



RENT STABILIZATION BOARD

Regular Meeting

Thursday, May 28, 2026 – 7:00 p.m.

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

**Teleconference Location – 2010 Fifth Street, Apt. 260, Berkeley, CA 94710 and
2719 K Street, Sacramento, CA 95816**

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: 820 9135 5216 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

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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. **Public Comment for Unions representing Rent Board staff**
5. **Public Comment**
6. **Consent Items**
 - a. Approval of the April 16th regular meeting minutes
 - b. Request to restore the stipend deduction for Commissioner Marrero's absence from the March 13, 2026, meeting of the Climate Resilience & Habitability Committee (Commissioner Marrero)
 - c. Recommendation to adopt Resolution 26-19 to modify the contract with QuickCaption, Inc. by an amount not to exceed \$12,000 for Fiscal Year 2026-2027 (Executive Director)
 - d. Recommendation to adopt Resolution 26-20 amending the Rent Board's Records Retention Schedule to include updated retention code descriptions and periods for enhanced records management (Executive Director)

- e. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager) – ***Please see attachment 6.e. for a list of all addresses with discretionary waivers that will be considered by the Board.***
7. **Special Presentation:** Rent Board Research Project Final Recommendations by the Student Policy Institute at Berkeley
Presenter: Sanjna Shah
8. **Special Presentation:** City of Berkeley Auditor’s Office – Introductions and information
Presenters: Katie Wysong and Caitlin Palmer
9. **Special Presentation:** Legislative Update (Board action may be taken)
Presenter: Rent Board Legislative Advocate Brian Augusta
 - a. Possible action to adopt Resolution 26-21 and Report Board Action on Legislated Bills (Chair Alpert and Commissioner Twu)
 - b. Recommendation to support Senate Bill 868 (Wiener) Electricity: Portable solar generation devices (Climate Resilience & Habitability Committee)
10. **Staff Presentation:** Petitions & Mediations Statistical Report 2025
Presenter: Senior Hearing Examiner Omar Calimbas
11. **Staff Presentation:** Demolition Application Update
Presenter: Associate Planner Katrina Lapira
12. **Appeal in Case No. T-6133 (2414 Dwight Way, Unit 3)** – This appeal will not be heard before 8:00 p.m. but may be heard anytime thereafter. ***Please see attachment 12. for case description and legal staff recommendation.***
13. **Action Items**
 - a. **Chair Update** (Chair Alpert)
 - b. Recommendation to adopt Resolution 26-22 extending the amnesty period to allow for the automatic waiver of penalties of Measure BB government-subsidized non-profit affordable properties (Executive Director)
 - c. Recommendation to adopt amendments to the Right to Organize eligibility language (Chair Alpert & General Counsel Brown)
14. **Information, Announcements and Articles/Media**

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

 - a. Copy of May 15, 2026, letter to the Alameda County Board of Supervisors conveying the Board’s support for expanding Alameda County’s investment in critical housing services in the upcoming budget cycle (Chair Alpert)
 - b. Deadline to submit agenda items/topics for the June regular Rent Board meeting: **Friday, June 5th** by 5:00 p.m. (Board Secretary)

15. Committee/Board Meeting Updates and Announcements

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

16. 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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Decorum

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Minutes – *Unapproved*

1. **Roll call** – Chair Alpert called the meeting to order at 7:03 p.m.
Aimee Mueller called roll.
Commissioners present: Elgstrand, Johnson, Kelley, Marrero (via Zoom), Martinac, Mizell, Twu, Walker, Alpert
Commissioners absent: None
Staff present: Brown, Bursell, Chang, Eberhart, Lapira, Mueller, Williams
2. **Approval of Agenda** – M/S/C (Mizell/Elgstrand) APPROVE AGENDA WITH THE FOLLOWING CHANGES: MOVE ITEM 10.c. TO ACTION AND CONTINUE THE APPEAL (ITEM 8.). 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** – “Durant” spoke about 2425 Durant Avenue. “Durant” submitted written documents made available for the Commissioners at the meeting and made public comment regarding these written documents. These documents shall be made available for review at the Rent Board office upon request.
6. **Consent Items**
 - a. Approval of the March 5th regular meeting minutes

- b. Approval of the March 23rd regular meeting minutes
- c. Proposal to approve staff recommendations on requests for waivers of late registration penalties (Executive Director/Registration Unit Manager) – ***Please see attachment 6.c. for a list of all addresses with discretionary waivers that will be considered by the Board.***

M/S/C (Kelley/Martinac) MOTION TO ADOPT ALL CONSENT ITEMS AS WRITTEN. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

7. **Staff Presentation:** Empty Homes Tax Program Update
Principal Planner Lief Bursell and Associate Planner Katrina Lapira presented and took questions from the Board.
8. **Appeal in Case No. T-6133 (2414 Dwight Way, Unit 3)** – This appeal will not be heard before 7:30 p.m. but may be heard anytime thereafter.

This item was continued to the next meeting by a prior vote.

9. **Action Items**

- a. **Chair Update 1: Audit Update** (Chair Alpert) – The Chair announced that the City Auditor will be conducting a performance audit of Rent Board operations that may not be concluded until January 2027.
- b. **Chair Update 2: Reminder of Board agenda submissions** (Chair Alpert) – The Chair reiterated that all items submitted for inclusion on a Board agenda must be sent to the Board Secretary, the Chair, and Executive Director Williams or they will not be accepted going forward.
- c. **Chair Update 3: Annual Form 700** (Chair Alpert) – The Chair announced that the Annual Form 700 deadline has passed and a fine will be assessed if it's not submitted online.
- d. **Recommendation to adopt Resolution 26-16 authorizing the Executive Director to negotiate a contract with EcoMetricx, LLC in an amount not to exceed \$1,200,000** (Executive Director) – Following an overview of this recommendation by Principal Planner Lief Bursell and Principal Program Manager Andrew Chang, the Board took the following action:

M/S/C (Kelley/Marrero) ADOPT RESOLUTION 26-16 AS WRITTEN. Roll call vote. YES: Elgstrand, Johnson, Kelley, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: None; ABSENT: None. Carried: 9-0-0-0.

- e. **Recommendation to adopt Resolution 26-17 A Call to Action: Promoting Peace and Housing Stability in Iran** (Commissioner Marrero & Commissioner Twu)

M/S/C (Twu/Mizell) ADOPT RESOLUTION 26-17 WITH THE CORRECTION TO THE FIRST “RESOLVED” CLAUSE TO REMOVE THE WORDS “the U.S. Operation to Caracas,

Venezuela” AND REPLACE IT WITH “the U.S. operation in Iran”. Roll call vote. YES: Johnson, Marrero, Martinac, Mizell, Twu, Walker, Alpert; NO: None; ABSTAIN: Elgstrand, Kelley; ABSENT: None. Carried: 7-0-2-0.

- f. Recommendation to adopt Resolution 26-18 Ensuring Equitable, Accessible, and Inclusive Participation in Berkeley Rent Board Meetings (Commissioner Marrero & Commissioner Johnson)

M/S/C (Alpert/Martinac) REFER THIS ITEM TO THE OUTREACH & ACCESSIBILITY COMMITTEE. Roll call vote. YES: Elgstrand, Johnson, Martinac, Twu, Walker, Alpert; NO: Marrero; ABSTAIN: Kelley, Mizell; ABSENT: None. Carried: 6-1-2-0.

Item 10.c. – Commissioner Attendance at Board and Committee Meetings updated through the 1st quarter of 2026 (Board Secretary) – *Information Item moved to Action by an earlier vote.*

Following discussion on this item, no action was taken.

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

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

- a. Update on the Fiscal Year 2026-2027 Registration Fee Billing Mailing – Verbal (Executive Director) – Executive Director Williams informed the Board that the 2026-2027 Registration cycle opened on April 2nd and registration fee bills have been mailed to all Berkeley property owners.
- b. Market Medians: January 1 – December 31, 2025 (Amanda Eberhart, Registration Supervisor)
- c. Commissioner Attendance at Board and Committee Meetings updated through the 1st quarter of 2026 (Board Secretary) – ITEM MOVED TO ACTION BY AN EARLIER VOTE.
- d. Deadline to submit agenda items/topics for the May regular Rent Board meeting: **Friday, May 15th** by 5:00 p.m. (Board Secretary) – Chair Alpert reiterated that all Board agenda items must be submitted to him, the Board Secretary, and Executive Director Williams by the deadline.

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

- a. Budget & Personnel Committee (Vice-Chair Walker, Chair) – No updates.
- b. Climate Resilience & Habitability Committee (Commissioner Martinac, Chair) – Committee Chair Martinac said the Committee met and discussed the energy plan and how to determine which size of property to start with; the Committee also discussed mold, elevators and the Rent Board’s role in outreach efforts on these topics.
- c. Eviction/Section 8/Foreclosure Committee (Commissioner Elgstrand, Chair)

- d. Legislation, IRA/AGA & Registration Committee (LIRA Committee) (Chair Alpert, Chair)
- e. Outreach & Accessibility Committee (Commissioner Kelley, Chair) – Committee Chair Kelley said the Committee will be working on the two resolutions referred to them and will continue discussions on developing registration mailings, as well as looking for ways to better collaborate with the City on the National Night Out event.
- f. 2 x 2 Committee on Housing: Rent Board/Berkeley Unified School District (Commissioner Marrero, Chair)
- g. 4 x 4 Joint Task Force Committee on Housing: City Council/Rent Board (Councilmember Lunaparra & Chair Alpert, Co-Chairs) – Chair Alpert said that at the Committee’s meeting tomorrow they’ll be discussing the amendments to the Ordinance that the Board is recommending and will hopefully have consensus on an amendment for the issue of non-profit affordable housing provider fees.
- h. Updates and Announcements – It was announced that the City Council will be discussing the Flock contract again on May 7th. Commissioners were encouraged to attend. Commissioner Kelley highlighted the information from Commissioner Marrero to the full Board today about the U.S. Department of Housing and Urban Development’s (HUD) proposed change to federal regulations denying federally subsidized housing to entire families that include a person who is undocumented, and wanted to ensure that all commissioners had read the email.
- i. Discussion of items for possible placement on future agenda – Chair Alpert said he wanted to submit a comment on the HUD proposal noted above which can be ratified by the Board after the public comment submittal deadline.

12. Adjournment – M/S/C (Johnson/Martinac) ADJOURN 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 9:02 p.m.



Memorandum

DATE: April 16, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Commissioner Marrero
SUBJECT: Request for stipend deduction reimbursement for missed Committee meeting

Recommendation

That the Board authorize staff to restore the amount deducted from my stipend for my absence from the Climate Resilience & Habitability Committee Meeting Committee meeting on March 13, 2026, due to medical emergency. I gave proper notice.

Contact Person

Vanessa Marrero, Commissioner



Memorandum

DATE: May 28, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

By: Aimee Mueller, Associate Management Analyst

SUBJECT: Recommendation to adopt Resolution 26-19 authorizing the Executive Director to modify the contract with QuickCaption, Inc. by an amount not to exceed \$12,000 for the 2026-2027 fiscal year

Recommendation

That the Board adopt attached Resolution 26-19 authorizing the Executive Director to modify the contract with QuickCaption, Inc. for real-time remote closed captioning by increasing the contract by an amount not to exceed \$12,000 for the 2026-2027 fiscal year (FY).

Background and Need for Rent Board Action

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

From 2005 to mid-2016, following a review of the results of the City Clerk’s Request for Proposal (RFP) for closed captioning services, the Board executed a contract with Theresa B. Darrenouge to provide real-time remote closed captioning of all televised Rent Board meetings.

On August 1, 2014, following the City Clerk’s RFP for real-time remote closed captioning services, QuickCaption, Inc. was selected to caption Berkeley City Council and Zoning Adjustments Board meetings. In June of 2016, after receiving very positive feedback on QuickCaption’s services from City staff who had worked with them, the Board approved a one-year contract with QuickCaption, Inc. in the amount of \$7,000.

The Board has subsequently authorized the amendment of that contract and additional funding when needed. On July 17, 2025, by Resolution 25-22, the Board voted to extend the contract term through June 30, 2027, and increase the contract amount by \$10,500 for FY 2025-2026.

Due to an increase in QuickCaption's hourly rate from \$160 to \$173 per hour for FY 2026-2027, we are recommending a modification to increase their contract by an amount not to exceed \$12,000 to cover the anticipated captioning costs for the Board's FY 2026-2027 televised meetings. The new total amount payable under this contract shall not exceed \$33,000.

Financial Impact

There are adequate funds identified in the FY2026-2027 budget to cover the anticipated expenditure under this contract.

Contact Person

DéSeana Williams, Executive Director (510) 981-7368

Attachments

1. QuickCaption, Inc. contract proposal for FY2026-2027

RESOLUTION 26-19

AUTHORIZING THE EXECUTIVE DIRECTOR TO MODIFY THE CONTRACT WITH QUICKCAPTION, INC. FOR CAPTIONING SERVICES OF TELEVISED BOARD MEETINGS THROUGH JUNE 30, 2027, BY AN AMOUNT NOT TO EXCEED \$12,000 FOR THE 2026-2027 FISCAL YEAR

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

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

WHEREAS, QuickCaption, Inc. has provided quality real-time remote captioning for the City since August 1, 2014; and

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

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

WHEREAS, on June 20, 2024, by Resolution 24-15, the Board authorized the execution of a new contract with QuickCaption, Inc. in the amount of \$10,500; and on July 17, 2025, by Resolution 25-22, the Board voted to extend the contract through June 30, 2027, and increase the contract amount by \$10,500 for FY 2025-2026; and

RESOLUTION 26-19

AUTHORIZING THE EXECUTIVE DIRECTOR TO MODIFY THE CONTRACT WITH QUICKCAPTION, INC. FOR CAPTIONING SERVICES OF TELEVISED BOARD MEETINGS THROUGH JUNE 30, 2027, BY AN AMOUNT NOT TO EXCEED \$12,000 FOR THE 2026-2027 FISCAL YEAR (Page 2)

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

WHEREAS, there is a need to amend the current contract to reflect QuickCaption, Inc.'s new hourly rate, and increase the allocated amount to cover anticipated captioning costs for FY 2027; and

WHEREAS, sufficient funds are available in the FY 2026-2027 budget to cover the anticipated captioning costs for the Board's FY 2027 televised meetings.

NOW, THEREFORE, BE IT RESOLVED that the Berkeley Rent Stabilization Board authorizes the Executive Director to modify the contract with QuickCaption, Inc., by increasing the contract by an amount not to exceed \$12,000 for FY 2027. The new total amount payable under this contract shall not exceed \$33,000.

Dated: May 28, 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



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

May 1, 2026

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

Re: Proposal for Fiscal Year 2026-2027

Aimee,

Following is our proposal for fees and terms for the FY July 1, 2026 through June 30, 2027:

- \$173.00 per hour (all-inclusive with unedited transcript)
- Active assignments are invoiced with a two-hour minimum; Invoiced in 30-minute increments thereafter
- Scheduled assignment encoder connections initiated 15 minutes prior to an event, no additional charge
- Scheduled assignment encoder connections in excess of 15 minutes to be invoiced
- Events rescheduled or canceled more than 48 business hours in advance - no charge
- Events rescheduled or canceled 48 business hours or less in advance - invoiced at two hours
- Addition of a meeting with more than 48 business hours' notice - no additional charge
- Addition of a meeting with 48 business hours or less notice - surcharge 20%
- No additional charges for evening or weekend meetings/assignments
- No additional charges for extended meetings
- No additional charge for pre-event preparatory
- Note: Business hours are Monday through Friday, 6:30 am to 8:30 pm PST, except government holidays

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

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

Antha A. Ward
President
AAW/jp



Memorandum

DATE: May 28, 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
1840 Dwight Way	\$1,462.00	\$1,462.00	\$0.00
2401 Ward St	\$2,752.00	\$2,752.00	\$0.00
1431 Derby St	\$1,376.00	\$1,376.00	\$0.00
3236 King St	\$3,666.00	\$2,199.60	\$1,466.40
Total	\$9,256.00	\$7,789.60	\$1,466.40

Financial Impact: Ministerial Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **\$7,789.60**.

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
1329 Parker St	\$4,128.00	\$4,128.00	\$0.00
1630 Fairview St	\$833.00	\$833.00	\$0.00
Total	\$4,961.00	\$4,961.00	\$0.00

Financial Impact: Discretionary Waivers

Approval of the Executive Director's recommendations will decrease the Board's current accounts receivable by **\$4,961.00**.

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: W5169	Property address: 1329 PARKER ST BERKELEY CA 94702	Transferred: 01/01/1900
Exempt units (as of February 2021): None		
Owner(s): VALERIE EDWARDS	Waiver filed by: Property Owner	# of Units: 6
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	\$2,064.00	04/16/2026	\$4,128.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$4,128.00	\$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	6	\$2,064.00	04/16/2026	\$4,128.00	\$0.00	\$4,128.00
Total				\$4,128.00	\$0.00	\$4,128.00

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

Good cause claimed by owner: The applicant is requesting a penalty waiver because the owner, her mother, passed away in January 2025. The applicant explained that the registration deadline was unintentionally overlooked during the mourning period and while she was preoccupied with managing her mother's personal belongings and estate affairs.

Recommendation: Staff recommends waiving 100% of the penalties

Staff Analysis: The applicant provided a certified Certificate of Death confirming the owner's passing in early 2025. Therefore, staff recommends waiving 100% of the penalties.

City Of Berkeley Rent Stabilization Board

Recommendation on Requested Waiver of Registration Penalties

Waiver No: W5170	Property address: 1630 FAIRVIEW ST BERKELEY CA 94703	Transferred: 05/03/2022
Exempt units (as of February 2021): Unit # 1630 FAIRVIEW ST BERKELEY CA 94703 - FREE -		
Owner(s): JAMES GRAVES	Waiver filed by: Property Manager	# of Units: 2
Other Berkeley rental property owned: None		
Late payment/penalty history: 2024-2025 & 2025-2026 Registration Years		

Registration Date or Year	Units Requiring Registration at That Time	Registration Fees Paid	Date Fees Paid	Penalties Charged	Penalties Forgiven	Penalties Paid
FY2024-25	All	\$145.00	03/05/2026	\$145.00	\$0.00	\$0.00
FY2025-26	ALL	\$344.00	03/05/2026	\$688.00	\$0.00	\$0.00
Totals (penalties previously assessed)				\$833.00	\$0.00	\$0.00

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
FY2024-25	2	\$145.00	03/05/2026	\$145.00	\$0.00	\$145.00
FY2025-26	2	\$344.00	03/05/2026	\$688.00	\$0.00	\$688.00
Total				\$833.00	\$0.00	\$833.00

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

Good cause claimed by owner: The agent is requesting a waiver of late registration penalties due to the unexpected death of the owner. Because the owner passed away without a living trust, his estate had to go through probate court, which was not resolved until January 2026. The applicant argues that the penalties should be waived because the delinquency occurred while the family was legally unable to manage the property's affairs and was working to settle the estate.

Recommendation: Staff recommends waiving 100% of the penalties.

Staff Analysis: Given the severe health crisis followed by a lengthy probate process, staff recommends waiving 100% of the penalties.



Memorandum

DATE: May 28, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Commissioners Alfred Twu, Nathan Mizell, Soli Alpert
SUBJECT: Additional Legislation to take positions on

Recommendation

Take the following positions on the following California state bills:

Support

- SB 1091 – Community Antidisplacement Prevention Program
- SB 1243 – Tenant protections for households affected by immigration detention
- AB 2020 - Affordable Housing reserve transfers between properties
- AB 2064 – Bans discrimination based on criminal history
- AB 2350 – Regulations on “Rent Now, Pay Later” loans
- AB 2626 – Affordable Housing state fee waiver

Oppose

- AB 2689 – Allows eviction of higher income tenants from affordable housing

Background and Need for Rent Board Action

In March, the Rent Board took positions on several bills. As the Legislature continues its work, there are a few other bills that affect housing and tenant law.

Summary of Legislation

Support

AB 2020 - Affordable Housing reserve transfers between properties: this bill would allow housing nonprofits to transfer funds from a property with excess income and reserves to their other properties. It provides flexibility and can help buildings in need of major repairs.

AB 2064 – Bans discrimination based on criminal history: this bill helps address the challenges in finding housing and employment that many face after having served their time.

AB 2350 – Regulations on “Rent Now, Pay Later” loans: this bill would ban predatory loans by limiting late fees, requiring truth in advertising, and other consumer protections.

AB 2626 – Affordable Housing state fee waiver: this bill allows the state to waive annual monitoring fees for affordable housing, to provide relief for properties with limited funds.

SB 1091 – Community Antidisplacement Prevention Program: this bill creates a state funding program for buying existing privately owned housing for conversion into affordable housing. It would support the work of community land trusts and other housing nonprofits in protecting tenants and low cost housing in older buildings.

SB 1243 – Tenant protections for households affected by immigration detention: this bill protects households from being evicted due to loss of income caused by a member being detained.

Oppose

AB 2689 – Allows eviction of higher income tenants from affordable housing: this bill would allow property owners to evict tenants whose income exceeds 140% of the area median income for two consecutive years, and if 30% of their monthly income exceeds the fair market rent of the county. Since rents vary within counties, tenants could be stuck in a situation where they are forced out of affordable housing, but unable to afford rent in the same city.

Financial Impact

Minimal

Contact Person

Alfred Twu, RSBTwu@berkeleyca.gov

Attachments

1. Resolution 26-21

RESOLUTION 26-21

ADDITIONAL 2026 STATE LEGISLATION TO TAKE POSITIONS ON

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

WHEREAS, as the Rent Board takes positions on state bills that affect housing and tenant laws, and took positions on several bills at our March 2026 meeting; and

WHEREAS, as the Legislature continues to amend bills, additional legislation with significant impacts on housing and tenant law now has enough detail to take a position on; and

NOW, THEREFORE BE IT RESOLVED by the Rent Stabilization Board that the Rent Board take a Support position on Senate Bill (SB) 1091, SB 1243, Assembly Bill (AB) 2020, AB 2064, AB 2350, and AB 2626; and

NOW, THEREFORE BE FURTHER RESOLVED by the Rent Stabilization Board that the Rent Board take an Oppose position on AB 2689.

Dated: May 28, 2026

Adopted by the Rent Stabilization Board by the following vote:

YES:

NO:

ABSTAIN:

ABSENT:

Soli Alpert, Chairperson
Rent Stabilization Board

Attest: _____
DéSeana Williams, Executive Director



Memorandum

DATE: May 28, 2026

TO: Honorable Members of the Rent Stabilization Board

FROM: Members of the Climate Resilience and Habitability

SUBJECT: Request for Berkeley Rent Stabilization Board Support for SB 868 (Wiener) Balcony Solar Safety Standards

Summary

The Climate Resilience & Habitability Committee recommends that the Berkeley Rent Stabilization Board formally support SB 868 (Senator Wiener), a bill that establishes statewide safety and performance standards for portable “balcony solar” generation devices. These units offer renters a low-cost, scalable way to improve energy resilience and reduce reliance on the electrical grid during outages, provided that safety certification and proper installation standards are in place.

Background and Need for Committee Action

The Committee has been examining climate-related habitability issues—including heat, humidity, ventilation, mold, and the increasing frequency of prolonged power outages—which disproportionately affect renters living in older buildings. Many Berkeley tenants lack access to rooftop solar or other onsite energy-resilience upgrades because such improvements require owner investment and large capital outlays. SB 868 addresses an important precursor step: ensuring that small-scale, portable solar devices available in the consumer market meet safety and certification standards required for California use.

SB 868 would require portable balcony solar systems sold in California to meet nationally recognized testing standards (e.g., UL or equivalent), including requirements for isolation from building electrical systems. This reduces fire risk, prevents electrical backfeed, and ensures that only safe, verifiable devices are available for purchase in the state.

During committee discussions, staff and Commissioners noted that:

- Safe, certified balcony solar could provide meaningful daytime power for tenants during outages, including powering communication devices, fans, lighting, and small appliances.
- These devices may be especially beneficial for renters in older small-to-medium buildings—often

one to four units—where electrification upgrades are financially difficult for property owners.

- SB 868 does *not* yet address tenant rights to install such devices; however, it establishes the foundational regulatory framework required before such rights can be considered.
- This aligns with the Rent Board’s climate resiliency priorities and supports long-term policy efforts to provide tenants access to safe, decentralized energy options.
- Utilities have historically opposed distributed energy devices, making state-level safety regulation an important first step before further tenant protections can be advanced.

Rationale for Board Support

Supporting SB 868 is consistent with the Board’s commitment to tenant health, safety, affordability, and climate resilience. The bill:

- Establishes necessary safety standards for an emerging, renter-friendly clean-energy technology.
- Enables future legislative work ensuring renters may use certified devices under reasonable conditions.
- Helps reduce the impacts of grid outages, which disproportionately affect renters.
- Supports accessible clean-energy adoption in Berkeley irrespective of building size or owner resources.
- Aligns with Berkeley’s climate goals and the Board’s ongoing work on electrification, habitability, and resilience.

Financial Impact

None. SB 868 does not impose costs on local agencies.

Committee Recommendation

The Committee recommends that the Board adopt a motion to:

Support SB 868 (Wiener) and authorize the Executive Director to submit a letter of support on behalf of the Berkeley Rent Stabilization Board

Contact Person

Amanda Eberhart, Registration Supervisor.

Aeberhart@berkeleyca.gov



[Date]

The Honorable Scott Wiener
California State Senate
1021 O Street, Suite 8620
Sacramento, CA 95814

Subject: The Berkeley Rent Stabilization Board supports Senate Bill (SB) 868 and urges its enactment.

Dear Senator Wiener:

The Berkeley Rent Stabilization Board writes to express its support for SB 868, which establishes statewide safety and performance standards for portable “balcony solar” generation devices. These devices are small, movable photovoltaic units up to 1,200 watts AC per dwelling that plug into a standard electrical outlet and are certified by UL or an equivalent nationally recognized testing laboratory to ensure safe operation.

Berkeley is home to approximately 19,000 rental units, and a clear majority of residents are renters living in older buildings that are more susceptible to extreme heat, grid instability, and other climate-related stressors. Because renters typically cannot install rooftop solar or make structural electrical upgrades, portable solar devices represent one of the few practical ways they can directly access clean energy. SB 868 helps ensure that these devices are not only available but safe, reliable, and affordable to use.

Renters especially low-income and medically vulnerable tenants, stand to benefit significantly from safe portable solar systems. These devices can reduce daytime electricity costs and provide basic power during outages, supporting essential needs such as lighting, phone charging, cooling, and small medical equipment. By making these tools easier and safer to deploy, SB 868 helps reduce the disproportionate impacts that outages and high energy costs have on households with limited resources.

The Board also recognizes the concerns that landlords and utilities may raise about electrical safety, interconnection, and building impacts. SB 868 addresses these issues thoughtfully by requiring UL or equivalent certification, compliance with state and national electrical codes, and integrated grid-isolation features that prevent back feeding during outages. The bill also prevents utilities from imposing extra fees, approvals, or additional equipment requirements, ensuring that tenants can use these devices safely and consistently across the state.

We appreciate that SB 868 strikes an appropriate balance by enabling safe tenant access while preserving existing responsibilities around electrical systems.

For these reasons, the Berkeley Rent Stabilization Board supports SB 868 and urges its passage.

Sincerely,

Berkeley Rent Stabilization Board
2000 Center Street, 4th Floor
Berkeley, CA 94704



Petitions & Mediations Statistical Report 2025

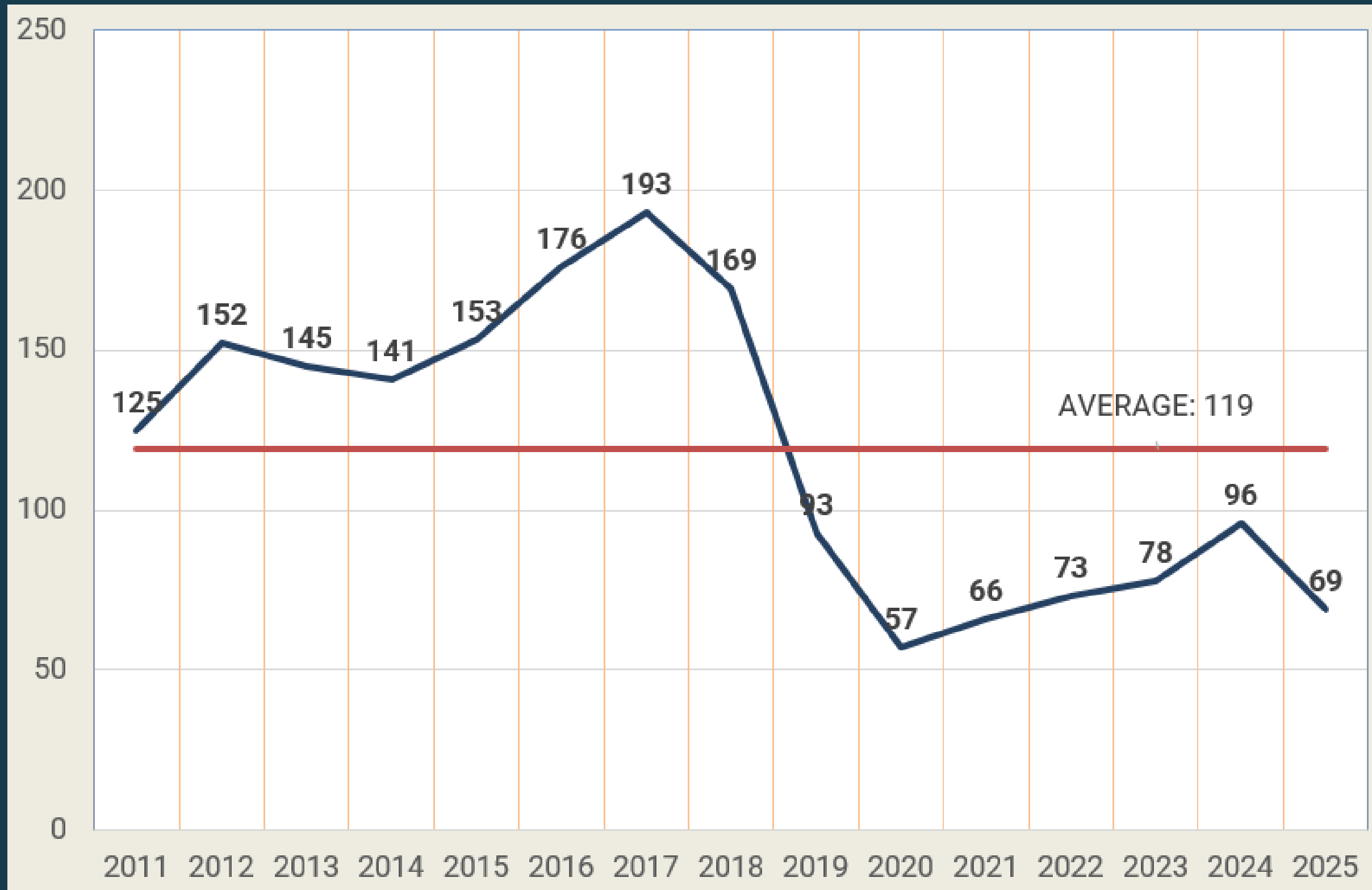
PRESENTED FOR
Berkeley Rent Board

PRESENTED BY

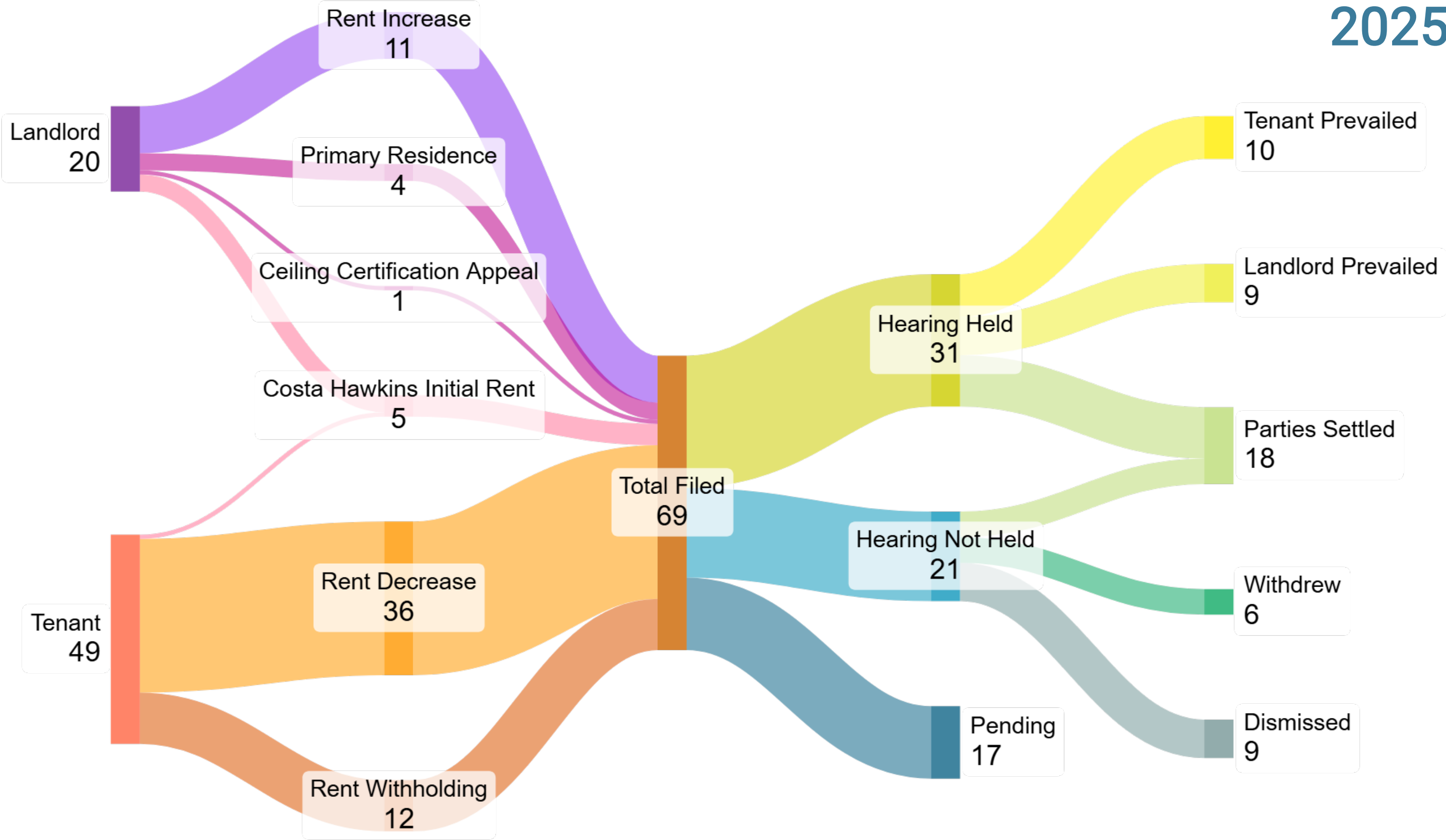
Berkeley Rent Board Staff: Omar Calimbas
Hearings Unit
May 28, 2026



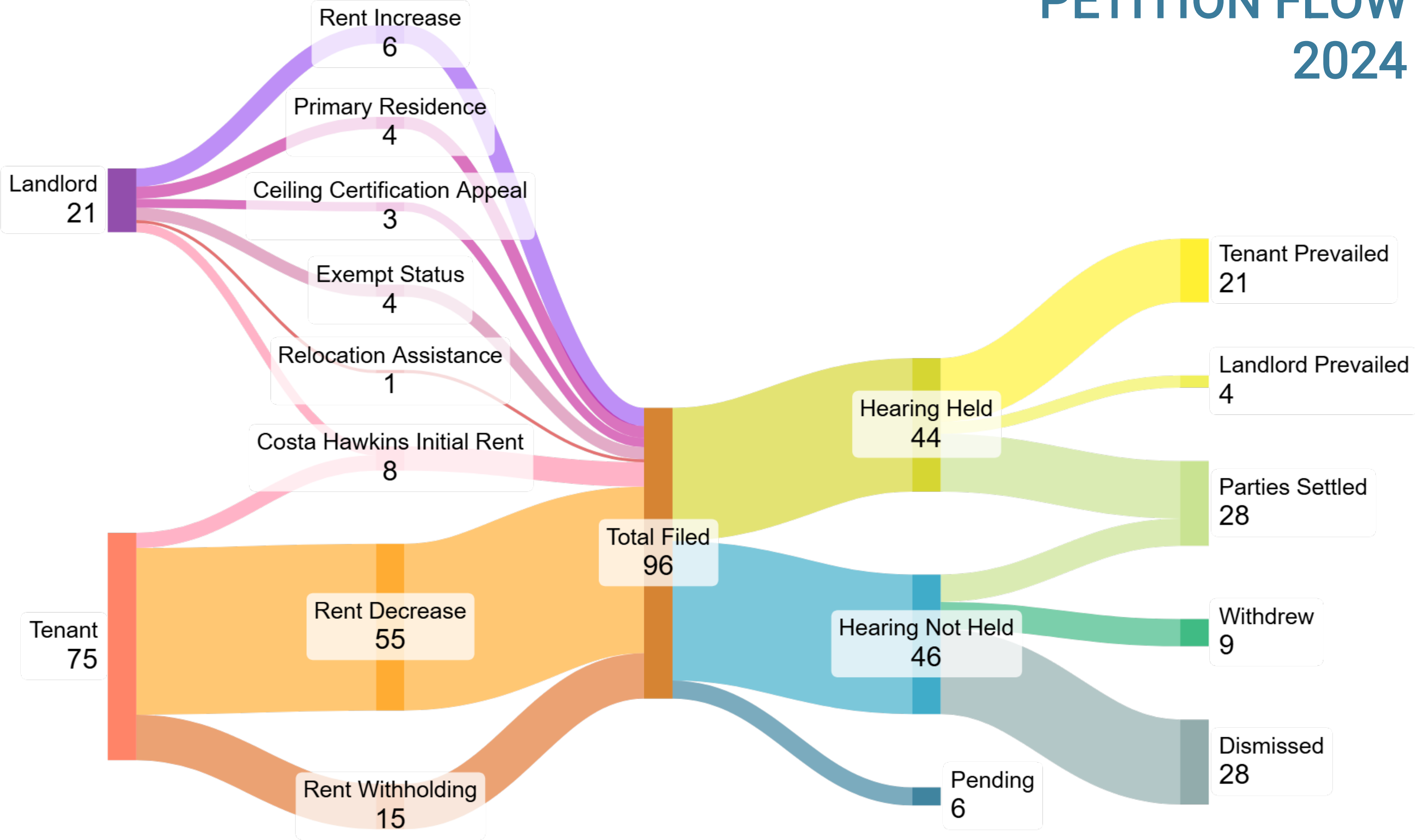
PETITIONS FILED 2011 - 2025



PETITION FLOW 2025

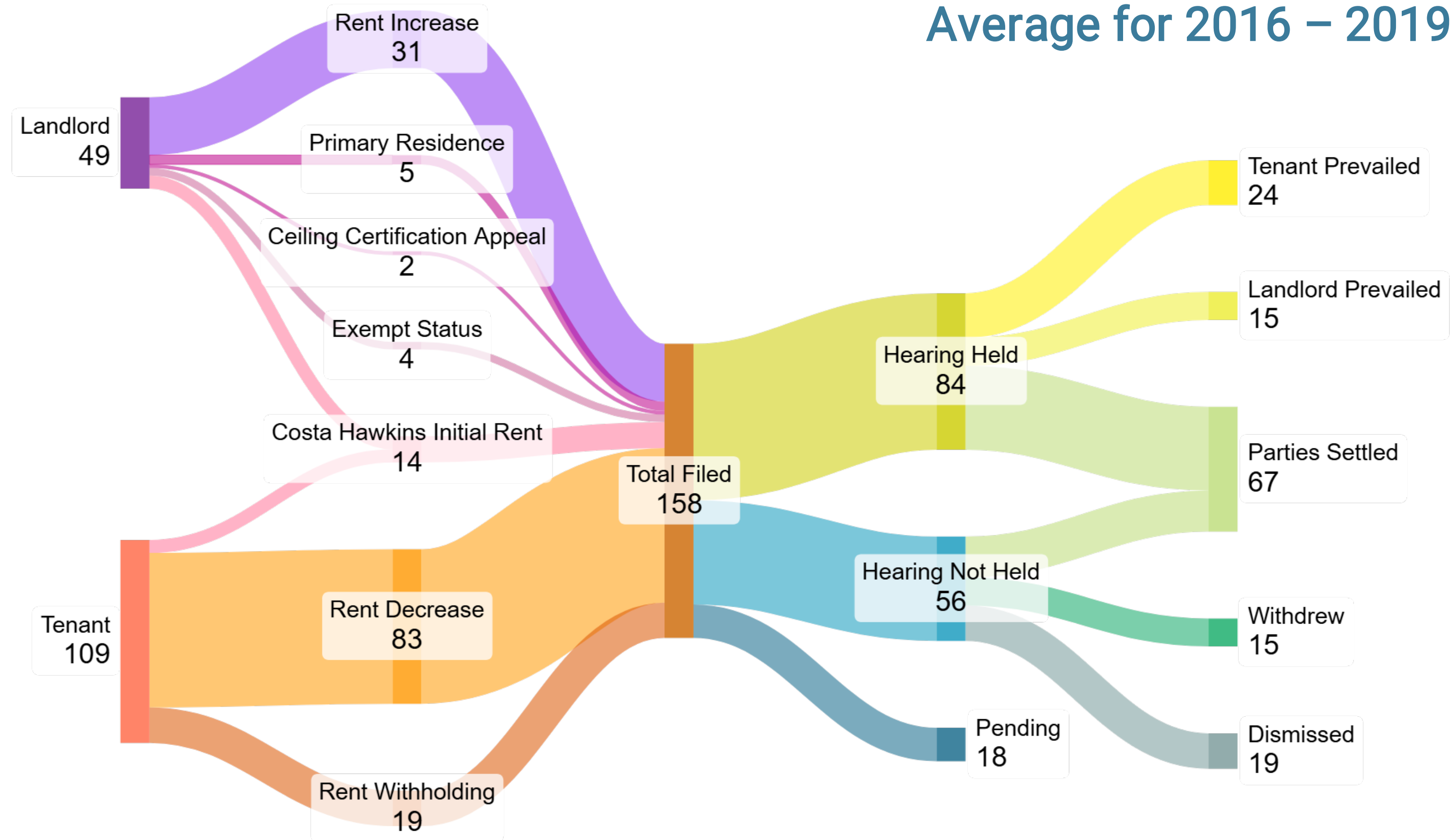


PETITION FLOW 2024

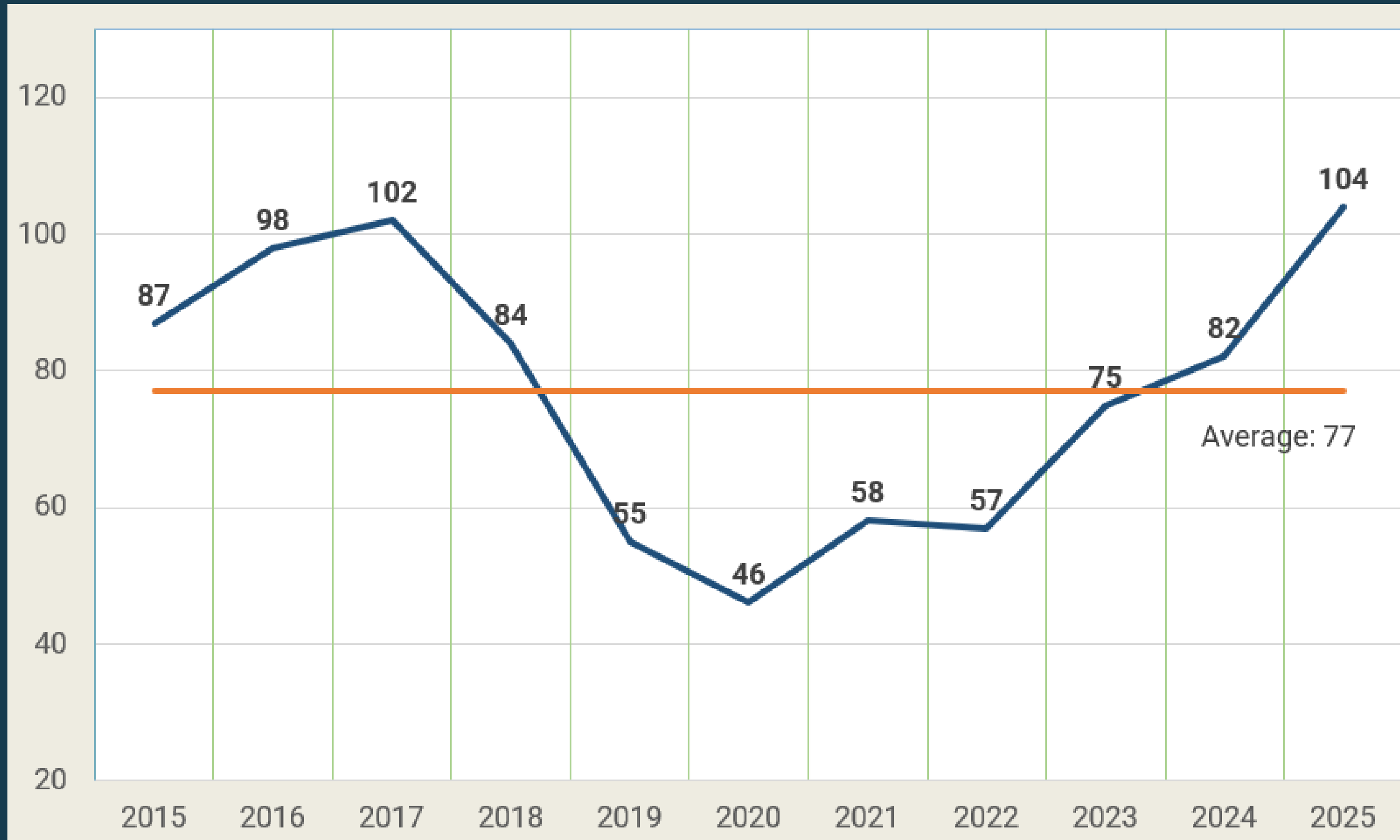


PETITION FLOW

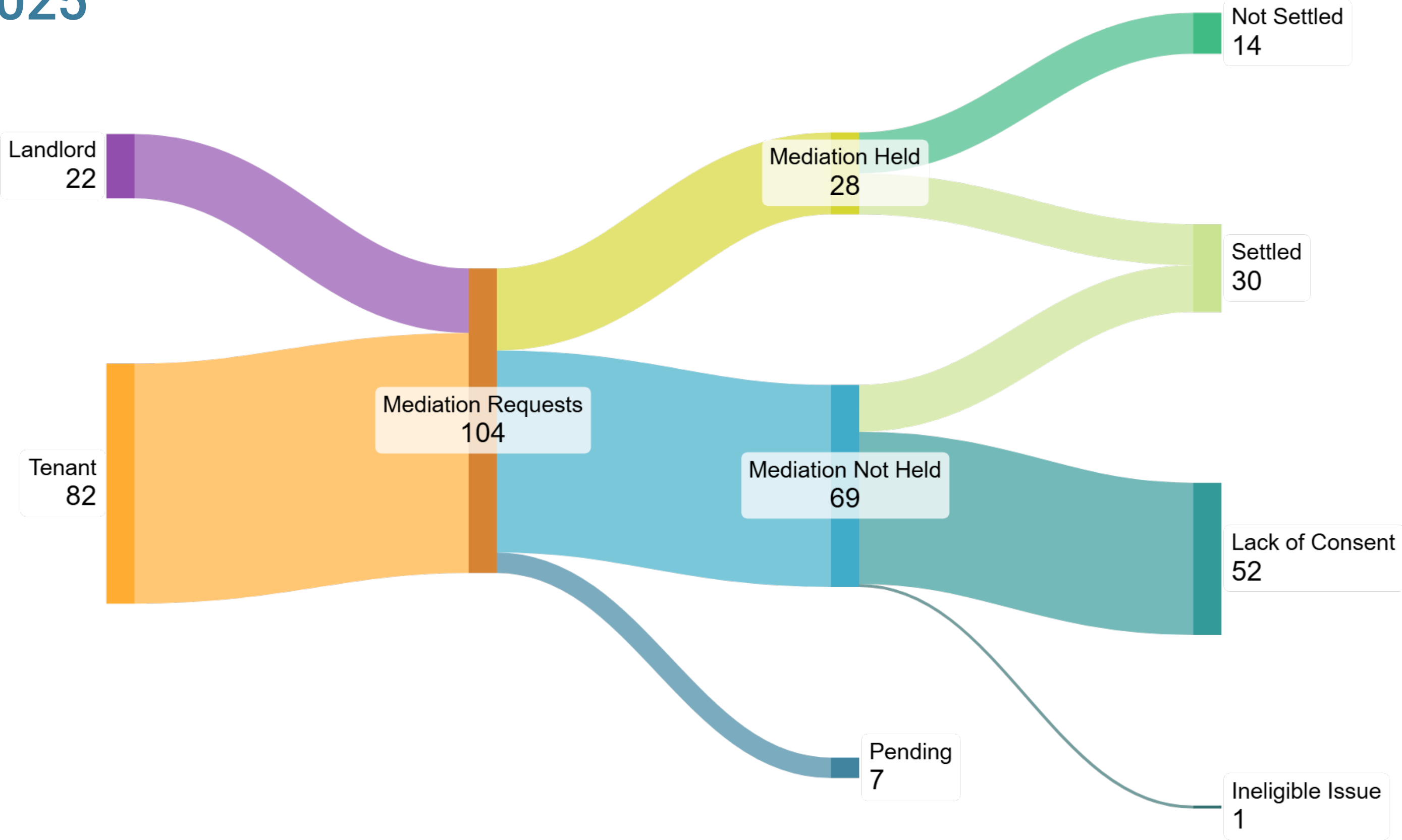
Average for 2016 – 2019



MEDIATION REQUESTS 2011 - 2025

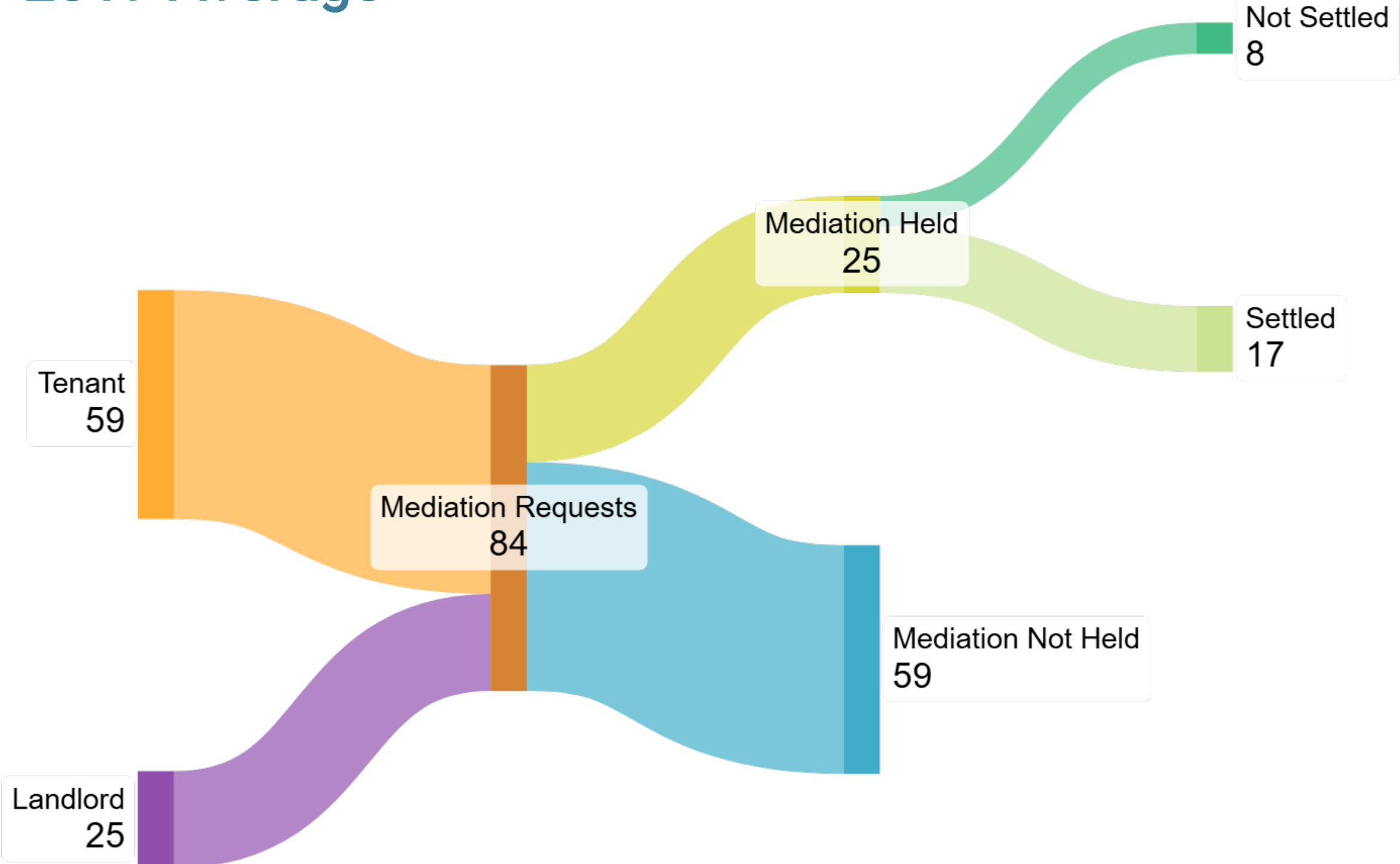


MEDIATION CASE FLOW 2025



MEDIATION CASE FLOW

2016 – 2019 Average





Thank you!

Questions?



Contact Us

2000 Center Street Suite 400
Berkeley, CA 94704

Open Hours: M, T, Th, F, 9 am - 4:45 pm
(510) 981-RENT (7368)

[rent@berkeleyca.gov/](mailto:rent@berkeleyca.gov)
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Memorandum

DATE: May 28, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
BY: Lief Bursell, Principal Planner and Katrina Lapira, Associate Planner
SUBJECT: Status Update on Berkeley Demolition Ordinance Applications

Recommendation

That the Board receive information about the status of demolition application referrals and projects and provide feedback on the future frequency and preferred reporting schedule, and content of reports.

Summary

This report provides a status update on existing and proposed demolition applications that impact rent-controlled units and summarizes changes since the prior December 2025 update. Changes for this report include:

- 2300-10 Ellsworth application withdrawn following appeal; it has removed from totals.
- New demolition referral added for 2727 Haste Street

Residential Dwelling Unit Demolition Application Update

Beginning in calendar year 2022, a total of 21 development applications have proposed the demolition of existing multi-family residential buildings containing dwelling units that are either subject to rent control or potentially subject to rent control when rented. One of these projects, 2300-10 Ellsworth Street was appealed and then withdrawn on February 23, 2026, and is no longer part of this report. The remaining 20 applications propose the removal of 137 residential units, 89 of which were occupied by tenants at the time that Rent Board staff initially reviewed the application.

Overall, if all the remaining projects were approved and moved forward to construction, they would result in a net gain of 74 BMR units (beyond the one-for-one replacement of a BMR unit for each existing residential unit). Of the 20 development applications, 13 currently include one-for-one replacement of rent-controlled units with BMR units

Table 1: Demolition Projects Since 2022 – Project Status

Project Status <i>As of May 20, 2025</i>	# Projects	# Existing Units	Tenant Occupied	# BMR Units	Net Gain/Loss
ZAB Approved	12	98	58	152	+54
App. Complete	2	9	7	18	+9
Under Review	4	21	17	27	+6
Pre-Application	2	9	7	14	+5
Total	20	137	89	211	+74

New Demolition Project –2727 Haste Street

This update includes an additional Use Permit application that was recently forwarded to the Rent Board by the City of Berkeley Planning Department staff. This project involves the demolition of a Group Living Accommodation (GLA) with 8 fully covered, occupied residential, to construct 6-story, 45-unit residential building. The project only replaces 8 of the demolished units with 4 Very Low income (VLI), 1 Low income (LI), and 2 Moderate units, where 8 VLI or LI replacement units are required, per the Demolition Ordinance. Rent Board staff are working in coordination with City of Berkeley Planning staff to bring the proposed project into compliance by providing an additional three VLI or LI replacement units.

This project is currently under review and has not been scheduled for a Zoning Adjustments Board (ZAB) meeting yet.

2703-2705 Benvenue Avenue

During the last update in December 2025, staff provided an update on proposed project at 2703-2705 Benvenue Avenue.

Original Proposal:

The project originally proposed converting a four-unit residential building, including one unpermitted unit, into a single-family home with no replacement or BMR units.

Revised Proposal:

The applicant now proposes converting the building into a duplex, resulting in the loss of two rent-controlled units

According to Berkeley Planning staff, this project is eligible for Zoning Officer review and approval under Berkeley Municipal Code Section 23.406.090 (Reasonable Accommodation). This section provides a pathway for a person with a disability that limits major life activities to submit a request for a modification or exception to any provision in the in the Zoning Ordinance that acts as a barrier to fair housing opportunities for persons with disabilities. As part of the reasonable accommodations request, Berkeley Planning staff has waived the Use Permit and Demolition Ordinance

requirements. On May 20, 2026, this project was approved by the Zoning Officer, and the decision will become final after the 14-day appeal period.

Demolition Application Referral Counts and Reporting

Changes in development trends, including the adoption of the Middle Housing amendments to the Zoning Ordinance have resulted in fewer demolition application referrals concerning existing residential units to the Rent Board. From 2022-2024, staff received an average of 6 application referrals annually. These applications impacted a total of 137 existing units. In 2025, that staff received 2 demolition application referrals that impacted a total of 7 units – a 67 percent decrease in applications received. Similarly, in 2026, only one demolition application has been referred to the Rent Board.

With direction from the Board, staff have provided the Board with a demolition update upon the receipt of each application referral since 2022. Frequent reporting was needed because the previous Demolition Ordinance did not necessarily require one for one replacement of demolished rent-controlled units. The revised Demolition Ordinance that came into effect in August 2024, now requires the replacement of all rent-controlled units with affordability restrictions.

Taking into consideration the decline in development application referrals and changes in the Demolition Ordinance, staff propose that the Board consider and provide input on the frequency of demolition application presentations to the Board. Frequency options include, but are not limited to annual, bi-annual, and quarterly reporting, or continuing to report when a new referral is received. In addition to reporting frequency, feedback on information shared in demolition application updates is also welcome.

Contact Person

Lief Bursell, Principal Planner

Attachments

1. Residential Demolition Application Update Presentation Slides (May 28, 2026)
2. May 28, 2026, Residential Demolition Applications Update



Residential Dwelling Demolition Application Update

1

PRESENTED FOR
Berkeley Rent Board
May 28, 2026

PRESENTED BY

Berkeley Rent Board Staff:
Planning Unit Staff – Katrina Lapira, Associate Planner



Overview

2022-2026 Application Overview

Specific Project Updates

Demolition Trends & Reporting Frequency

Recommendation

2022-2026 Application Overview

Demolition Projects Since 2022 – Project Status

Project Status <i>As of May 20, 2025</i>	# of Projects	Number of Existing Units	Tenant Occupied Units	#of BMR Units	Net Gain/ Loss
ZAB Approved	12	98	58	152	+54
App. Complete	2	9	7	18	+9
Under Review	4	21	17	27	+6
Pre-Application	2	9	7	14	+5
Total	20*	137	89	211	+74

*2300-10 Ellsworth project was appealed & withdrawn on February 23, 2026 – now excluded from count

Specific Project Updates

2727 Haste Street – New Project

- **Existing Conditions**

- One Group Living Accommodation (GLA) with 8 bedrooms
- All bedrooms are currently rented and occupied
- All bedrooms are fully covered
- Under the Demolition Ordinance, each bedroom is considered a “residential unit”

- **Proposed Project**

- Demolish existing GLA with 8 units⁶
- Build 6-story 45-unit residential building
 - 4 Very Low Income (VLI); 1 Low Income (LI); 2, Moderate Income units
 - Application replaces only 5 demolished units with 5 VLI /LI units

**Application does not replace all demolished units
3 additional VLI / LI units required**

2703-2705 Benvenue Avenue– Project Update

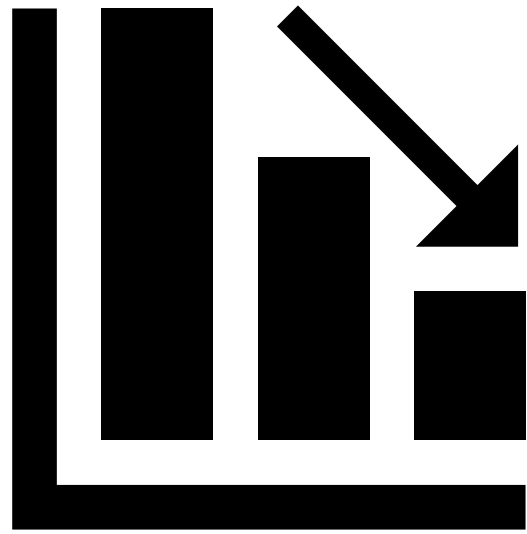
- **Approved Project via a Reasonable Accommodations Request**
 - Demolition of two of the four existing units to create a duplex
 - No replacement of two demolished units
 - Waiver of Demolition Ordinance requirements (i.e. replacement of removed units)
 - **Approved by Zoning Officer on May 20, 2026 – 14-day appeal period**

Reasonable Accommodations Requests

Under Berkeley Municipal Code Section 23.406.090 the City may approve modifications to development regulations to support equal access to housing for persons with disabilities.

Demolition Referral Trends & Reporting

Demolition Application Referral Counts



Decrease in the number of application referrals

- 2022-2024 - Average of **six** demolition applications referred
- 2025 - **Two** demolition applications referred
- 2026 – **One** demolition application referred

Reporting Frequency & Information Shared

- **Existing Reporting Practice**
 - Update the board with each demolition application referral received
 - Reporting began under the previous Demolition Ordinance
 - Cumulative reporting since 2022
- **Options for Future Reporting Practice**
 - Bi-annual / quarterly / annual reporting
 - Other data considerations? Other project statuses?
 - Projects currently under construction (building permits issued)
 - Built projects (Certificate of Occupancy Issued)
 - Registered with the Rent Board

Recommendation:

That the Board -

- 1) Receive the information about the status of demolition application projects**
- 2) Provide feedback on preferred reporting schedule and content of reports.**

Demolition Applications Table May 28, 2026

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
1/16/2026	2727 Haste St.	Use Permit	Incomplete	Demo 8 GLA units and construct 45 replacement units including 5 BMR replacement units (4 VLI, 1 LI)	45	8	8	5 BMR	No	5	7
9/5/2025	2703-05 Benvenue Ave.	Use Permit	Complete	Combination of 3 Units to create a SFD, building a 4th unpermitted unit. The project would result in a single-family home	1	3	1	0 BMR	No	0	8
9/5/2024	2360 Ellsworth St.	Use Permit	Approved by ZAB	Demo existing 7 units and build 65 new units with 5 BMR units	65	7	7	5 BMR	No	5	7
8/8/2024	2425 Durant Ave.	Use permit	Approved by ZAB	Demo Existing 19 Units in 2 buildings to construct 169 dwelling unit building with 13 affordable housing units designated for VLI households, 9 LI, 13 for moderate-income households.	169	19	19	19 BMR	Yes	33	7

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
8/6/2024	2138 Kittredge	Use Permit	Approved by ZAB	Demo existing 4 units and build 66 new units with 5 BMR units	66	4	1	5 BMR	Yes	5	4
6/20/2024	2036 Bancroft Way (2030 Bancroft Way)	Use Permit	Under Review	Demo 8 existing units and build 87 new units with 4 BMR	87	8	8	6 BMR	No	6	4
6/17/2024	1899 Oxford	Use Permit	Approved by ZAB	Demo existing 8 units and build 222 units with 34 BMR units (17 VLI, 16 MI)	222	8	6	8 BMR	Yes	33	6
6/14/2024	1581 University	Use Permit	Application Complete	Demo existing 5 units and build 158 new units with 23 BMR units (14 VLI and 9 MOD)	158	5	5	5 BMR	Yes	14	1
6/5/2024	2442 Haste St.	Use Permit	Approved by ZAB	Demo Existing 4plex - build 36 new units, 2 BMR, 1 replacement unit	36	4	4	3 BMR	No	3	7
8/4/2023	1330 Haskell St.	Use Permit	Approved by ZAB	Construct two detached units in place of existing duplex	2	2	0	0 BMR	No	0	2
6/22/2023	2733 San Pablo Ave	Use Permit	Under Review	Construct a new 8-story mixed-use building with 152 dwelling units	152	2	0	2 BMR	Yes	16	2

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
5/20/2023	1790 University Ave	Use Permit	Complete	Construct a five-story mixed-use building containing 17 dwelling units and ground floor commercial space	17	1	1	1 BMR	Yes	2	4
4/26/2023	2127-59 Dwight Way	Use Permit	Approved by ZAB	Construct a six-story multi-family building, with 58 new dwelling units	58	8	5	8 BMR	Yes	8	4
2/10/2023	2300-10 Ellsworth St.	Use Permit	Withdrawn	Construct a seven-story residential building with 69 units.	69	7	7	7 BMR	Yes	7	7
1/23/2023	2601 San Pablo Avenue (1110-12 Parker and 2609 San Pablo)	SB 330 Pre-App	SB 330 Preliminary Application Complete (12/5/2023)	Merge six parcels and construct an eight-story mixed-use residential development with 242 dwelling units	242	4	2	4 BMR	Yes	4	2
12/2/2022	3030 Telegraph (aka 2330-36 Webster)	Use Permit	Approved by ZAB	Construct 5-Story mixed-use building with 144 dwellings	144	4	0	4 BMR	Yes	8	8
11/14/2022	2538 Durant	Use Permit	Approved by ZAB	Demolish 12 dwelling units & develop an eight-story residential building with 83 units	83	12	8	6 BMR	No	6	7

Application Date	Project Address	Type	Application Status	Project Description	Proposed Units	# Existing Units Proposed for Demolition	# Tenant Occupied Units	# Replacement Units	One to One Replacement with BMR?	Total BMR Units	Council District
10/20/2022	2138 Center Street (aka 2128 Oxford)	Use Permit	Approved by ZAB	Merge two lots to construct a 26 story mixed-used building with 456 dwellings	456	16	0	16 BMR	Yes	40	4
9/22/2022	2427-33 San Pablo Avenue	Use Permit	Approved by ZAB	Construct a five-residential replacement apartment units and Group Living Accommodation (GLA) with 77 private rooms	77	8	8	8 BMR	Yes	8	2
5/10/2022	1827 & 1899 Oxford	SB 330 Pre-App	SB 330 Preliminary Application Under Review	Construct 118 new dwellings with 12 BMR	118	8	6	8 BMR	Yes	12	6
5/10/2022	1773 Oxford	Use Permit	Approved by ZAB	Demolish six units and develop a five-story residential building with 22 units	22	6	0	3 BMR	No	3	6



Memorandum

DATE: May 28, 2026
TO: Honorable Members of the Berkeley Rent Stabilization Board
FROM: Rent Board Legal Staff
SUBJECT: Case No. T-6133 (2414 Dwight Way, Unit 3)

Case Summary and Legal Recommendation

Appellant Tenant (“Tenant”) filed an appeal of a hearing decision granting in part and denying in part Tenant’s Petition for Individual Rent Adjustment (“petition”), which sought rent ceiling reductions based on various alleged habitability issues and decreases in housing services at 2414 Dwight Way, Unit 3, Berkeley, CA (“premises”).

On appeal, Tenant challenges the Hearing Examiner’s denial of several claims, most notably the denial of a rent reduction for the lack of a unique bedroom lock, as well as the denial of reductions for uneven flooring, internet disruptions, electrical issues, and furnishing issues. Tenant also disputes aspects of the Hearing Examiner’s factual findings and credibility determinations.

However, a review of the record shows that the Hearing Examiner’s decision is supported by substantial evidence. The appeal itself largely reiterates arguments and interpretations of the evidence that were already considered and rejected, raises issues outside the scope of appellate review, and attempts to reframe expectations as established housing services without evidentiary support. As such, the decision of the Hearing Examiner should be affirmed.



Memorandum

DATE: May 28, 2026

TO: Honorable Members of the Berkeley Rent Stabilization Board

FROM: DéSeana Williams, Executive Director

SUBJECT: Proposed Resolution 26-22 to establish an extended amnesty period for nonprofit affordable housing properties for units newly required to register under the Ordinance as a result of Measure BB and automatically waive penalties for landlords who were unable to pay the registration fees for the first-time registration of their Measure BB units

Recommendation

That the Board adopts Resolution 26-22 to authorize an amnesty period to waive penalties for late payment of registration fees for 275 days beginning April 1, 2026. This proposed Resolution would authorize an amnesty period through January 1, 2027, for landlords who own, manage, or operate non-profit government-subsidized affordable rental units newly required to register under the Ordinance as a result of Measure BB if they failed to pay the Fiscal Year 2025/2026 Registration Fee by July 2, 2025. The attached Resolution 26-22 establishes an amnesty period from April 1, 2026, through January 2, 2027, during which staff may waive all penalties associated with the late payment of registration fees for rental units newly covered under Measure BB, regardless of the cause for delay.

Background and Need for Rent Board Action

In November 2024, Berkeley voters adopted Measure BB, which amended the Rent Stabilization Ordinance to bring a number of rental units under the Rent Board's jurisdiction that were previously exempt from registration requirements or were subject to a reduced fee.¹ These include previously exempt properties, including many government-subsidized units. These units are now subject to registration, payment of annual fees, and many are fully covered by the Rent Ordinance.

While these changes are significant for the long-term expansion of rent stabilization in Berkeley, their implementation has created short-term operational and administrative challenges, including:

- **Many newly covered landlords were unaware of their obligations** or have struggled to complete registration due to data inaccuracies or administrative complexity.
- The automatic **100% penalty imposed on unpaid registration fees as of July 2, 2026**, is likely to discourage good-faith compliance and create avoidable administrative burdens.

The Rent Board is a Special Fund agency, and registration fees represent its primary source of revenue. While the Board has historically applied penalties to encourage timely payment, it has also exercised flexibility when changes in the law create new obligations for a significant group of property owners. Resolution 21-19, adopted in 2021, established a similar amnesty period for Measure MM units.² This proposal is grounded in the same principle: early compliance should be prioritized over punitive enforcement. Given the complexity of identifying and notifying newly covered property owners, an amnesty period will encourage compliance, streamline administrative processing, and eliminate barriers for newly identified property owners.

Purpose and Scope of Amnesty

The proposed Measure BB Amnesty Program will:

- Apply only to nonprofit affordable housing properties newly covered under Measure BB;
- Waive penalties for late registration fee payments made between December 20, 2024, and January 2, 2027;
- Require no hardship declaration or individual waiver application;
- Streamline compliance for property owners unfamiliar with the Rent Ordinance;
- Advance the Board's strategic goals of broader registration, improved data collection, and sustainable fee collection.

This amnesty is not intended to apply to units that were subject to registration requirements prior to Measure BB and are not impacted by the amended registration fee requirements mandated by this measure.

Benefits of Proposed Amnesty

- Promotes voluntary compliance and agency revenue collection.
- Reduces administrative burden on staff processing late fee waivers.
- Encourages cooperation and goodwill with landlords, adjusting to new obligations.

Proposal for Measure BB Affected Units

The Board adopted Resolution 21-19 in 2021, which established an amnesty period for landlords who had to pay registration fees under Measure MM for rented single-family

homes, condominiums, and newly constructed units, and also for landlords affected by the COVID-19 pandemic who failed to pay their Registration Fees in a timely manner. This amnesty program was highly successful, allowing staff to settle delinquent accounts and receive otherwise difficult-to-collect Registration Fees. This proposal for non-profit government-subsidized affordable properties covered under Measure BB is similar to the amnesty program adopted by the Board in 2021; however, it extends the waiver period through January 2, 2027, to ensure greater compliance.

Due to the effects of implementing Measure BB and the registration requirements for properties previously exempt, staff have received numerous communications from landlords expressing concerns that they will struggle to complete registration and pay the Board's Registration Fee because of increased registration fees, additional administrative requirements, a short payment timeframe, and budget constraints.

The Board began notifying landlords of Measure BB units in February of this year and has continued to attempt to communicate with them since then. There have been issues with the data we received regarding the pool of newly eligible units, and Registration Unit staff have been maintaining regular contact with landlords to correct the new data.

Program Design and Administrative Impact

The proposed amnesty structure reflects lessons learned from the 2021 program. By extending the waiver period through January 2, 2027, the program allows sufficient time for landlords to resolve issues, make payments, and come into compliance. Importantly:

- **Staff time will be redirected away from penalty waiver reviews and toward registration processing and education.**
- **Landlords will be offered a one-time, well-communicated opportunity** to correct their records without additional financial burden;
- **Revenue collection will be accelerated by reducing barriers to payment.**
- **The amnesty will function as a transition tool**, building understanding and buy-in from newly regulated stakeholders.

The goal is to register as many units as possible so we can start providing important enhanced services and gather critical information about the tenancies in these units.

While the Rent Ordinance is a voter-adopted initiative, and the 100% penalty on delinquent accounts for Registration Fees is hard-coded in the Ordinance, Commissioners have regularly articulated that compliance is more critical than imposing a punitive application of the law. For that reason, the Board has generally waived a majority of the penalties when landlords apply for discretionary waivers. The proposed Regulation would allow Measure BB non-profit government-subsidized affordable affected landlords an amnesty period to pay their Registration Fees if they

Adopt resolution establishing an amnesty period for units now under Measure BB to waive penalties in some circumstances

Page 4

failed to pay them by July 2, 2026. The amnesty period would extend to January 2, 2027. All penalties for late payment of a portion of the 2024-2025 Fiscal Year Registration Fee, the 2025=2026 full Registration Fee, and for the full 2026-2027 Registration Fee will be waived.

Conclusion

Establishing an amnesty period for Measure BB non-profit government-subsidized affordable affected units reflects the Board's practical, forward-thinking approach to enforcement. By removing punitive barriers in the first year of implementation, the Board affirms its focus on registration and education while reinforcing long-term landlord accountability. Staff recommends the adoption of Resolution 26-22.

Attachments

1. References

Attachment 1.

1. Many units owned by non-profit affordable housing providers paid a reduced Measure MM fee for partially covered units in years' past. The Board authorized this lower payment based on the existence of language that limited the Board's authority to provide services. This ordinance language (specifically, BMC Section 13.76.050K.) was removed by Measure BB, so this fiscal year the Board set the same fee for all new construction regardless of whether the rental units are market rate or non-profit affordable housing units.
2. Measure MM was adopted by the Berkeley voters in November of 2020 and required landlords of many new construction units, as well as single family homes and condominiums to pay registration fees for the first time.

RESOLUTION 26-22

ESTABLISHING AN EXTENDED AMNESTY PERIOD TO WAIVE FISCAL YEAR 2026/2027 REGISTRATION FEE PENALTIES FOR NONPROFIT GOVERNMENT SUBSIDIZED AFFORDABLE HOUSING PROPERTIES IMPACTED BY MEASURE BB

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

WHEREAS, in November of 2020, the Berkeley voters adopted Measure MM, which, with few exceptions, requires landlords of rented single-family homes, condominiums, and units that qualify as new construction under the definition of B.M.C. Section 13.76.050B. (formerly B.M.C. Section 13.76.050I.) to register their rental units; and

WHEREAS, in November of 2024, the Berkeley voters adopted Measure BB, which, with few exceptions, now requires landlords of government-subsidized units to register their rental units as fully covered if the tenancies are in rental units that would otherwise qualify for full coverage under the Rent Ordinance; and

WHEREAS, on December 18, 2025, the Board adopted resolution 2532 to establish a policy to extend the amnesty period to allow for the automatic waiver of penalties specifically for Measure BB non-profit government-subsidized affordable properties. At that time, the vast majority of landlords of rental units covered by Measure BB had either never had to register their units with the Rent Board or paid a reduced registration fee due to their affordable housing status; and

WHEREAS, Board staff has endeavored to communicate with non-profit government subsidized affordable housing landlords impacted by Measure BB beginning in February of 2025, but some landlords remain out of compliance at least

RESOLUTION 26-22

ESTABLISHING AN EXTENDED AMNESTY PERIOD TO WAIVE FISCAL YEAR 2026/2027 REGISTRATION FEE PENALTIES FOR NONPROFIT AFFORDABLE HOUSING PROPERTIES IMPACTED BY MEASURE BB (Page 2)

partly because the Board received somewhat unreliable information regarding the units that needed to be registered; and

WHEREAS, on March 5, 2026, the Board adopted the 2025/2026 Registration Fee of \$397 for all fully covered units and \$244 for all partially covered units that are required to be registered; and

WHEREAS, Measure BB was certified and officially became law at the end of December 2024, so the impacted units were subject to registration requirements for half of the 2024/2025 Fiscal Year; and

WHEREAS, the Board decided that instead of billing Measure BB-impacted landlords twice within six months, the agency would send a bill to Measure BB-impacted landlords for half a year of the 2024/2025 Fiscal Year Registration Fee (\$106 for Measure MM units and \$172 for fully covered units) at the same time as staff sent the full 2025/2026 Fiscal Year Registration Fee bill, so that many landlords received a bill for one and a half fiscal years; and

WHEREAS, it is hard-coded in the Rent Ordinance (B.M.C. Section 13.76.080F.) that the annual Registration Fee is due on July 1st of each calendar year, and there is a 100% penalty for failure to timely pay; and

RESOLUTION 26-22

ESTABLISHING AN EXTENDED AMNESTY PERIOD TO WAIVE FISCAL YEAR 2026/2027 REGISTRATION FEE PENALTIES FOR NONPROFIT AFFORDABLE HOUSING PROPERTIES IMPACTED BY MEASURE BB (Page 3)

WHEREAS, B.M.C. Section 13.76.080F. gives the elected Commissioners broad authority to waive penalties associated with late payment of annual Registration Fees when landlords can show good cause for failure to timely pay; and

WHEREAS, Rent Board Regulation 883 grants Board staff the authority to administratively waive penalties based on a schedule that takes into account how many times the landlord has paid late over the previous six years if landlords pay the Registration Fee by September 30th of each year; and

WHEREAS, all landlords are still entitled to file a waiver application to the elected Board to have the Commissioners review and determine whether there was good cause for the late payment of the Registration Fee; and

WHEREAS, the Board generally waives a majority of the Registration Fee penalties when reviewing discretionary waivers and has most often taken the position that encouraging compliance is more important than imposing statutory penalties; and

WHEREAS, Staff and many landlords have expressed that, given that the agency has not received entirely accurate information regarding a number of rental units impacted by Measure BB, they are experiencing difficulties reconciling the accounts of units newly subject to registration fees for fully covered units or newly subject to increased Measure MM fees due to the Rent Ordinance amendments mandated by Measure BB; and

RESOLUTION 26-22

ESTABLISHING AN EXTENDED AMNESTY PERIOD TO WAIVE FISCAL YEAR 2026/2027 REGISTRATION FEE PENALTIES FOR NONPROFIT AFFORDABLE HOUSING PROPERTIES IMPACTED BY MEASURE BB (Page 4)

WHEREAS, by way of Resolution 21-19 adopted on July 15, 2021, the Board authorized a very successful amnesty program to waive penalties associated with the late payment of registration fees newly mandated by Measure MM; and

WHEREAS, Resolution 21-19 allowed staff to administratively waive penalties and ensure that many more units complied with the law, which has always been the Board's primary goal when registering units.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby establishes that, if Non-Profit Government Subsidized Affordable landlords impacted by the new registration fee requirements of Measure BB pay the Registration Fees after July 2, 2026, Board staff may waive all penalties associated with late payment of the Fiscal Year 2026/2027 Registration Fee as well as any penalties for the Fiscal Year 2025/2026 Registration Fee that was part of the same billing for those rental units; and

BE IT FURTHER RESOLVED, Landlords shall continue to have the option to have their Registration Fee penalties administratively waived pursuant to Rent Board Regulation 883, which establishes a schedule that takes into consideration how many times the landlord has paid late over the previous six years and has nothing to do with waiving penalties pursuant to Measure BB or any other reason for late payment; and

BE IT FURTHER RESOLVED, that, other than extending the timeframe for waiver of penalties through January 2, 2027, for nonprofit affordable housing properties impacted by Measure BB that are required to be registered, Rent Board Regulation 883 shall continue to operate as adopted, and Board staff may waive all penalties

RESOLUTION 26-22

**ESTABLISHING AN EXTENDED AMNESTY PERIOD TO WAIVE FISCAL YEAR 2026/2027
REGISTRATION FEE PENALTIES FOR NONPROFIT AFFORDABLE HOUSING
PROPERTIES IMPACTED BY MEASURE BB (Page 5)**

associated with late payment of any portion of the Fiscal Year 2024/2025 Registration Fee, the full Fiscal Year 2025/2026 Registration Fee, and the full Fiscal Year 2026/2027 Registration Fee.

Dated: May 28, 2026

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

YES:

NO:

ABSTAIN:

ABSENT:

Soli Alpert, Chairperson
Rent Stabilization Board

Attest: _____

DéSeana Williams, Executive Director



May 15, 2026

Alameda County Board of Supervisors

1221 Oak Street #536
Oakland, CA 94612

Dear President Haubert and Members of the Alameda County Board of Supervisors,

I write as Chair of the Berkeley Rent Stabilization Board to express strong support for expanding Alameda County’s investment in critical housing services in the upcoming budget cycle. During the County’s April 22, 2026 budget presentation, staff outlined how ongoing state and federal fiscal shifts are creating significant downstream impacts that limit local flexibility and place added strain on County services. Considering these conditions, it is vital that Alameda County strengthen its safety net and prioritize investments that maintain housing stability in the region.

As a body tasked with promoting housing stability and preventing displacement, the Rent Stabilization Board has long called for our city and county partners to invest in anti-displacement and affordable housing programs. Consistent with that priority, I urge the Board of Supervisors to consider the following budget allocations, which would provide essential support to residents most affected by the current housing and behavioral health crises:

- **\$125 million in rental subsidies** to protect families at risk of homelessness. Expanding rental assistance will help stabilize vulnerable households, prevent avoidable displacement, and reduce the long-term financial and social costs associated with homelessness.
- **\$2 million for the Supportive Housing Community Land Alliance** to develop and sustain high-quality board-and-care homes for residents with serious mental health needs. Alameda County faces an acute shortage of such placements, and this investment would help ensure that residents can access stable, community-based housing paired with appropriate care.

I know the County shares the Board’s dedication to enhancing housing stability and community well-being. I respectfully urge the Board of Supervisors to adopt these investments as part of a forward-looking, comprehensive strategy that protects Alameda County’s most vulnerable residents during a period of significant fiscal and social pressure.

Thank you for your leadership and for your continued commitment to supporting Alameda County residents.

Sincerely,

A handwritten signature in black ink, appearing to read 'Soli Alpert', written in a cursive style.

Soli Alpert, Chair
Berkeley Rent Stabilization Board
2000 Center Street, 4th Floor
Berkeley, CA 94704



BUDGET & PERSONNEL COMMITTEE MEETING

Wednesday, May 27, 2026 – 5:30 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, 4th floor, Berkeley, CA 94704

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 as anonymous. To request to speak, use the "Raise Hand" icon by rolling over the bottom of the screen.

To join by phone

Dial 1-669-900-6833, enter Webinar ID: 885 7373 5343 and Passcode: 755169. 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 DeWilliams@berkeleyca.gov by **3:30 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 BUDGET & PERSONNEL 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

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AGENDA: BUDGET & PERSONNEL COMMITTEE MEETING

Wednesday, May 27, 2026 – 5:30 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, 4th floor, Berkeley, CA 94704

1. Roll Call
2. Land Acknowledgment Statement: *The Berkeley Rent Stabilization Board recognizes that the rental housing units we regulate are built on the territory of xučyun (Huchiun-(Hooch-yoon)), the ancestral and unceded land of the Chochenyo (Cho-Chen-yo)-speaking Ohlone (Oh-low-nee) people, the ancestors, and descendants of the sovereign Verona Band of Alameda County. This land was and continues to be of great importance to all of the Ohlone Tribes and descendants of the Verona Band. As we begin our meeting tonight, we acknowledge and honor the original inhabitants of Berkeley, the documented 5,000-year history of a vibrant community at the West Berkeley Shellmound, and the Ohlone people who continue to reside in the East Bay. We recognize that Berkeley's landlords and tenants have and continue to benefit from the use and occupation of this unceded stolen land since the City of Berkeley's incorporation in 1878 and since the Rent Stabilization Board's creation in 1980. As stewards of the laws regulating rental housing, it is not only vital that we recognize the history of this land but also recognize that the Ohlone people are present members of Berkeley and other East Bay communities today.*
3. Approval of agenda
4. Public Comment
5. Approval of the February 3, 2026, meeting minutes (attached to agenda)
6. Discussion and Possible Action regarding Recommendation to full Board on the Adoption of a Fiscal Year (FY) 2026/27 Line-Item Budget, Staffing Model & Expenditure Level (See Attached Staff Report). Finance Director- Shamika Cole
7. Discussion and Possible Action on the proposed Executive Salary Policy (See attached Staff Report) Executive Director- DéSeana Williams
8. Future agenda items
9. Discussion and possible action to set the next meeting
10. Adjournment

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

COMMITTEE: Committee Chair Dominique Walker, Soli Alpert, Andy Kelley, Nathan Mizell



CLIMATE RESILIENCE AND HABITABILITY COMMITTEE

Friday, May 8, 2026 – 6:30 p.m.

Berkeley Rent Board Conference Room A – 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: 825 1690 7144 and Passcode: 849543. 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 **4:30 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 CLIMATE RESILLIENCE & HABITABILITY 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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AGENDA: CLIMATE RESILIENCE AND HABITABILITY COMMITTEE

Friday, May 8, 2026 – 6:30 p.m.

Berkeley Rent Board Conference Room A – 2000 Center Street, 4th Floor, Berkeley, CA 94704

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3. Approval of the Agenda
4. Public Comment
5. Approval of the April 10, 2026, Meeting Minutes
6. Discussion and Possible Action on Draft Survey Questions
7. Discussion and Possible Action on Rent Board Support on Senate Bill 868
8. Discussion and Possible Action Berkeley Municipal Code Chapter 19.5 "Elevators-buildings with ten or more units and two or more stories".
9. Next Meeting
10. 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
11. Adjournment

STAFF CONTACT: Amanda Eberhart, Registration Unit Manager (510) 981-4904

COMMITTEE: Ida Martinac (Chair), Vanessa Marrero, Alfred Twu

2000 Center Street, Suite 400, Berkeley, CA 94704 ▪ TEL: (510) 981-7368 (981-RENT) ▪ TDD: (510) 981-6903 ▪ FAX: (510) 809-3921
EMAIL: rent@berkeleyca.gov ▪ WEB: rentboard.berkeleyca.gov



EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, May 12, 2026 – 5:30 p.m.

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

**Teleconference Location – 2321 Tenth Street, Unit A, Berkeley, CA 94710 and
2309 Blake Street, Unit 210, Berkeley, CA 94704**

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: 824 8433 8140 and Passcode: 416345. To comment during the public comment part of the agenda, Press *9 and wait to be recognized by the Committee Chair.

Email comments

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AGENDA: EVICTION / SECTION 8 / FORECLOSURE COMMITTEE MEETING

Tuesday, May 12, 2026 – 5:30 p.m.

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

Teleconference Location – 2321 Tenth Street, Unit A, Berkeley, CA 94710 and

2309 Blake Street, Unit 210, Berkeley, CA 94704

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. Election of Committee Chair
4. Approval of the Agenda
5. Approval of the September 16, 2025, Meeting Minutes
6. Public Comment
7. Review of Committee Purview (verbal report)
8. Discussion and possible action regarding recent eviction statistics (Attachment 1)
9. Discussion and possible action regarding contents of Owner Move-in Reports
10. Report on Regulation 1283 (Attachment 2)
11. Confirm next meeting date
12. Adjournment

STAFF CONTACT: Ollie Ehlinger, Staff Attorney – (510) 981-4924

COMMITTEE: Stefan Elgstrand, Xavier Johnson, Nathan Mizell, Dominique Walker



OUTREACH AND ACCESSIBILITY COMMITTEE MEETING

Wednesday, May 27, 2026 – 7:00 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: 843 5285 2360 and Passcode: 377120. 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 **5:00 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 OUTREACH AND ACCESSIBILITY COMMITTEE." Please observe a 150-word limit. Time limits on public comments will apply.

Decorum

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AGENDA: OUTREACH AND ACCESSIBILITY COMMITTEE MEETING

Wednesday, May 27, 2026 – 7:00 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. Review and approval of March 25, 2026 Meeting Minutes
5. Public Comment
6. Rent Board Outreach Staff Report
7. Update on Language Access
8. Next Meeting Date Wednesday, June 24, 2026
9. Future Agenda Items
10. Adjournment

STAFF CONTACT: Carla Orozco, Community Development Project Coordinator (510) 981-4934

COMMITTEE: Andy Kelley (Chair), Vanessa Marrero, Ida Martinac, Alfred Twu



4 X 4 JOINT TASK FORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, April 17, 2026 – 11:00 a.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

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3. Approval of agenda
4. Non-agenda public comment
5. Approval of March 20, 2026, meeting minutes
6. Discussion and possible action regarding potential amendments to the Rent Ordinance proposed by the Rent Board for the November 2026 General Election (attached to agenda).
7. Discussion and possible action regarding Affordable Housing Provider Fees under the Rent Ordinance
8. Update on the Emergency Ordinance
9. Confirm next meeting to return back to regular time of 12 p.m.
10. 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 Andy Kelley
City Councilmember Igor Tregub	Rent Board Commissioner Alfred Twu

2000 Center Street, Suite 400, Berkeley, CA 94704 ▪ TEL: (510) 981-7368 (981-RENT) ▪ TDD: (510) 981-6903 ▪ FAX: (510) 809-3921
EMAIL: rent@berkeleyca.gov ▪ WEB: rentboard.berkeleyca.gov



4 X 4 JOINT TASK FORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, March 20, 2026 – 11:00 a.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

Teleconference Location - 1201 J Street, Suite 200

Sacramento, CA 95814

Public participation

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AGENDA: 4 X 4 JOINT TASK FORCE ON HOUSING

CITY COUNCIL/RENT BOARD

Friday, March 20, 2026 – 11:00 a.m.

2180 Milvia Street, 1st floor, Cypress Room, Berkeley, CA

Teleconference Location - 1201 J Street, Suite 200

Sacramento, CA 95814

Minutes – To Be Approved

1. **Roll Call:** Co-Chair Lunaparra called the meeting to order at 11:08.

Present: Blackaby, Lunaparra, Tregub, Alpert, Johnson, Kelley, and Twu (remote).

Absent: Bartlett.

Staff present: Ehlinger, Brown, D Williams, Kim (remote), Chang, Bolotina, Gottlieb

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:** M/S/C (Lunaparra/Alpert) Continue item 7. Voice Vote. Carried: 7-0-0-1. ABSENT: Bartlett.
4. **Non-agenda public comment:** One speaker relating to the Elevator Ordinance.
5. **Approval of February 20, 2026, meeting minutes:** M/S/C (Tregub/Kelley) Voice Vote. Carried: 6-0-1-1. ABSTAIN: Tregub. ABSENT: Bartlett.
6. **Discussion on emergency eviction (requested by Co-Chair Alpert):** Staff continuing efforts to connect and review with CAO.
7. **Discussion on Proactive Housing Standards Enforcement (requested by Co-Chair Alpert):** Item continued per Lunaparra motion.
8. **Discussion on requiring property owners to provide prospective tenants with a copy of the unit's most recent RHSP Self-Certification Checklist and/or other materials regarding a unit's habitability/inspection history before a lease is signed (requested by Co-Chair Lunaparra):** One public comment in person. One online public comment.

9. **Discussion on first-in-time standard (requested by Co-Chair Alpert)**: Item passed around from one member of the public alongside their public comment. One online comment. Twu and Alpert to bring matter back to next meeting.
10. Confirmed April 17 meeting will take place at 11 AM instead of regularly scheduled time of 12 PM.
11. **Adjournment**: M/S/C (Johnson/Tregub) Voice Vote. Carried 7-0-0-1. ABSENT: Bartlett.

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 Andy Kelley
Rent Board Commissioner Alfred Twu



Memorandum

DATE: April 17, 2026
TO: Honorable Members of 4x4 Committee on Housing
FROM: Soli Apert, Chair, of the Berkeley Rent Stabilization Board
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. Historically, the Rent Board (“Board”) has developed amendments to the Rent Ordinance and presented those amendments to the 4x4 Committee and then to City Council.

The Rent Board’s 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. The Ad Hoc Committee presented the proposed Amendments to the full Board. The Board approved these proposed amendments with one addition at its Regular Meeting on March 23, 2026 and forwarded the amendments to the 4x4 Committee for consideration.

A redlined version of the Rent Ordinance, reflecting the final amendments approved by the Board, is attached to this memo. Each amendment is noted in the index at the beginning of the document.

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, either as new construction or as separately alienable dwelling units.

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

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.

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	6-7	Clarifies definitions of newly constructed rental unit and separately alienable dwelling unit to exclude units subject to 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	15-16	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.

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 are not partially-covered as "separately alienable rental units" and, unless otherwise exempt, shall be covered by all provisions of this Chapter to the extent that state or local law permits.

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

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 initial 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 pro-

rated based upon the number of months remaining to the next ~~July 1~~ annual registration deadline.

K. No landlord shall be deemed to be in compliance with this 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 1~~ 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.~~

EF. 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. The landlord shall deposit the additional relocation payment with the ~~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 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 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.