ensure continued compliance with all of the service levels set forth in this agreement.
- **Within 2 hours**: Using an agreed and documented notification procedures (such as runbook), notify City of Berkeley's Department of Information Technology within 2 hours of an interruption of an Agreement-required function, an initial report that includes the nature of the interruption and an estimate of the time it will take to return to agreement-required service levels.
- **Following restoration of Agreement-required functions to normal**: Provide City a complete report within 10 days, including a description of each Agreement-required function interrupted, the time required for recovery and return to Agreement-required service levels, Agreement-required products or services that were not provided or only partially provided as a result of the interruption, the specific corrective action taken, and the material effect, if any, on us and whether or not the DR Plan was adhered to and if not, what changes will be made to the Plan.

Suspected Security Incident: If you receive notice or other alert as to any actual or potential security intrusion or violation that will or could affect the City of Berkeley, its other vendors, or users of your application / service under the Agreement in matters exposing or impacting private and confidential information, including without limitation, City and its customers data and financial data (such as leak or loss), or service and system integrity and transactional accountability (such as failure/loss of fraud detection systems, data diddling, errors and omissions, etc.) or the City reputation risk status, complete the following. Notice or other alert includes any complaint or report you receive from a third party, including customers. Incidents include, without limitation, violations or potential violations of a federal or state law and industry regulations.

- Within 24 hours: Using the suspicious@berkeleyca.gov email address, notify City of Berkeley's Department of Information Technology of the alert and incident. In your notification, report to the City: (i) on the nature of the incident, (ii) estimated impact on us, and (iii) investigative action taken or planned.
- Within 3 business days after the initial incident report: Provide City with a written updated report that summarizes the results of the investigative action and corrective/remedial action taken.
- Upon completion of the investigation: Provide City with a final written report that gives a full accounting of the extent of the security intrusion or security violation; a description of any private and confidential information disclosed, destroyed, compromised or altered; specific

corrective/remedial action taken; all supporting technical documentation that may include without limitation application and system network logs, and the cybersecurity impact on us and our systems.

- 1.4. Suspected Privacy Incident: If you discover or are notified of a Privacy or Information Security Incident relating to Customer Data, Consultant shall, to the extent not prohibited by applicable law and at Consultant's cost and expense: (i) notify City of Berkeley of such Information Security Incident as set forth in section 3.2 (above), (ii) investigate such breach, (iii) inform City of Berkeley of the results of such investigation, and (iv) assist the City of Berkeley and State and Federal Agencies impacted by the breach with their reports, including but not limited to cyber suspicious activity reports (Cyber-SAR) and investigations, (v) assist City of Berkeley in maintaining the privacy and confidentiality of such information, (vi) cooperate in, support and assist City of Berkeley in making required breach notifications.
 - 1.4.1. Consultant agrees to reasonably cooperate and coordinate with City of Berkeley concerning: (i) City's investigation, enforcement, monitoring, document preparation, notification requirements, efforts to prevent and mitigate, and reporting concerning Privacy and/or Information Security Incidents and Consultant's and City's compliance with Privacy and Information Security Laws; and (ii) any other activities or duties set forth under this Exhibit for which cooperation between Consultant and City of Berkeley may be reasonably necessary.
 - 1.4.2. Any determination regarding the applicability of Information Security Laws or Privacy Laws to a Privacy or Information Security Incident and the scope of the obligations pursuant to such laws shall be within the reasonable discretion of City of Berkeley, and Consultant shall comply with any such reasonable determination.
 - 1.4.3. When City of Berkeley elects to contact regulators or law enforcement agencies regarding a Privacy or Information Security Incident, Consultant agrees to cooperate fully with such regulator or law enforcement agencies and any reasonable decision made by City of Berkeley regarding the scope and goals of any investigation undertaken by such regulator or law enforcement agencies.
 - 1.4.4. The content of any filings, communications, notices, press releases or reports related to any Privacy Incident referencing City of Berkeley must be approved by City prior to any publication or communication thereof. If requested by City of Berkeley, Consultant shall provide notice to individuals, who's Personal Information was affected by the Privacy Incident in a manner and format mutually agreed upon between Consultant and City, as well as any other third parties, such as regulators, law enforcement agencies and consumer reporting agencies.
 - 1.4.5. Consultant further authorizes City of Berkeley, in the City's sole discretion and at the Consultant's sole expense, to provide notice of any reasonably required information and documents concerning any Privacy Incident, to individuals or third parties that may have been affected by the Privacy Incident, as well as to law enforcement authorities, regulators, and consumer reporting agency.
- 1.5. Assistance in Litigation or Administrative Proceedings: Consultant shall make itself, and any subcontractors, employees, or agents assisting Consultant in the performance of its obligations under the Contract or Addendum, available to City of Berkeley, at no cost to City of Berkeley, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against City of Berkeley, its directors, officers, or employees based upon a claimed violation of applicable privacy and security laws and regulations except where Consultant or its subcontractor, employee or agent is a named adverse party.

4. CONSULTANT'S THIRD PARTIES

For Services performed by a Consultant's third-party (Party), Consultant will cause such Party to comply with this Agreement and the documentation herein. Consultant will remain solely liable for the acts or omissions of any such Party. Specifically, as part of this oversight responsibility:

- 4.1. Consultant must employ a vendor management and security due diligence program, reasonably approved by the City. Consultant must report to the City any proposed Party that cannot materially fulfill confidentiality or security requirements in this Agreement or the security documentation required by this section. City of Berkeley's cyber security and Department of Information Technology (DoIT) vendor

management must review, on a case-by-case basis, each Party proposed by Consultant and approve or disapprove of the proposed Party in accordance with the terms of the Agreement.

- 4.2. Consultant must require each Party to comply with the requirements of the City of Berkeley's Policies, Standards, and Guidelines and must monitor each such Party to determine compliance with same.
- 4.3. Consultant must monitor and provide ongoing oversight of the performance of each Party. Consultant will report to the City whenever there is a reasonably suspected security incident that could affect City of Berkeley data or the performance of the Services, or that, in Consultant's reasonable judgment, could negatively affect City of Berkeley's reputation.

5. RETURN OF CITY DATA

Within thirty (30) days of notification of termination of this Agreement, Consultant shall provide City with all City-owned data in dedicated data files suitable for importation into commercially available database software that is compatible with City's system. The dedicated data files will be comprised of City's data contained in Consultant's system. The structure of the relational database will be specific to the City's data and will not be representative of the proprietary Consultant's database.

At City's request, certify to City of Berkeley in writing, through a legal officer of Consultant, that you have returned or destroyed all City private and confidential information (including data residing in memory, on equipment or media).

END APPENDIX C
PRIVACY, SECURITY, AND RESILIENCE

APPENDIX D – GLOSSARY OF KEY TERMS

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APPENDIX D

Glossary of Key Terms

Agile & Project Management Terms

- **Agile Development:** A flexible, iterative approach to software development that emphasizes collaboration, continuous feedback, and incremental delivery of functional components.
- **Operational Readiness Review (ORR):** A final review conducted to confirm that the system is ready for deployment, including verification of training, data migration, and system functionality.
- **Product Backlog:** A prioritized list of features, enhancements, and fixes that guide the development of the system.
- **Sprint Review:** A regular meeting at the end of each sprint where the project team presents completed work to stakeholders for feedback.
- **Sprint:** A short, time-boxed period (typically 1–2 weeks) during which specific work is completed and reviewed.
- **System Verification Report (SVR):** A document certifying that the system has passed all acceptance tests and meets the specified requirements.
- **User Acceptance Testing (UAT):** A formal process where end-users test the system to ensure it meets business requirements before launch.

Berkeley Rent Board Specific Terms

- **Annual General Adjustment:** The yearly percentage increase in rent allowed for controlled units, set by the Rent Board based on inflation and other economic factors.
- **Case Management:** The tracking and coordination of individual cases, including housing counseling cases, petitions, and hearings.
- **Document Management System (DMS):** A system module that securely stores, organizes, and retrieves documents related to properties, cases, hearings, and registration.
- **Exempt Rental Units:** Units that are not subject to rent control or eviction protections under the Rent Stabilization Ordinance.
- **Fully Covered Rental Units:** Units that are subject to both rent control and eviction protections under the Berkeley Rent Stabilization Ordinance. Landlords must register these units and pay the fully covered unit registration fee.
- **Housing Counseling:** Services provided by Rent Board staff to assist tenants and landlords with understanding their rights and responsibilities under the Rent Stabilization Ordinance.
- **Just Cause for Eviction:** A set of legally defined reasons for which a landlord may evict a tenant, including failure to pay rent, violation of lease terms, or owner move-in.
- **Partially Covered Rental Units:** Units that are exempt from rent control but are still subject to eviction protections under the Rent Stabilization Ordinance, Landlords must register these units and pay the partially covered unit registration fee.
- **Petition Lifecycle:** The end-to-end process for managing tenant and landlord petitions, including intake, review, hearings, determinations, and appeals.
- **Registration Fee:** An annual fee paid by landlords to fund the operations of the Rent Board, due July 1st (or the nearest business day) each year.

- **Rent Ceiling:** The maximum lawful rent a landlord can charge for a controlled rental unit, as determined by the Rent Board.
- **Rent Registry:** The Rent Board's existing database that is used to track rental properties, units, tenancy information, and rent history in Berkeley.
- **Rent Stabilization Board:** The city agency responsible for administering and enforcing Berkeley's Rent Stabilization and Eviction for Good Cause Ordinance (Berkeley Municipal Code Chapter 13.76). Also referred to as the RSB, Rent Board, Board, or Agency.
- **Rent Stabilization Ordinance:** The local law (Berkeley Municipal Code Chapter 13.76) that establishes rent control and tenant protections in Berkeley

Technical Terms

- **Accessibility Compliance (WCAG 2.1):** Standards ensuring that digital content is accessible to users with disabilities, including screen reader compatibility and keyboard navigation.
- **Cloud-Based Platform:** A system hosted on remote servers and accessed via the internet, offering scalability, reliability, and remote access.
- **Data Migration:** The process of transferring data from existing systems into the new system, ensuring accuracy, completeness, and integrity.
- **Disaster Recovery Plan (DRP):** A documented strategy for restoring system functionality and data access in the event of a failure or disaster.
- **End-of-Life (EOL) Support:** Activities related to decommissioning the system, including data archiving, transfer, and documentation for future use or migration.
- **Modular System:** A system architecture composed of distinct components (modules) that can operate independently or together, allowing for scalability and flexibility.
- **Multilingual Support:** System capability to provide interfaces and content in multiple languages to serve diverse user populations.
- **Service-Level Agreement (SLA):** A formal commitment outlining the expected level of service, including response times, uptime, and support availability.
- **System Integration:** The process of linking different modules and external systems to function as a unified platform.
- **UI/UX (User Interface/User Experience):** The design and usability of the system's interface, ensuring it is intuitive and accessible for all users.

ATTACHMENT A – CHECKLIST

The following items are required for submission of a Proposal responsive to this RFP:

Item	Description / Requirements	Pg. Limit
<input type="checkbox"/> Cover Letter	Brief introduction of the firm, identify primary contact, and confirm intent to be bound by the proposal.	2 pages
<input type="checkbox"/> Title Page with Contractor Identification	Include RFP subject and submission date, firm name, principal business location, contact person’s name, phone, email, and company tax ID.	1 page
<input type="checkbox"/> Table of Contents	Clear identification of material by section and page number.	1 page
<input type="checkbox"/> Executive Summary	Overview of proposed solution addressing Drivers, Needs, and Expected System Overview.	4 pages
<input type="checkbox"/> Work Plan	Detailed plan for performing tasks in Scope of Services, including timeline, milestones, approach to analysis, configuration, testing, training, launch, team roles, and stakeholder engagement.	30 pages
<input type="checkbox"/> Functional and Technical Response	Narrative or matrix showing how the system meets functional and technical requirements, including integration, analytics, document management, accessibility, interoperability, as well as privacy, security, and resilience requirements.	10 pages
<input type="checkbox"/> Support and Maintenance	Description of post-launch support, help desk, SLAs, updates, and ongoing training.	5 pages
<input type="checkbox"/> Accessibility and User Experience	Explain compliance with accessibility standards (e.g., WCAG 2.1), multilingual support, and intuitive user experience.	5 pages
<input type="checkbox"/> Qualifications and References	Describe team qualifications, firm details, subcontractor qualifications, roles, and responsibilities; key personnel, past projects, relevant experience, documentation samples, and references.	20 pages
<input type="checkbox"/> Contract Terminations	Provide documentation relating to any of your firms’ terminations for default within the past five (5) years, or indicate that your firm has not experienced this.	Submit separately
<input type="checkbox"/> Cost Proposal	Provide completed and signed pricing form covering entire Scope of Services including fixed hourly labor rates, surcharges, and indirect costs. Indicate eligibility for evaluation under the Berkeley local vendor business preference.	Submit separately
<input type="checkbox"/> Financial Standing	Provide a general description of the firm’s financial situation identifying conditions or circumstances that could impact the firm’s ability to complete the project. Provide an audited financial statement or similar financial report covering a period of at least three (3) years and dated no more than twelve (12) months prior to the date of proposal submission.	Submit separately
<input type="checkbox"/> City of Berkeley Required Forms	The following forms, completed and signed in blue ink. <ul style="list-style-type: none"> <input type="checkbox"/> Attachment B: Non-Discrimination Requirements Form <input type="checkbox"/> Attachment C: Nuclear-Free Berkeley Disclosure Form <input type="checkbox"/> Attachment D: Oppressive States Form <input type="checkbox"/> Attachment E: Sanctuary City Contracting Ordinance Form <input type="checkbox"/> Attachment F: Living Wage Form (<i>may be optional</i>) <input type="checkbox"/> Attachment G: Equal Benefits Certification (EBO-1) (<i>may be optional</i>) 	Submit Separately

ADDITIONAL SUBMITTALS REQUIRED FROM SELECTED VENDOR ONLY AFTER RENT BOARD APPROVAL TO AWARD CONTRACT:

Item	Description / Requirements	Pg. Limit
<input type="checkbox"/> Evidence of Insurance	Provide original signed in blue ink of Evidence of Insurance <ul style="list-style-type: none"> <input type="checkbox"/> Auto <input type="checkbox"/> Liability <input type="checkbox"/> Worker's Compensation 	n/a
<input type="checkbox"/> Right to Audit Form	Attachment H	n/a
<input type="checkbox"/> Commercial General & Automobile Liability Endorsement Form	Attachment I	n/a
<input type="checkbox"/> Business License	City of Berkeley Business License - Current Year Certificate	n/a

NON-DISCRIMINATION/WORKFORCE COMPOSITION

FOR ALL CONTRACTS: 5 OR MORE EMPLOYEES

To assist the City of Berkeley in implementing its Non-Discrimination policy, you're requested to furnish information regarding your personnel, as indicated below, and return this form to the City Department handling your contract.

ORGANIZATION _____

ADDRESS _____

BUSINESS LICENSE # _____

You may complete this online & make entries in these cells, they will be automatically totaled at the bottom; or print the form & complete by hand/typewriter.

Occupational Category (see page 2 for definitions)	ALL EMPLOYEES		WHITE		BLACK		ASIAN		HISPANIC		OTHER (specify)**	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Administrators												
Professionals												
Technicians												
Protective Service Workers												
Para-professionals												
Office/Clerical												
Skilled Craft Workers												
Service/Maintenance												
Other Occupation: Specify*												
Totals												

*Specify other occupation: _____

**Specify other ethnicity: _____

Is your business MBE/WBE/DBE certified?

If Yes, by what agency? _____

If Yes, please specify:

or ethnic identification: _____

Do you have a policy of non-discrimination?

Signature _____

Date _____

Print/Type Name of Signer _____

Verified by _____

Date _____

City of Berkeley Contract Administrator

CITY OF BERKELEY
Nuclear Free Zone Disclosure Form

I (we) certify that:

1. I am (we are) fully cognizant of any and all contracts held, products made or otherwise handled by this business entity, and of any such that are anticipated to be entered into, produced or handled for the duration of its contract(s) with the City of Berkeley. (To this end, more than one individual may sign this disclosure form, if a description of which type of contracts each individual is cognizant is attached.)
2. I (we) understand that Section 12.90.070 of the Nuclear Free Berkeley Act (Berkeley Municipal Code Ch. 12.90; Ordinance No. 5784-N.S.) prohibits the City of Berkeley from contracting with any person or business that knowingly engages in work for nuclear weapons.
3. I (we) understand the meaning of the following terms as set forth in Berkeley Municipal Code Section 12.90.130:

"Work for nuclear weapons" is any work the purpose of which is the development, testing, production, maintenance or storage of nuclear weapons or the components of nuclear weapons; or any secret or classified research or evaluation of nuclear weapons; or any operation, management or administration of such work.

"Nuclear weapon" is any device, the intended explosion of which results from the energy released by reactions involving atomic nuclei, either fission or fusion or both. This definition of nuclear weapons includes the means of transporting, guiding, propelling or triggering the weapon if and only if such means is destroyed or rendered useless in the normal propelling, triggering, or detonation of the weapon.

"Component of a nuclear weapon" is any device, radioactive or non-radioactive, the primary intended function of which is to contribute to the operation of a nuclear weapon (or be a part of a nuclear weapon).

4. Neither this business entity nor its parent nor any of its subsidiaries engages in work for nuclear weapons or anticipates entering into such work for the duration of its contract(s) with the City of Berkeley.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name:

Title:

Signature:

Date:

Business Entity:

CITY OF BERKELEY
Oppressive States Compliance Statement for Personal Services

The undersigned, an authorized agent of _____ (hereafter "Vendor"), has had an opportunity to review the requirements of Berkeley City Council Resolution Nos. 59,853-N.S., 60,382-N.S., and 70,606-N.S., (hereafter "Resolutions"). Vendor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with those Business Entities which maintain business relationships with morally repugnant regimes. Vendor understands the meaning of the following terms used in the Resolutions:

"Business Entity" means "any individual, firm, partnership, corporation, association or any other commercial organization, including parent-entities and wholly-owned subsidiaries" (to the extent that their operations are related to the purpose of the contract with the City).

"Oppressive State" means: **Tibet Autonomous Region, the provinces of Aho, Kham, and U-Tsang; and Burma (Myanmar)**

"Personal Services" means "the performance of any work or labor and shall also include acting as an independent contractor or providing any consulting advice or assistance, or otherwise acting as an agent pursuant to a contractual relationship."

Contractor understands that it is not eligible to receive or retain a City contract if at the time the contract is executed, or at any time during the term of the contract it provides Personal Services to:

- a. The governing regime in any Oppressive State.
- b. Any business or corporation organized under the authority of the governing regime of any Oppressive State.
- c. Any person for the express purpose of assisting in business operations or trading with any public or private entity located in any Oppressive State.

Vendor further understands and agrees that Vendor's failure to comply with the Resolution shall constitute a default of the contract and the City Manager may terminate the contract and bar Vendor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

The undersigned is familiar with, or has made a reasonable effort to become familiar with, Vendor's business structure and the geographic extent of its operations. By executing the Statement, Vendor certifies that it complies with the requirements of the Resolution and that if any time during the term of the contract it ceases to comply, Vendor will promptly notify the City Manager in writing.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

I am unable to execute this Statement; however, Vendor is exempt under Section VII of the Resolution. I have attached a separate statement explaining the reason(s) Vendor cannot comply and the basis for any requested exemption.

Signature: _____ Date: _____

Contract Description/Specification No.: _____

Attachment D

CITY OF BERKELEY
Sanctuary City Compliance Statement

The undersigned, an authorized agent of _____ (hereafter "Contractor"), has had an opportunity to review the requirements of Berkeley Code Chapter 13.105 (hereafter "Sanctuary City Contracting Ordinance" or "SCCO"). Contractor understands and agrees that the City may choose with whom it will maintain business relations and may refrain from contracting with any person or entity that provides Data Broker or Extreme Vetting services to the U.S. Immigration and Customs Enforcement Division of the United States Department of Homeland Security ("ICE"). Contractor understands the meaning of the following terms used in the SCCO:

- a. "Data Broker" means either of the following:
 - i. The collection of information, including personal information about consumers, from a wide variety of sources for the purposes of reselling such information to their customers, which include both private-sector business and government agencies;
 - ii. The aggregation of data that was collected for another purpose from that for which it is ultimately used.

- b. "Extreme Vetting" means data mining, threat modeling, predictive risk analysis, or other similar services." Extreme Vetting does not include:
 - i. The City's computer-network health and performance tools;
 - ii. Cybersecurity capabilities, technologies and systems used by the City of Berkeley Department of Information Technology to predict, monitor for, prevent, and protect technology infrastructure and systems owned and operated by the City of Berkeley from potential cybersecurity events and cyber-forensic based investigations and prosecutions of illegal computer based activity.

Contractor understands that it is not eligible to receive or retain a City contract if at the time the Contract is executed, or at any time during the term of the Contract, it provides Data Broker or Extreme Vetting services to ICE.

Contractor further understands and agrees that Contractor 's failure to comply with the SCCO shall constitute a material default of the Contract and the City Manager may terminate the Contract and bar Contractor from bidding on future contracts with the City for five (5) years from the effective date of the contract termination.

By executing this Statement, Contractor certifies that it complies with the requirements of the SCCO and that if any time during the term of the Contract it ceases to comply, Contractor will promptly notify the City Manager in writing. Any person or entity who knowingly or willingly supplies false information in violation of the SCCO shall be guilty of a misdemeanor and up to a \$1,000 fine.

Based on the foregoing, the undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this _____ day of _____, 20__, at _____, California.

Printed Name: _____ Title: _____

Signed: _____ Date: _____

Business Entity: _____

CITY OF BERKELEY
Living Wage Certification for Providers of Services

TO BE COMPLETED BY ALL PERSONS OR ENTITIES ENGAGING IN A CONTRACT FOR PERSONAL SERVICES WITH THE CITY OF BERKELEY.

The Berkeley Municipal Code Chapter 13.27, Berkeley's Living Wage Ordinance (LWO), provides that contractors who engage in a specified amount of business with the City (except where specifically exempted) under contracts which furnish services to or for the City in any twelve (12) month period of time shall comply with all provisions of this Ordinance. The LWO requires a City contractor to provide City mandated minimum compensation to all eligible employees, as defined in the Ordinance. In order to determine whether this contract is subject to the terms of the LWO, please respond to the questions below. Please note that the LWO applies to those contracts where the contractor has achieved a cumulative dollar contracting amount with the City. Therefore, even if the LWO is inapplicable to this contract, subsequent contracts may be subject to compliance with the LWO. Furthermore, the contract may become subject to the LWO if the status of the Contractor's employees change (i.e. additional employees are hired) so that Contractor falls within the scope of the Ordinance.

Section I.

1. IF YOU ARE A FOR-PROFIT BUSINESS, PLEASE ANSWER THE FOLLOWING QUESTIONS

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid, or proposal, with the City of Berkeley for a cumulative amount of \$25,000.00 or more?

YES _____ NO _____

If **no**, this contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If **yes**, please continue to question 1(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 1(a) and 1(b) this contract **IS** subject to the LWO. If you responded "NO" to 1(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

2. IF YOU ARE A NON-PROFIT BUSINESS, AS DEFINED BY SECTION 501(C) OF THE INTERNAL REVENUE CODE OF 1954, PLEASE ANSWER THE FOLLOWING QUESTIONS.

a. During the previous twelve (12) months, have you entered into contracts, including the present contract, bid or proposal, with the City of Berkeley for a cumulative amount of \$100,000.00 or more?

YES _____ NO _____

If no, this Contract is NOT subject to the requirements of the LWO, and you may continue to Section II. If yes, please continue to question 2(b).

b. Do you have six (6) or more employees, including part-time and stipend workers?

YES _____ NO _____

If you have answered, "YES" to questions 2(a) and 2(b) this contract **IS** subject to the LWO. If you responded "NO" to 2(b) this contract **IS NOT** subject to the LWO. **Please continue to Section II.**

Section II

Please read, complete, and sign the following:

THIS CONTRACT IS SUBJECT TO THE LIVING WAGE ORDINANCE.

THIS CONTRACT IS NOT SUBJECT TO THE LIVING WAGE ORDINANCE.

The undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, hereby certifies that he or she is fully aware of Berkeley's Living Wage Ordinance, and the applicability of the Living Wage Ordinance, and the applicability of the subject contract, as determined herein. The undersigned further agrees to be bound by all of the terms of the Living Wage Ordinance, as mandated in the Berkeley Municipal Code, Chapter 13.27. If, at any time during the term of the contract, the answers to the questions posed herein change so that Contractor would be subject to the LWO, Contractor will promptly notify the City Manager in writing. Contractor further understands and agrees that the failure to comply with the LWO, this certification, or the terms of the Contract as it applies to the LWO, shall constitute a default of the Contract and the City Manager may terminate the contract and bar Contractor from future contracts with the City for five (5) years from the effective date of the Contract termination. If the contractor is a for-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 25% or more of their compensated time engaged in work directly related to the contract with the City. If the contractor is a non-profit business and the LWO is applicable to this contract, the contractor must pay a living wage to all employees who spend 50% or more of their compensated time engaged in work directly related to the contract with the City.

These statements are made under penalty of perjury under the laws of the state of California.

Printed Name: _____ Title: _____

Signature: _____ Date: _____

Business Entity: _____

Contract Description/Specification No: **Project Name/XX-XXXXX**

Section III

-
- **** FOR ADMINISTRATIVE USE ONLY -- PLEASE PRINT CLEARLY ****

I have reviewed this Living Wage Certification form, in addition to verifying Contractor's total dollar amount contract commitments with the City in the past twelve (12) months, and determined that this Contract IS / IS NOT (circle one) subject to Berkeley's Living Wage Ordinance.

Department Name

Department Representative

To be completed by Contractor/Vendor

Form EBO-1
CITY OF BERKELEY



CERTIFICATION OF COMPLIANCE WITH EQUAL BENEFITS ORDINANCE

If you are a contractor, return this form to the originating department/project manager. If you are a vendor (supplier of goods), return this form to the Purchasing Division of the Finance Dept.

SECTION 1. CONTRACTOR/VENDOR INFORMATION

Form with fields: Name, Vendor No., Address, City, State, ZIP, Contact Person, Telephone, E-mail Address, Fax No.

SECTION 2. COMPLIANCE QUESTIONS

- A. The EBO is inapplicable to this contract because the contractor/vendor has no employees.
B. Does your company provide (or make available at the employees' expense) any employee benefits?
C. Does your company provide (or make available at the employees' expense) any benefits to the spouse of an employee?
D. Does your company provide (or make available at the employees' expense) any benefits to the domestic partner of an employee?
E. Are the benefits that are available to the spouse of an employee identical to the benefits that are available to the domestic partner of the employee?

SECTION 3. PROVISIONAL COMPLIANCE

- A. Contractor/vendor is not in compliance with the EBO now but will comply by the following date:
B. If you have taken all reasonable measures to comply with the EBO but are unable to do so, do you agree to provide employees with a cash equivalent?*

* The cash equivalent is the amount of money your company pays for spousal benefits that are unavailable for domestic partners.

SECTION 4. REQUIRED DOCUMENTATION

At time of issuance of purchase order or contract award, you may be required by the City to provide documentation (copy of employee handbook, eligibility statement from your plans, insurance provider statements, etc.) to verify that you do not discriminate in the provision of benefits.

SECTION 5. CERTIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that I am authorized to bind this entity contractually. By signing this certification, I further agree to comply with all additional obligations of the Equal Benefits Ordinance that are set forth in the Berkeley Municipal Code and in the terms of the contract or purchase order with the City.

Executed this _____ day of _____, in the year _____, at _____, _____
(City) (State)

Name (please print)

Signature

Title

Federal ID or Social Security Number

FOR CITY OF BERKELEY USE ONLY

- Non-Compliant (The City may not do business with this contractor/vendor)
- One-Person Contractor/Vendor Full Compliance Reasonable Measures
- Provisional Compliance Category, Full Compliance by Date: _____
- Staff Name(*Sign and Print*): _____ Date: _____

CITY OF BERKELEY
Right to Audit Form

The contractor agrees that pursuant to Section 61 of the Berkeley City Charter, the City Auditor's office may conduct an audit of Contractor's financial, performance and compliance records maintained in connection with the operations and services performed under this contract.

In the event of such audit, Contractor agrees to provide the Auditor with reasonable access to Contractor's employees and make all such financial, performance and compliance records available to the Auditor's office. City agrees to provide Contractor an opportunity to discuss and respond to/any findings before a final audit report is filed.

Signed: _____ Date: _____

Print Name & Title: _____

Company: _____

Please direct questions regarding this form to the Auditor's Office, at (510) 981-6750.

CITY OF BERKELEY
Commercial General and Automobile Liability Endorsement

The attached Certificates of Insurance are hereby certified to be a part of the following policies having the following expiration dates:

Policy No.	Company Providing Policy	Expir. Date
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

The scope of the insurance afforded by the policies designated in the attached certificates is not less than that which is afforded by the Insurance Service Organization's or other "Standard Provisions" forms in use by the insurance company in the territory in which coverage is afforded.

Such Policies provide for or are hereby amended to provide for the following:

1. The named insured is _____.
2. CITY OF BERKELEY ("City") is hereby included as an additional insured with respect to liability arising out of the hazards or operations under or in connection with the following agreement:
_____.

The insurance provided applies as though separate policies are in effect for both the named insured and City, but does not increase the limits of liability set forth in said policies.

3. The limits of liability under the policies are not less than those shown on the certificate to which this endorsement is attached.
4. Cancellation or material reduction of this coverage will not be effective until thirty (30) days following written notice to _____, Department of _____, Berkeley, CA.
5. This insurance is primary and insurer is not entitled to any contribution from insurance in effect for City.

The term "City" includes successors and assigns of City and the officers, employees, agents and volunteers.

Insurance Company

Date: _____

By: _____
Signature of Underwriter's
Authorized Representative



Data System Project RFP Update

March 23, 2026

PRESENTED FOR
Berkeley Rent Board

PRESENTERS
Andrew Chang, Principal Program Manager
Lief Bursell, Principal Planner

Attachment 2.



Background

- Rent Board is seeking new vendor for **Comprehensive Rental Information & Housing Services Management System**
- The Agency has exercised options to extend the contract through September 2027 with the incumbent vendor, 3Di Systems.
- Competitive solicitation = procurement best practices
- Opportunity to identify gaps in service, desired capabilities, and transition to more modern, secure, user-friendly system to support full range of RSB business operations.

Background & Work to Date

- **Cross-Functional Agency Committees**
 - Review of operational needs and functional and technical requirements
- **Stakeholder Engagement**
 - Feedback on existing Registry
 - 679 Responses
- **Four proposals received by deadline**
 - Currently under evaluation by Selection Committee



Process Improvements for the Current RFP Cycle

“What we did differently this time”

Data System All-Staff Workshop

Survey of landlords, tenants and property managers

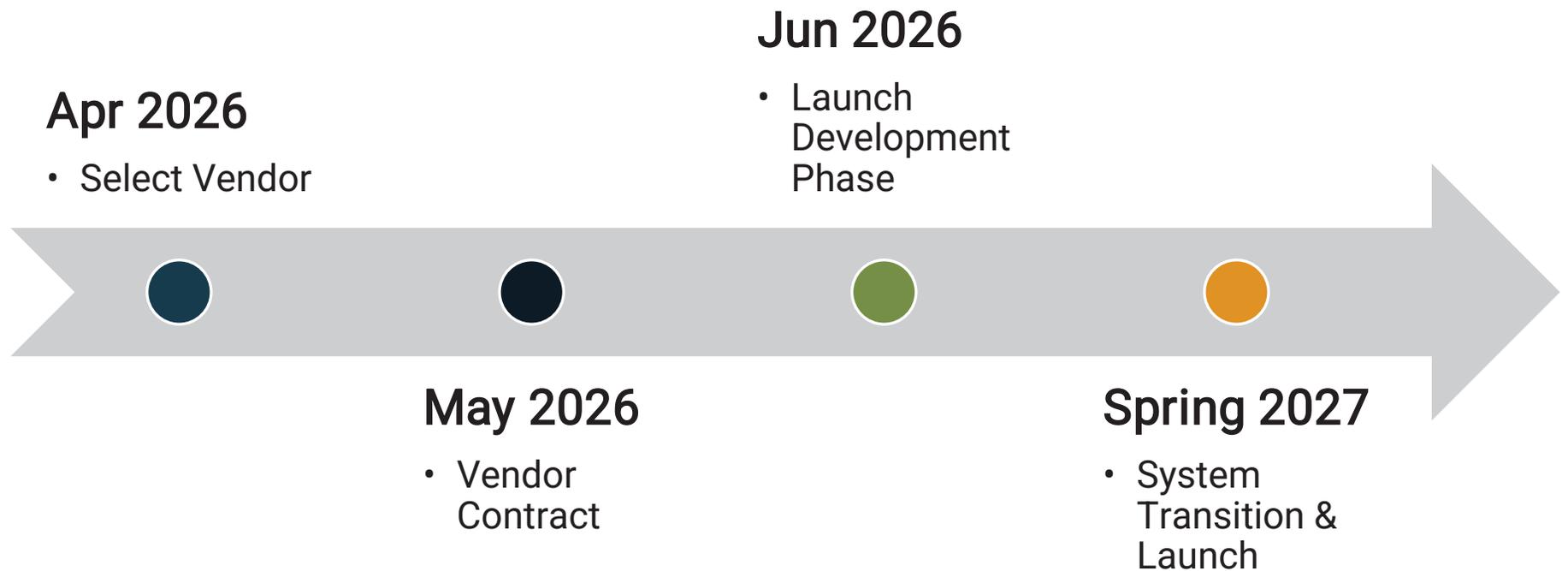
Incorporating staff and community Feedback in RFP

Project Management Changes & Improvements

Expanded Vendor Identification & Engagement

Dedicated Integrations Committee

Next Steps





Thank you!

Questions?



2000 Center Street Suite 400
Berkeley, CA 94707
Open Hours: M, T, Th, F, 9 am - 4:45 pm
(510) 981-RENT (7368)
rent@berkeleyca.gov
rentboard.berkeleyca.gov/



Join Our Email List!

Policy Updates, Regulation Reminders,
Education, and More!
bit.ly/RSBmailinglists



Follow Us on Social Media

@BerkeleyRentBoard on Instagram, Facebook,
Bluesky, and LinkedIn



Traducción disponible ¡Llámanos!

提供翻譯。致電我們！

Có sẵn bản dịch Hãy gọi cho chúng tôi!

!الترجمة متاحة . اتصل بنا

March 6, 2026

RE: Notice of Apparent Lawful Rent Ceiling

Dear Tenant:

Enclosed is a **Notice of Apparent Lawful Rent Ceiling (ALRC)** for your unit, which may include: 1) the maximum allowable rent that can be charged for your rental unit; 2) the initial rent of the current tenancy; 3) the start date of the current tenancy; 4) the number of occupants permitted within the rent ceiling; and 5) the housing services included in the rent ceiling.

For most tenancies that began after January 1, 1999, the initial rent amount a tenant agrees to pay at the start of the tenancy becomes the legal base rent for the rest of that tenancy. Increases above that base rent are controlled by the Rent Stabilization Board.

This Notice is informational and is **not** a formal, binding determination. The Notice is based on the Rent Board's records, as reported by the owner. Our records are generally very reliable, but they may contain clerical errors, omissions, or be out of date because current information was not provided. It's important that you review this Notice for accuracy by first **checking the start date and initial rent for the tenancy**.

- **If the Tenancy Start Date and Initial Rent in the Notice are Correct:**

If you are paying more than the rent amount indicated, you may be entitled to a refund of the excess. Please contact a housing counselor at (510) 981-7368 Ext. 1 to discuss your situation.

- **If the Tenancy Start Date and/or Initial Rent in the Notice is Incorrect:**

This means we do not have up-to-date information about your tenancy. You can help protect your rights by submitting information to update the Rent Board's data. To bring our records up to date, please submit a Vacancy Registration Form and a copy of your lease to rentregistry@berkeleyca.gov. Evidence should clearly indicate the street address and number of the unit in question, the initial rent, and lease start date. Please also provide any supplemental information, such as petitions or administrative determinations, that may have resulted in adjustments to the rent ceiling.

Note: If you are in a government-subsidized unit and your tenancy was registered with the Rent Board prior to the adoption of Measure BB, your tenancy start date in the Registry will be 12/20/2024.

You can learn more about what a rent ceiling is and what it means for you, as well as access copies of required forms, by scanning the QR code or by visiting our website at <http://bit.ly/RentCeiling>.



Sincerely,

DéSeana Williams
Executive Director

Stay informed about your rights! Sign up for our emails and follow us on social media: bit.ly/m/FollowBRB

**Commissioner Attendance at Rent Stabilization Board Meetings
Through Q4 of 2025**

2025	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER
January 16	Present	Present	Present	Present	Present	Present	Absent*	Present	Present
February 20	Present	Present	Absent*	Present	Present	Present	Present	Present	Present
March 20	Present	Present	Present	Present	Absent*	Present	Present	Present	Absent*
April 17	Present	Present	Present	Present	Present	Present	Present	Present	Present
May 15	Present	Present	Present	Present	Present	Absent*	Present	Present	Present
June 19	Present	Present	Present	Present	Present	Present	Present	Present	Present
July 17	Present	Present	Present	Present	Present	Present	Present	Present	Absent*
August 21 (Cancelled)	NA	NA	NA	NA	NA	NA	NA	NA	NA
September 18	Present	Present	Present	Present	Present	Present	Present	Present	Present
<i>October 10 (Special Meeting)</i>	Present	Present	Absent	Present	Present	Present	Present	Present	Absent
October 16	Present	Present	Present	Present	Present	Present	Absent*	Present	Present
November 20	Present	Present	Present	Present	Present	Present	Present	Present	Present
December 18	Present	Present	Present	Present	Present	Present	Absent*	Present	Absent*
Red = absent without notice									

* = Absent **with** compensation

** = Absent due to a medical reason

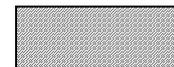
Bold and italicized = Special Meeting

Commissioner Attendance
 Rent Stabilization Board COMMITTEE Meetings:
 January - March (Q1)

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER
Budget & Personnel									
Tuesday, February 18, 2025	Present			Present			Present		Present
Tuesday, March 11, 2025	Present			Present			Present		Absent
Climate Resilience & Habitability									
<i>This Committee did not meet this quarter.</i>									
Eviction / Section 8 / Foreclosure									
<i>This Committee did not meet this quarter.</i>									
LIRA									
Thursday, March 6, 2025	Present	Present				Present	Present		
Outreach									
Monday, February 10, 2025				Present	Present	Present		Present	
Monday, March 10, 2025				Present	Present	Present		Present	
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
<i>This Committee did not meet this quarter.</i>									
2 x 2 Joint Committee on Housing (BUSD/Rent Board)									
Monday, March 3, 2025	Present				Present				

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

Commissioner Attendance
Rent Stabilization Board COMMITTEE Meetings
April - June (Q2)

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER
Budget & Personnel									
Thursday May 1, 2025	Present			Present			Present		Present
Tuesday, June 3, 2025	Present			Present			Present		Present
Climate Resilience Committee									
Monday, May 5, 2025					Present	Present		Present	Present
Eviction / Section 8 / Foreclosure									
Tuesday, May 13, 2025		Present	Present				Present		
LIRA									
Thursday April 10, 2025	Present	Present				Present	Present		
Thursday May 8, 2025	Present	Present				Present	Present		
Outreach									
Monday, May 12, 2025 - CANCELLED									
Monday, June 9, 2025				Absent	Present	Present		Present	
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
Friday, May 16, 2025	Present		Present		Absent			Present	
2 x 2 Joint Committee on Housing (BUSD/Rent Board)									
Monday, May 5, 2025 - CANCELLED									

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

Rent Board Commissioner Attendance
COMMITTEE Meetings
 July-September (Q3)

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER
Budget & Personnel									
Climate Resilience Committee									
Eviction / Section 8 / Foreclosure									
Tuesday, July 8, 2025		Present	Present				Present		
Tuesday, Septemeber 9, 2025		Present	Present				Present		
LIRA									
Tuesday, July 22, 2025	Present	Present				Absent	Present		
Outreach									
Monday, July 14, 2025				Present	Present	Present		Present	
Monday, September 8, 2025				Present	Absent	Present		Present	
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
2 x 2 Joint Committee on Housing (BUSD/Rent Board)									
Monday, September 29, 2025	Present				Present				

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

Commissioner Attendance
 Rent Stabilization Board COMMITTEE Meetings
 October - December (Q4)

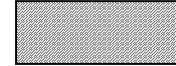
COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER
Ad Hoc									
Monday, October 27, 2025	Present	Present						Present	
Wednesday, November 19, 2025	Present	Present						Present	
Budget & Personnel									
Thursday, October 30, 2025	Present			Present			Present		Present
Tuesday, December 2, 2025	Present			Present			Present		Present
Climate Resilience & Habitability									
Thursday, October 2nd - No Quorum									
Eviction / Section 8 / Foreclosure									
LIRA									
Thursday, October 9, 2025	Present	Present				Present	Present		
Wednesday, December 3, 2025	Present	Present				Present	Present		
Outreach									
Friday, November 7, 2025				Present	Present	Present		Present	
Thursday, December 4, 2025				Present	Present	Present		Present	
4 x 4 Joint Committee on Housing (City Council/Rent Board)									
Friday, November 7, 2025	Present		Present		Present			Present	
2 x 2 Joint Committee on Housing (BUSD/Rent Board)									

**Commissioner Attendance
 Rent Stabilization Board COMMITTEE Meetings
 October - December (Q4)**

COMMITTEES	Soli ALPERT	Stefan ELGSTRAND	Xavier JOHNSON	Andy KELLEY	Vanessa Danielle MARRERO	Ida MARTINAC	Nathan MIZELL	Alfred TWU	Dominique WALKER

^ = Meeting cancelled due to lack of a quorum

* = Absent with compensation



= Not a member of this Committee at this time

2025 Unanticipated Remote Participation at Rent Board and Committee Meetings

Soli ALPERT									
Stefan ELGSTRAND									
Xavier JOHNSON									
Andy KELLEY	7/14/2025 Outreach Committee Meeting - Emergency Provision								
Vanessa Danielle MARRERO	1/16/2025 Regular Board Meeting Just Cause	7/17/2025 Regular Board Meeting - Emergency Provision							
Ida MARTINAC									
Nathan MIZELL									
Alfred TWU									
Dominique WALKER									



2000 Center Street, Suite 400
Berkeley, CA 94704
(510) 981-RENT (7368)
rent@berkeleyca.gov
rentboard.berkeleyca.gov/

Item 12.d.

The Rent Board Review

Housing News You Can Use!
Spring 2026

In This Issue:

- What Landlords & Tenants Should Know This Spring
- Executive Director's Message
- Rent Board Services Roundup

Traducción disponible ¡Llámanos! 提供翻譯。致電我們! الترجمة متاحة. اتصل بنا!

WHAT TENANTS SHOULD KNOW

2026 Apparent Lawful Rent Ceiling (ALRC) Notices Mailed to Tenants

Tenants in fully covered rental units will receive their 2026 Apparent Lawful Rent Ceiling Notices in the mail the week of March 8th. These are informational notices informing tenants of the maximum lawful amount they can be charged for rent. You can protect your rights by checking your ALRC Notices for accuracy. Go to our Rent Ceiling webpage to learn what to do if the information is inaccurate, or if the information is accurate but your current rent is more than the reported rent ceiling: bit.ly/RentCeiling



What is a Rent Ceiling?

3 Things to Know About Rent Control in Berkeley

- 1** A rent ceiling is the **maximum lawful amount of rent** a landlord can charge for a rental unit.
- 2** All **fully covered rental units have a rent ceiling** and are subject to rent control. In Berkeley, rent control means that once an initial rent is agreed upon for a new tenancy, future rent increases are controlled by the Rent Board and can only be changed by the Annual General Adjustment or through the Petition process.
- 3** Any **housing services** provided when the tenancy was established (e.g. water, trash, storage, laundry, etc.) are included in the rent ceiling and cannot later be charged separately without going through the Petition process.

Find your rent control coverage in our online Rent Registry!

Did you know you can look up your rent control coverage, your rent ceiling, and unit info in our online Rent Registry? You can even look up information on a property you're thinking about moving into!



IS MY UNIT COVERED BY RENT CONTROL IN BERKELEY?



→
@BerkeleyRentBoard

Learn More on Social Media!

Follow along on Social Media to learn more about rent control in Berkeley!

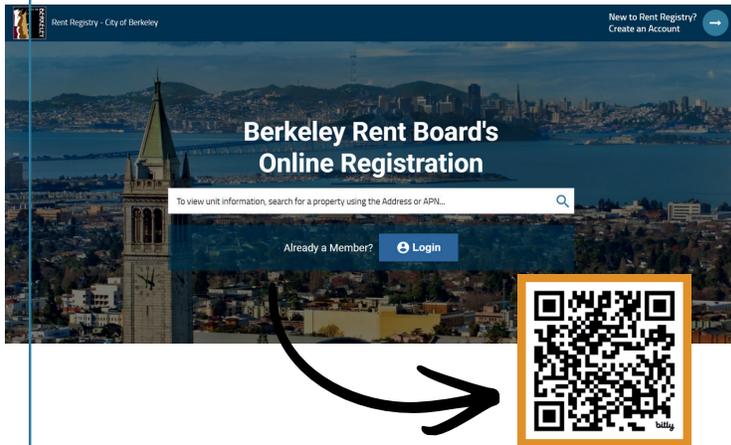
bit.ly/m/FollowBRB    

WHAT LANDLORDS SHOULD KNOW

Annual Registration Billing Opens in April!

Landlords of rental units covered by the Rent Ordinance are required to pay their annual registration fees by July 1. Our online Rent Registry will open for fee payments in April and paper bills will hit doorsteps in the first weeks of April.

Avoid the 100% penalty charge by paying on time by July 1!



Section 8 and Shelter Plus Care Landlords May Now Raise Rent Ceilings to Maximum Allowable Contract Rent

Landlords of government subsidized rental units in Berkeley can now petition the Rent Board to raise rent ceilings on their fully covered units to the maximum allowed by the subsidizing government agency. This does not impact the tenant's portion of rent paid to the landlord. Learn more about the qualifications and petition process in our recent news article: bit.ly/NewsBRB

3 Ways to Get Ready for Annual Fees

1

Have you set up your online Rent Registry account?

Paying online is the easiest way to pay your fees. If you haven't already done so, set up your online Rent Registry account and claim your properties. We have how-to videos to help!

2

Is your contact information up to date?

We'll contact you about your bill using the physical and email addresses listed in the Rent Registry, so make sure they're up to date to avoid missing important fee information.

3

Are your rental units properly registered?

Check to make sure your tenancy and property information is up to date in your account.

Don't Forget Annual Business Licenses and Other City of Berkeley Requirements!

Landlords often have additional legal and financial obligations with the City of Berkeley beyond those with the Berkeley Rent Board. Reminder that City of Berkeley Business licenses expire December 31 and must be renewed annually. For more details on requirements, fees, and penalties, please visit the City of Berkeley Business Licenses webpage or the Landlords webpage: berkeleyca.gov/

Rent Stability Supports Stable Communities

A Note from our Executive Director

Housing stability remains one of the most important foundations of a healthy community.

When residents feel secure in their homes, families can plan, small businesses can grow, and neighborhoods can thrive.

Across Berkeley, we continue to see the pressures that define today's housing landscape: rising operating costs, economic uncertainty, and increasing demand for limited housing stock. These realities affect both renters and housing providers.

Our role at the Berkeley Rent Board is to administer the law with fairness, clarity, and consistency, ensuring that Berkeley's rent stabilization system functions as intended and that the public has access to reliable information and responsive service. This quarter, our focus remains on strengthening core operations, improving our data systems, and ensuring that residents and property owners alike can navigate our processes with confidence.

We are here to support a housing environment that is **predictable, equitable, and sustainable for the entire Berkeley community.**

Yours in service,



DéSeana Williams

Berkeley Rent Board Executive Director

Rent Board Services Roundup

- **Housing Counseling**
- **Property Registration Support**
- **Tenant/Landlord Mediation**
- **Online Rent Registry**
- **Petitions**
- **Educational Events**
- **Language Access Services**

Traducción disponible. ¡Llámanos!

提供翻譯。致電我們!

!الترجمة متاحة. اتصل بنا

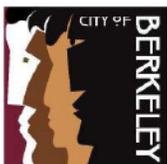
The Berkeley Rent Board is here to support a fair and thriving rental community. Whether you're a tenant, landlord, property manager, or real estate agent, we offer resources, education, and guidance to help you understand your rights and responsibilities under Berkeley's Rent Ordinance.

Visit Us: 2000 Center Street, Suite 400
Berkeley, CA 94704

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

Email Us: rent@berkeleyca.gov

Website: rentboard.berkeleyca.gov/



STATEMENT OF ECONOMIC INTERESTS NETFILE ONLINE FILING SYSTEM

Step 1: Log into NetFile to file the Form 700 electronically

1. Existing user: Go to <http://www.netfile.com/filer/> log in using your email address and password.
2. New User: If you are a new user, please follow the link "New User? Request a Password" to obtain your password. Simply enter your email address and a new password will be sent to you within a few minutes.
3. Lost password: In case you have misplaced or forgotten your NetFile password, please click on the "Lost Your Password?" link and provide your email address. A new password will be sent to you within a few minutes. Kindly ensure to check your email's spam folder as well.
4. Need to change email address: If you require a change in your registered email address, please contact the City Clerk Department and provide the updated information.

After successfully logging into your account, NetFile offers a variety of helpful resources including video tutorials, a user guide, and reference documents.

Step 2: Find your disclosure category

Click on the City of Berkeley Conflict of Interest Code link at the top of your home page. Find your position to see what information you need to disclose on your Form 700.

Step 3: How to file Form 700 electronically from your NetFile account page

- Under "Filings to Complete", select **all** boxes in the **Create** column, then click on "Start Selected Document(s)." Follow the onscreen prompts to navigate through the form.

1 Your Filing Category Requirements (Click to collapse or expand this panel)

1

Review the following document before proceeding - [City of Berkeley Conflict of Interest Code](#).

Filings to Complete

Current Filings to Complete

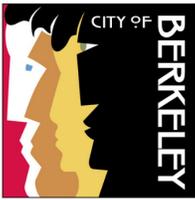
This table lists current unfulfilled filings you need to complete. Find the unfulfilled filing or filings you want to complete. Check the appropriate box or boxes in the **Create** column and then click the **Start Selected Document** button. **Note:** You may not be able to combine certain filing types.

Period Start	Period End	Deadline	Form	Type	Departments	Positions	Create	Edit	Del...
1/1/2024	12/31/2024	04/01/2025	Fppc700	Annual	All known	All known	<input type="checkbox"/>		

Start Selected Document

Step 4: After reviewing your draft Form 700, e-file the document in the system. No paper copy is required.

Learn more about the Form 700 by visiting the Fair Political Practices Commission (FPPC) website: <http://www.fppc.ca.gov/Form700.html>. The FPPC also provides advice at advice@fppc.ca.gov or (1-866-275-3772).



AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE AMENDMENTS
AT THE NOVEMBER 2026 GENERAL ELECTION MEETING

Thursday, March 5, 2026– 5:00 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

To access this meeting by Zoom

[Join the meeting from a PC, Mac, iPad, iPhone, or Android device.](#) If you do not want your name to appear on the screen, 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, enter Webinar ID: 833 9862 3093 and Passcode: 337367. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

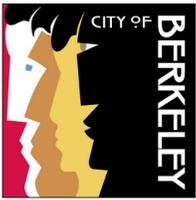
Email comments must be submitted to mbrown@berkeleyca.gov by **4:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE AMENDMENTS." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

Communications 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.



**AGENDA: AD HOC COMMITTEE TO CONSIDER RENT ORDINANCE AMENDMENTS
AT THE NOVEMBER 2026 GENERAL ELECTION MEETING**

Thursday, March 5, 2026- 5:00 pm.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA

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. Review and approval of minutes from the January 8, 2026 committee meeting (Attached to Agenda)
5. Public Comment
6. Discussion and possible action regarding potential Berkeley Rent Ordinance amendments to be placed on the November 2026 General Election Ballot (Attachment 2 – Working Document regarding Ordinance Amendments and Attachment 3 – Updated Possible Amendments to Ordinance from Committee Chair Alpert attached to agenda)
7. Adjournment

STAFF CONTACT: Matt Brown, General Counsel (510) 981-4930

COMMITTEE: Soli Alpert (Chair), Stefan Elgstrand, Alfred Twu



CLIMATE RESILIENCE AND SUSTAINABILITY COMMITTEE

Friday, March 13, 2026 – 6:00 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th Floor, Berkeley, CA 94704
Teleconference Location - 2010 Fifth Street, Unit 260, Berkeley, CA 94710

Public Participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

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To join by phone

Dial 1-669-900-6833, enter Webinar ID: 881 5514 3615 and Passcode: 278125. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

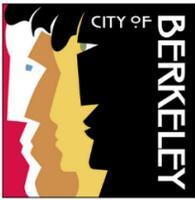
Email comments must be submitted to aeberhart@berkeleyca.gov by **4:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR CLIMATE RESILLIENCE & SUSTAINABILITY COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

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AGENDA: CLIMATE RESILIENCE AND SUSTAINABILITY COMMITTEE

Friday, March 13, 2026 – 6:00 p.m.

**Berkeley Rent Board Conference Room B – 2000 Center Street, 4th Floor, Berkeley, CA 94704
Teleconference Location - 2010 Fifth Street, Unit 260, Berkeley, CA 94710**

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
5. Election of Committee Chair
6. Approval of the May 5, 2025, Meeting Minutes
7. Discussion and Possible Action on Individual Rent Adjustments for Habitability Issues and evaluation of the existing rent reduction formulas for violations such as mold and other severe conditions. (Carried over from May 5, 2025, meeting)
8. Energy Outreach Project Planning: Review and discuss the draft work plan phases for a targeted outreach project aimed at identifying rental property owners who pay for tenant electricity and encouraging participation in energy efficiency programs (e/g/, solar rebates, electrification incentives, and energy audits) (Carried over from May 5, 2025, meeting).
9. Discussion and Prioritization of Future Agenda Items (See Item 13)

10. Review and Discussion of Request to LIRA Committee regarding future Capital Improvement Petitions.
11. Review and Discussion of Updated Request for additional support from Rent Board Legislative Advocate Brian Augusta.
12. Announcements
13. Next Meeting
14. Future Agenda Items
 - Decarbonization Without Displacement presentation
 - Review of the Habitability Plan and related complaints
 - Coordination with the Planning Department and Office of Energy and Sustainability
 - Progress on pilot project development and utility cost tracking related to Measure BB
 - Legal feasibility of partnerships with nonprofits for sustainability efforts
15. Adjournment

STAFF CONTACT: Amanda Eberhart, Registration Unit Manager (510) 981-4904

COMMITTEE: Ida Martinac (Chair), Vanessa Marrero, Alfred Twu



OUTREACH COMMITTEE MEETING

Wednesday, February 25, 2026 – 6:30 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

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To join by phone

Dial 1-669-900-6833, enter Webinar ID: 889 4918 6585 and Passcode: 589298. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

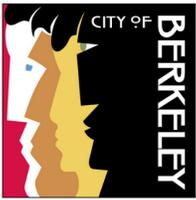
Email comments must be submitted to corozco@berkeleyca.gov by **4:30 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR OUTREACH COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

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Communications access information

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REVISED AGENDA: OUTREACH COMMITTEE MEETING

Wednesday, February 25, 2026 – 6:30 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA

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. Election of Committee Chair
5. Review and approval of January 28, 2026, Meeting Minutes
6. Public Comment
7. Rent Board Outreach Staff Report
8. Recommendation to adopt Resolution Advancing Justice: Ensuring Access and Inclusion for All (See attached report along with staff analysis)
9. Discussion and possible action for a Recommendation for Rent Board Language Access Policy, including improved language access on the website and potential language access hub, along with staff analysis of specific materials to be translated. (See attached report along with staff analysis)
10. Discussion and possible action to amend the description and purpose of the Outreach Committee which is now the Outreach and Accessibility Committee
11. Next Meeting Date – March 25, 2026
12. Future Agenda Items
13. Adjournment

STAFF CONTACT: Carla Orozco, Community Development Project Coordinator (510) 981-4934

COMMITTEE: Andy Kelley (Chair), Vanessa Marrero, Ida Martinac, Alfred Twu



2 X 2 JOINT COMMITTEE ON HOUSING

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

Wednesday, March 11, 2026 – 5:00 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA 94704

Teleconference Location – 2010 Fifth Street, Unit 260, Berkeley, CA 94710

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

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To join by phone

Dial 1-669-444-9171, enter Webinar ID: 879 1111 9232 and Passcode: 711905. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

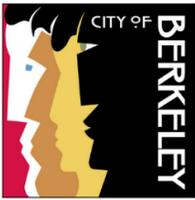
Email comments must be submitted to sscole@berkeleyca.gov by **3:00 p.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR 2x2 COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

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AGENDA: 2 X 2 JOINT COMMITTEE ON HOUSING - RSB/BUSD

Wednesday, March 11, 2026 – 5:00 p.m.

Berkeley Rent Board Conference Room B – 2000 Center Street, 4th floor, Berkeley, CA 94704

Teleconference Location – 2010 Fifth Street, Unit 260, Berkeley, CA 94710

1. Roll Call
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-Chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of agenda
4. Public comment
5. Election of Committee Chair
6. Approval of September 29, 2025, meeting minutes (attached to agenda)
7. Newsletter Addition-for BUSD Families
8. Upcoming BUSD and BRD Events
9. Digital Education Fall Quarterly Update
10. 2025 Rent Registry Survey Results
11. Update from BUSD Directors
12. Update from Committee Chair
13. Future agenda items

14. Discussion and possible action to set the next meeting

15. Adjournment

STAFF CONTACT: Shamika Cole, Finance Director (510) 981-4903

COMMITTEE MEMBERS:

Chair Soli Alpert (RSB) Mike Chang (BUSD)
Vanessa Marrero (RSB) Jennifer Shanoski (BUSD)



4 X 4 JOINT TASK FORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, February 20, 2026 – 12:00 p.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

Public participation

This meeting will be conducted in a hybrid model with both in-person and remote participation, and 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.

To access this meeting by Zoom

[Join from a PC, Mac, iPad, iPhone, or Android device](#). If you do not want your name to appear on the screen, 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 1-669-254-5252, enter Webinar ID: 161 785 7476 and Passcode: 456921. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

Email comments must be submitted to HKim@berkeleyca.gov by **9:00 a.m.** on the day of the meeting in order to be considered by the Committee and included in the public record. Format your subject line: "PUBLIC COMMENT ITEM FOR 4x4 COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

All rules of procedure and decorum apply for both in-person attendees and those participating remotely. Attendees at public meetings are reminded that other attendees may be sensitive to various scents. Please help the City respect these needs.

Communications 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.



AGENDA: 4 X 4 JOINT TASKFORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, February 20, 2026 – 12:00 p.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

1. Roll Call
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-Chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of agenda
4. Non-agenda public comment
5. Approval of January 23, 2026 meeting minutes
6. Discussion and possible recommendations on emergency eviction (requested by Co-Chair Alpert)
 - a. Agenda materials attached
7. Discussion relating to mandatory posting of emergency evacuation information in common areas (requested by Co-Chair Lunaparra)
8. Discussion on applicability of measure BB to nonprofit providers (requested by Councilmember Tregub)
9. Discussions of possible future agenda items
 - a. Proactive Housing Standards Enforcement

- b. Non-profit affordable housing providers eviction patterns
- c. City of Berkeley ICE employees hiring policy
- d. Recommendation on additional fees imposed on partially covered units

10. Confirm next meeting time change to 11 a.m.

11. Adjournment

COMMITTEE MEMBERS:

City Councilmember Ben Bartlett	Rent Board Chairperson Soli Alpert
City Councilmember Brent Blackaby	Rent Board Commissioner Xavier Johnson
City Councilmember Cecilia Lunaparra	Rent Board Commissioner Vanessa Danielle Marrero
City Councilmember Igor Tregub	Rent Board Commissioner Alfred Twu



Item 5.

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

Friday, January 23, 2026 – 11:00 a.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

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4 X 4 JOINT TASKFORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, January 23, 2026 – 11:00 a.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

Minutes – To Be Approved

1. Roll Call: CM Chair Lunaparra called the meeting to order at 11:02 am

Present: CM Blackaby, CM Chair Lunaparra, CM Tregub (joined remotely at 12pm), RB Chair Alpert, RBC Johnson, RBC Marrero, RBC Twu

Absent: CM Bartlett

Staff present: Kim, Ehlinger, Brown, D Williams, A. Chang, Klein, Bolotina, Ernst

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

The Land Acknowledgement Statement was played aloud.

3. Approval of agenda: M/S/C (Alpert/Twu) Approve the agenda with item 7 and 8 switched. Voice vote. Carried: 6-0-0-2. ABSENT: Bartlett, Tregub.
4. Non-agenda public comment: There was one public speaker.
5. Approval of November 7, 2025 meeting minutes: M/S/C (Twu/Blackaby) Voice vote. Carried 6-0-0-2. ABSENT: Bartlett, Tregub.
6. Discussion and possible recommendations on removing on-site manager exemption loophole for certain multi-family properties that are adjacent and/or share the same common area (requested by Councilmember Tregub)
 - a. Agenda materials attached: Taken as item 8. M/S/C (Alpert/Blackaby) Motion to make



- b. a positive qualified recommendation with the following qualifications: 1. keep current enforcement measures, 2. and to acquire more information on financial implications. Roll call vote. YES: Blackaby, Lunaparra, Tregub, Alpert, Johnson, Marrero, Twu; NO: None; ABSTAIN: None; ABSENT: Bartlett. Carried: 7-0-0-1.

7. Discussion and possible recommendation on additional fees imposed on partially covered units (requested by Chair Alpert):

No action. Alpert to return with a referral and additional information for the committee. One member of the public commented.

8. Discussion and possible recommendations on potential resolution supporting Minneapolis City Council in instating a temporary eviction moratorium (requested by Co-Chairs Alpert and Lunaparra): Presentation from Minneapolis Councilperson Robin Wonsely. There was one public speaker. Motion to approve with the following changes: 1. All references to the Rent Board or City of Berkeley/City Council changed to 4x4 Joint Task Force Committee on Housing. 2. Refer to the Rent Board and City Council. 3. Add after "Whereas, these threatening and violent attacks": "Whereas, federal tactics have included the abduction of toddlers, attempting to trap people with offers of food assistance, and threats and attacks on people with disabilities; and" M/S/C (Alpert/Marrero). Voice vote. Carried: 6-0-0-2.

9. Discussions of possible future agenda items:

- a. Proactive Housing Standards Enforcement
- b. Non-profit affordable housing providers eviction patterns
- c. City of Berkeley ICE employees hiring policy

Tregub to add applicability of measure BB to nonprofit providers.

One public comment.

10. Confirm next meeting date/set regular meeting date: February 20, 2026, 12-2 pm, at the Rent Board.

11. Adjournment

COMMITTEE MEMBERS:

City Councilmember Ben Bartlett

City Councilmember Brent Blackaby

City Councilmember Cecilia Lunaparra

City Councilmember Igor Tregub

Rent Board Chairperson Soli Alpert

Rent Board Commissioner Xavier Johnson

Rent Board Commissioner Vanessa Danielle Marrero

Rent Board Commissioner Alfred Twu



Memorandum

DATE: February 20, 2026
TO: Honorable Members of the 4x4 Committee
FROM: Co-Chair Alpert
SUBJECT: Proposed Emergency Eviction Protections

Recommendation

That the members of the Committee review and provide direction for staff based on the initial draft of an eviction moratorium that the City Council could activate during any local emergency.

Background and Need for Committee Action

At its January 23, 2026 meeting, Minneapolis City Councilmember Robin Wonsley addressed this Committee on the impact of the federal immigration enforcement action in that city. As a result, the Committee approved a resolution supporting the enactment of a temporary eviction moratorium in Minneapolis.

Because federal government actions could easily disrupt Berkeley in the same way and because the threat of emergencies arising from natural disasters is ever present, the City can and should prepare by adopting an Ordinance allowing for temporary residential eviction moratoriums during periods of local emergencies. Attached to this memo is an initial draft of such an Ordinance.

This initial draft draws from Berkeley Municipal Code Chapter 13.110, the COVID-19-specific eviction moratorium, and Sonoma County Code section 4-258, which was enacted in 2024 and allows the Sonoma County Board of Supervisors to temporarily pause residential eviction during declared local emergencies. The Sonoma County Board of Supervisors invoked these protections during the local emergency caused by the flooding of the Russian River in January and February 2025. This initial draft also responds to some concerns raised by courts when reviewing moratoria that responded to COVID-19.

The main points of this initial draft are:

1. City Council can invoke a moratorium while declaring an emergency or anytime during the emergency.
2. Any moratorium lasts until 30 days after either: the emergency ends or City Council passes a resolution ending the moratorium.
3. During the moratorium, residential evictions would only be permitted for threats to health and safety, to clear a condemned building, or as required under state law.
4. Any moratorium is tied to rental assistance but does not require a tenant to disclose any confidential information to their landlord regarding the impact of the emergency on their ability to pay rent. After the moratorium, landlords can only collect rent that became owing during the moratorium if the tenant has not applied for or is rejected for rental assistance.

Attachments

1. Proposed Chapter 13.115: Emergency Eviction Protections

Chapter 13.115: EMERGENCY EVICTION PROTECTIONS

13.115.010 Findings and Purpose

The City Council finds that, during any declared local or state emergency, maintaining housing stability and avoiding the displacement of residents is a key component to a quick and equitable community recovery. Local and state emergency orders often require the closing of businesses, schools, roads, and other infrastructure and create conditions which prevent residents from reaching worksites. These residents may be temporarily unable to meet financial obligations, such as the payment of rent.

In the case of a local or state emergency that arises from a public health crisis, such as the COVID-19 pandemic which prompted the City Council to pass Chapter 13.110 in 2020, it is necessary to avoid displacement of residents in order to prevent the transmission of contagious disease.

City Council finds that actions of the federal government can create conditions that are as hazardous to the health, safety, and welfare of the residents of Berkeley as a natural disaster or public health crisis. Starting in 2025, the federal government has undertaken an extra-Constitutional campaign of militarized mass immigration raids in communities across the country, including in the cities of Los Angeles, Chicago, and Minneapolis. In these communities, residents have become fearful to leave their homes to go to work or school. These raids have had a direct effect on economic stability in these communities, impacting residents' abilities to pay their rent and putting a strain on local social services.

City Council recognizes that a delay in rental payments impacts rental housing owners; this impact is more acutely felt by those owners with fewer properties. City Council has funded a rental assistance program since [exact date to be determined]. During the COVID-19 pandemic, this program paid over \$6.7 million to Berkeley landlords. City Council finds that coordination with the rental assistance program is a necessary component of any pause on residential evictions.

Therefore, City Council finds that it is necessary to enact this Chapter to provide City Council with an administrative framework to swiftly but temporarily pause residential evictions during emergency events.

13.115.020 Definitions.

- A. "Landlord" includes owners, lessors, or sublessors of either residential rental property, and the agent, representative, or successor of any of the foregoing. A Landlord includes an entity that obtains title to a residential rental property after a Trustee's sale.
- B. "Local Emergency" means a local emergency proclaimed pursuant to Chapter 2.88.
- C. "Moratorium period" means the time period during which Council has invoked this Chapter, including the 30-day period after the termination of a local emergency or the passage of a resolution ending the invocation of this chapter.
- D. "State of Emergency" has the same meaning as in Government Code section 8558(b) and, as invoked by the Governor, includes Alameda County.
- E. "Tenant" includes a tenant, subtenant, lessee, sublessee, lodger or any other person entitled by written or oral rental agreement to use or occupancy of residential property. "Tenant" includes a former trustor or homeowner who has lost title to the real property in which they reside after a Trustee's sale.

13.115.030 Procedure for Invoking a Moratorium.

- A. Within the declaration or ratification of the declaration of a local emergency by resolution of the City Council or through a separate resolution at any time during a local emergency or state of emergency, City Council may invoke this Chapter.
- B. This Chapter shall remain in effect until thirty days after the termination of the local emergency or state of emergency, whichever is later, or thirty days after City Council passes a resolution ending an invocation of this Chapter.
- C. Once City Council invokes this Chapter, the City shall publicize information regarding sources of rental assistance for Tenants who are unable to pay rent due to the emergency conditions.

13.115.40 Prohibited Conduct During the Moratorium Period

- A. During the Moratorium period, no Landlord shall evict or attempt to evict a Tenant, or otherwise require a Tenant to vacate, unless necessary to stop an imminent threat to the health and safety of other occupants or required to comply with an order

issued by a government agency or court requiring that the rental unit be permanently vacated.

- B. The following actions shall constitute evicting or attempting to evict a tenant:
1. Issuing a demand for possession of a rental unit;
 2. Threatening to terminate a tenancy verbally or in writing;
 3. Serving any notice to quit or other eviction notice; or
 4. Bringing any court action to recover possession or be granted recovery of possession of a rental unit, including by seeking the entry of an eviction judgment, or by causing a writ of possession to be entered or executed.
- C. It shall be an affirmative defense to any unlawful detainer action that a termination notice upon which the action is based was served during the Moratorium Period, unless that termination notice asserts the exclusive grounds allowed in subsection A.

13.115.050 Rent that Became due During a Moratorium Period

- A. After the expiration of the Moratorium Period, a Landlord shall not serve a notice pursuant to Code of Civil Procedure section 1161(2) demanding payment of rent which became due during the Moratorium Period if:
1. The Tenant has provided the Landlord written notice asserting that the Tenant has applied for rental assistance to cover any unpaid rent from the Moratorium Period; or
 2. An entity administering rental assistance has contacted the landlord regarding the tenant's application for rental assistance.
- B. Subsection A shall no longer apply:
1. If a Tenant does not respond to a Landlord's written inquiry regarding the status of the Tenant's rental assistance application; or
 2. Once an entity administering rental assistance has made a final determination rejecting the Tenant's rental assistance application.
- C. A Landlord may not charge late fees for rent that became delinquent during the Moratorium Period if the Tenant provided notice under Subsection A.
- D. Nothing in this Chapter shall relieve a Tenant of the liability for unpaid rent that accrued during the Moratorium Period.

13.115.060 Remedies

A. In the event of a violation of this Ordinance, any person or entity aggrieved by the violation may institute a civil proceeding for injunctive relief, and money actual damages as specified below, and whatever other relief the court deems appropriate.

1. An award of actual damages may include an award for mental and/or emotional distress and/or suffering. The amount of actual damages awarded to a prevailing plaintiff shall be trebled by the Court outside of the presence, and without the knowledge of, the jury, if any, if a defendant acted in knowing violation of, or in reckless disregard for, the provisions of this Chapter.

2. A defendant shall be liable for additional civil penalties of up to five thousand dollars for each violation of this Chapter committed against a person who is disabled within the meaning of California Government Code section [12926](#), et seq., or aged sixty-five or over.

3. 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. A prevailing defendant in a civil action under this Chapter shall only be entitled to an award of attorney's fees if it is determined by the Court the action was wholly without merit or frivolous.

B. The protections provided by this ordinance shall be available to all Residents, regardless of any agreement wherein a Resident waives or purports to waive their rights under this Ordinance, with any such agreement deemed void as contrary to public policy.

C. *Nonexclusive Remedies and Penalties.* The remedies provided in this subdivision are not exclusive, and nothing in this Chapter shall preclude any person from seeking any other remedies, penalties or procedures provided by law.

13.115.070 Severability

If any section, subsection, sentence, clause, phrase, or word of this Chapter, or any application thereof to any person or circumstance, is held to be invalid or unconstitutional by a decision of a court of competent jurisdiction, such decision shall

not affect the validity of the remaining portions or applications of this Chapter. The Council of the City of Berkeley hereby declares that it would have passed this Chapter and each and every section, subsection, sentence, clause, phrase, and word not declared invalid or unconstitutional without regard to whether any other portion of this Chapter or application thereof would be subsequently declared invalid or unconstitutional.

Additionally, this Chapter shall be applied only to the extent permitted by state law as to dwelling units which have been entirely withdrawn from the rental market pursuant to the Ellis Act (California Government Code Chapter 12.75).