
PROPERTY OWNER PACKET



*Rent Adjustment Program
250 Frank Ogawa H. Plaza
Suite 5313
Oakland, CA 94612*

*Phone (510) 238-3721
Fax (510) 238-6181
www.oaklandca.gov/rap*

Rent Adjustment Service Hours:

Mon: 9:30 am to 1:00 pm

Tues through Thurs: 9:30 am to 4:30 pm

Fri: Closed*

*(Document drop off available 9:00 am - 4:30 pm)

**WE SUPPORT SPANISH, CANTONESE, AND
MANDARIN. CONTACT US FOR SUPPORT IN
OTHER LANGUAGES.**



Rent Adjustment Program

Upcoming 2019 Workshops

EVENT	DATE AND TIME
Small Property Owners Workshop - Owner Occupied Duplex/Triplex City of Oakland 250 Frank H. Ogawa Plaza, Byrd Conference Room, Oakland	Tuesday, March 26 5:30 – 7:00 pm
2019 OBAR Member Luncheon Presentation w/ K. Qian & U. Fernandez OBAR 2855 Telegraph Avenue, Suite 104, Oakland	Wednesday, March 27 12:00 noon – 2:00 pm
Landlord 101 Workshop Oakland Library, Main Branch 125 14 th Street, Oakland	Tuesday, May 14 5:30 – 7:00 pm
Tenant Rights Workshop Oakland City Hall, Hearing Room 2 1 Frank H. Ogawa Plaza, Oakland	Tuesday, June 4 5:30 – 7:00 pm
Small Property Owners Workshop - Owner Occupied Duplex/Triplex Oakland Library, Rockridge Branch 5366 College Avenue, Oakland	Wednesday, June 12 5:30 – 7:00 pm
Tenant Rights Workshop Oakland City Hall, Hearing Room 1 1 Frank H. Ogawa Plaza, Oakland	Tuesday, July 9 5:30 – 7:00 pm
Evictions in Oakland: A Workshop for Oakland Property Owners Oakland Library, Main Branch 125 14 th Street, Oakland	Tuesday, July 30 5:30 – 7:00 pm
Tenant Rights Workshop Oakland Library, Main Branch 125 14 th Street, Oakland	Tuesday, September 10 5:30 – 7:00 pm
Small Property Owner's Workshop Oakland City Hall, Hearing Room 1 1 Frank H. Ogawa Plaza, Oakland	Tuesday, September 24 5:30 – 7:00 pm
Taller de Derechos del Inquilino (español/Spanish) Spanish Speaking Citizens Foundation 1470 Fruitvale Ave, Oakland	Tuesday, October 8 5:30 – 7:00 pm
Landlord and Tenant Rights and Responsibilities - Security Deposits Oakland Library, Main Branch 125 14 th Street, Oakland	Tuesday, October 22 5:30 – 7:00 pm



Local Resources for Property Owners & Tenants

Local Organizations Providing Assistance to Tenants

Causa Justa :: Just Cause

Main office: 3344 International Blvd., Oakland, CA 94601

Housing Clinic location: 1419 34th Ave #203 Oakland, CA 94601

(NOTE: drop-in hours temporarily suspended as of 6/7/19)

Tenant Hotline: 510-836-2687, general: 510-763-5877

Website: <https://cjjc.org>

Email: info@cjjc.org

A nonprofit organization dedicated to defending and advancing the rights of California tenants for safe, decent, and affordable housing.

Centro Legal de la Raza

3022 International Blvd., Suite 410, Oakland, CA 94601

Office hours: Mon-Thurs 9:00 am-12:00pm, 1:00-5:00; Fri 9:00am-12:00pm

Phone: 510-437-1554

Website: <https://centrolegal.org>

Email: info@centrolegal.org

Drop in Clinics:

- Every Tuesday, 9:00 AM
3022 International Blvd. Suite 410, Oakland, CA 94601
- Every 2nd Thursday, 9 – 11 am
Eastmont Library
7200 Bancroft Ave #211, Oakland, CA 94605
- Every 3rd Thursday, 10 am – 12 noon
West Oakland Library
1801 Adeline St, Oakland, CA 94607

Centro Legal de la Raza is a legal services agency protecting and advancing the rights of low-income, immigrant, and Latino communities through bilingual legal representation, education, and advocacy. By combining quality legal services with know-your-rights education and youth development, Centro Legal ensures access to justice for thousands of individuals throughout Northern and Central California.

East Bay Community Law Center

1950 University Ave., Ste 200, Berkeley, CA 94703

2921 Adeline St., Berkeley, CA 94703 (between Ashby and Russell St)

Phone: 510-548-4040

Hours: Monday-Friday 9:00am-5:00pm

Website: <https://ebclc.org>

Email: info@ebclc.org

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CITY OF OAKLAND

Rent Adjustment Program



Counseling and assistance in filing legal paperwork (for low-income tenants only). Free community workshops for low-income tenants who have disputes with their property owners.

Eviction Defense Center

350 Frank Ogawa Plaza, Suite 703, Oakland, CA 94612

Phone: 510-452-4541

Hotline: 510-693-2775 (accepts text messages & after hours)

Hours: Mon/Tues/Thurs 9:00am-5:00pm

Wed/Fri 9:00am-4:00pm; Closed 12:00-2:00pm Daily

Website: <https://www.evictiondefensecenteroakland.org>

Nonprofit provides low-cost legal services to tenants facing eviction in Alameda County and the city of Richmond. All services are offered on a sliding scale basis.

Oakland Tenants Union

P.O. Box 10573, Oakland, CA 94601

Phone: 510-704-5276 (leave a voicemail)

Website: <https://oakandtenantsunion.org>

Email: help@oaklandtenantsunion.org

Drop-in hours: 1st and 3rd Sunday 3-5pm, Oakland Public Library, Main Branch

A volunteer referral and resource organization of housing activists dedicated to protecting tenants' rights and interests. Because it is volunteer run, your call may not be returned right away.

Tenants Together

474 Valencia St #156, San Francisco, CA 94103 (no drop-in services)

Tenants' Rights Hotline: 888-495-8020

Website: www.tenantstogether.org

Email: info@tenantstogether.org

A nonprofit organization dedicated to defending and advancing the rights of California tenants for safe, decent, and affordable housing.

Bay Area Legal Aid-Alameda County Office

1735 Telegraph Ave, Oakland, CA 94612 (No walk-ins)

Phone: 510-663-4755 | Legal Advice Line: 800-551-5554

Tenants' Rights Legal Advice Line: 888-382-3405

M, Th, F: 9:30-12:30

T & W: 1:00-4:00pm

Website: <http://baylegal.org>

Provides legal information and help to low-income people. Tenants may receive assistance in the following areas: Evictions, Housing Discrimination, Terminations, Disputes, unsafe or unhealthy housing conditions, lock-outs and utility shut-offs, and tenants of foreclosed properties.

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Alameda County Social Services Agency

Housing and Homeless Services

Website: https://alamedasocialservices.org/public/services/housing_and_homeless/housing_and_homeless.cfm

The Alameda County Social Services Agency provides cash aid or housing voucher assistance to families and single adults who are homeless or at-risk of becoming homeless in the county. For emergency shelter, contact Eden Information and Referrals: 510-537-2552

Season of Sharing (SOS)

Phone: 510-272-3700

Website:

https://www.alamedasocialservices.org/public/services/community/season_of_sharing.cfm

The county's SOS program is a private fund providing one-time crisis based assistance for housing and critical family needs to Alameda County residents. Grants are based not only for criteria being met but also on merit and the greatest need. Assistance is not guaranteed. For more information, call the automated pre-screening phone number or visit the program website.

Local Organizations Providing Assistance to Seniors

Berkeley East Bay Gray Panthers

Phone: 510-842-6224

Hours: Wednesday 1:30pm-4:00pm

Website: <https://www.facebook.com/berkeleygraypanthers/>

Email: graypanthersberk@aol.com

East Bay Gray Panthers have always been involved in progressive politics demonstrating for justice, civil rights, for the homeless, housing affordability, climate change, the environment and against war. Serves Berkeley, Albany, Emeryville, Oakland, Richmond, El Cerrito, Alameda, San Leandro, and nearby areas.

Legal Assistance for Seniors

333 Hegenberger Rd, Suite 850, Oakland, CA 94621

Phone: 510-832-3040

Hours: Monday-Friday 9:00am-5:00pm (call for an appointment)

Website: <https://www.lashicap.org>

Email: las@lashicap.org

Local Organizations Providing Assistance to Property Owners

Alameda County Bar Association

Legal Access Alameda

1000 Broadway, Suite 290, Oakland, CA 94607

Phone: 510-302-2222. Option 4

Phone hours: 8:30am-12:00pm and 1:00pm-3:00pm

Website: <http://legalaccess.org/>

Email: amarilis@acbanet.org

Low-income Landlord Eviction Assistance clinic is offered weekly by appointment.

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East Bay Rental Housing Association

3664 Grand Ave, Suite B, Oakland, CA 94610

Phone: 510-893-9873

Hours: Monday-Friday 9:00am-5:00pm (closed for lunch from 12:30pm-1:30pm)

Website: <https://www.ebrha.com>

Email: news@ebrha.com

EBRHA is a full-service nonprofit organization dedicated to promoting fair, safe and well-maintained residential rental housing that is compliant with local ordinances and state/federal laws. We offer our rental property owner and manager members city-specific and timely education, one-on-one property management advice, free rental forms, networking opportunities, and advocacy at the state and local level. EBRHA supports our members, neighbors and local businesses with community improvement and sustainability initiatives.

Local Organizations Providing Assistance to Property Owners and Tenants

SEEDS Community Resolution Center

2530 San Pablo Ave, Suite A, Berkeley, CA 94702

Phone: 510-548-2377

Fax: 510-548-4051

Website: www.seedscrc.org

Email: casedeveloper@seedscrc.org

Hours: Monday-Thursday 9:00am-5:00pm

Provides mediation, facilitation and training. Can schedule a mediation session within 10 to 14 business days after all parties involved go through an intake process by phone. \$75 per party involved, per mediation session (sliding scale available; no one is turned away for lack of funds).

Housing and Economic Rights Advocates (HERA)

1814 Franklin St, Suite 1040, Oakland, CA 94612

Mailing Address: P.O. Box 29435, Oakland, CA 94604

Phone: 510-271-8443 (No drop-ins)

Fax: 510-868-4521

Drop-in hours for landlords: Tuesdays and Thursdays 9:30am- 1:00pm at RAP

Website: <http://www.heraca.org>

Email: inquiries@heraca.org

Promotes affordable and fair credit access, asset building and preservation. Fights abusive mortgage servicing, problems with homeowner associations, foreclosure, escrow and other homeowner problem, predatory lending of all kinds, and discrimination in financial services and consumer transactions. Provides financial counseling to individuals and community education workshops. Trains service providers and other professionals. Translates clients' experiences and needs into policy work. Collaborates with many different partners across the state and country and creates positive solutions for vulnerable residents.

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Allowable Annual Rent Increase

(O.M.C. 8.22.070 et seq.)

The Oakland Rent Adjustment Ordinance and Rent Adjustment Program Regulations provide a framework for rent increases in covered rental units. The following is a summary only. For complete information, please consult the Ordinance and Regulations.

Tenants can be given only one rent increase in any 12-month period. An increase cannot happen earlier than 12 months after a tenant's move-in date or 12 months after the last rent increase.

The Oakland Rent Adjustment Ordinance provides for an Allowable Annual Rent Increase based on the regional Consumer Price Index ("CPI"). A new CPI rate takes effect each July 1, and remains in effect for rent increases through June 30 of the following calendar year.

The annual CPI rate for rent increases effective July 1, 2019 through June 30, 2020, is 3.5%. The rate cannot be applied to rent increases that take effect earlier than July 1, 2019.

A property owner can raise the rent above the CPI rate, based on "justifications" listed in the in the Ordinance and Regulations. One justification is "banking." "Banking" refers to deferred annual CPI rent increases that an owner can carry forward, subject to limitations (See *Regs.-Appendix A, 10-5*). **An increase based on banking cannot be higher than 3X the current year's CPI.** The Ordinance also has noticing requirements for giving a rent increase. California law requires that tenants be provided with written advance notice of a rent increase of 30 days (for increases 10% or less) or 60 days (for increases greater than 10%) before the effective date of the increase. NOTE: Oakland rent law prohibits rent increases higher than 10%.

July 1, 2019: 3.5%

July 1, 2018: 3.4%

July 1, 2017: 2.3%

July 1, 2016: 2.0%

July 1, 2015: 1.7%

July 1, 2014: 1.9%

July 1, 2013: 2.1%

July 1, 2012: 3.0%

July 1, 2011: 2.0%

July 1, 2010: 2.7%

July 1, 2009: 0.7%

July 1, 2008: 3.2%

July 1, 2007: 3.3%

May 1, 2006: 3.3%

May 1, 2005: 1.9%

May 1, 2004: 0.7%

May 1, 2003: 3.6%

July 1, 2002: 0.6%

March 1, 1995 - June 30, 2002: 3% per year

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Just Cause is Required for Eviction

(O.M.C. Section 8.22.300 et seq.)

NOTE: The expiration of a rental agreement, the sale of a property (including transfers due to FORECLOSURE), conversion to condominium, or changes in the federal Section 8 status of a unit are not “good causes” for eviction under Oakland law.

ATTENTION: EVICTIONS CAN BE COMPLICATED. IF YOU GET AN EVICTION NOTICE OR ARE CONTEMPLATING SERVING A NOTICE ON YOUR TENANT CALL A RAP HOUSING COUNSELOR AT 510-238-3721 AS SOON AS POSSIBLE.

In Oakland, a property owner can only terminate a tenancy or evict a tenant for JUST CAUSE. A Notice to Terminate or Evict must specify one of the following eleven Just Causes:

1. Failure to pay rent.
2. Material violation of rental agreement after written notice to stop.
3. Refusal to sign a new lease with substantially the same terms as the old lease.
4. Causing substantial damage to the unit.
5. Tenant continues to disturb the peace and quiet enjoyment of other tenants after written notice to stop.
6. Engaging in unlawful activity on the premises.
7. Refusing to allow property owner access to make repairs, after receiving proper written notice.
8. The unit is the property owner’s principal residence and the property owner wants to move back into the unit, as provided in a rental agreement with the current tenants.
9. Property owner wants to use the rental unit as a principal residence for property owner of record or owner’s spouse, domestic partner, child, parent or grandparent.
10. Property owner withdraws unit from the rental market under state law (Ellis Act).
11. Property owner seeks to make substantial repairs that cannot be made while the unit is occupied, and which affect the health and safety of tenants in the building.

THE NOTICE TO TERMINATE A TENANCY IS THE FIRST STEP IN AN EVICTION ACTION. TO SUCCEED, A PROPERTY OWNER MUST PROVIDE THE TENANT WITH THE CORRECT LEGAL NOTICE. A TENANT MAY HAVE GROUNDS TO CHALLENGE THE NOTICE AND THE SUBSEQUENT EVICTION ACTION.

All eviction notices must include grounds for eviction, and a statement that advice regarding eviction is available from the Rent Adjustment Program. Specific language is found in the Just Cause Regulations. A copy of every eviction notice **must** be filed with the Rent Adjustment Program **within 10 days** after it is served on the tenant. A property owner’s failure to file this notice is a defense to any resulting Unlawful Detainer action. The Rent Adjustment Program keeps these notices for one (1) year.

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Notice of Tenant Protection Ordinance

(O.M.C. 8.22.600 et seq.)

On November 5, 2014, the Oakland City Council adopted the Tenant Protection Ordinance (TPO), which prohibits various harassing behaviors by owners against tenants – thereby bolstering existing laws and leases that protect tenants. The TPO creates remedies that could be enforced by private civil rights of action.

Among other things, the Tenant Protection Ordinance prohibits conduct that may coerce a tenant to vacate a rental unit involuntarily. The following is only a summary of the illegal conduct, for a complete list, you are advised to review the attached copy of the Tenant Protection Ordinance or review Oakland Municipal Code 8.22.600.

Property owners must not, in bad faith, engage in any of the following conduct:

1. Disruption of services to the rental unit.
2. Fail to perform repairs and maintenance.
3. Failing to perform due diligence when completing repairs.
4. Abuse the owner's right of access to the rental unit.
5. Remove personal property, furnishings, or any other items without the prior written consent of the tenant.
6. Threats regarding immigration status.
7. Offer payments to a tenant to vacate more than once in six (6) months.
8. Threaten the tenant, by word or gesture, with physical harm.
9. Interfere with a tenant's right to quiet use and enjoyment of the rental unit.
10. Refuse to accept or acknowledge receipt of a tenant's lawful rent payment.
11. Refuse to cash a rent check for over thirty (30) days unless a written receipt for payment has been provided to the tenant.
12. Interfere with a tenant's right to privacy.

Note: A tenant aggrieved by violations of the Tenant Protection Ordinance may bring a civil action in court against the property owners. Violators may be held liable for damages including emotional distress. For violations related to repairs, tenants must first provide fifteen (15) days' notice of violation.

The TPO requires owners to post a notice of the TPO in rental units located in a building with an interior common area. The notice must be placed in at least one such common area in the building using the form prescribed by the City Staff.

If you are experiencing any of the conduct detailed above, you may contact the Rent Adjustment Program for more information, at (510) 238-3721.

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Property Owner's Rights and Responsibilities

Before the unit is rented, the property owner has the right to:

1. Offer and advertise vacant units for rent.
2. Screen potential tenants.
3. Select the tenant who is to reside in the rental unit.
4. Collect first month's rent and security deposit.

After the rental unit has been rented, the property owner has the right to:

1. Request mediation with the Rent Adjustment Program for issues with the tenant(s).
2. Petition for additional rent increases or exemption from the Rent Adjustment Program.
3. Enter the rental unit under the following circumstances:
 1. In an emergency.
 2. To make necessary or agreed upon repairs, decorations, alterations, or improvements, supply necessary services or show the unit to prospective buyers, tenants or workers.
 3. When a tenant has abandoned or given up the premises.
 4. As a result of a court order.
4. Initiate eviction proceedings under the Just Cause Ordinance, which include:
 1. Non-payment of rent.
 2. Failure to comply with a material term of the lease.
 3. Tenant causes or allows damage to the unit and refuses to pay for the damage.
 4. Tenant refuses to sign a new lease which is substantially the same as the old lease.



Tenant's Rights and Responsibilities

Under California Law (Civil Code 1941.1), the tenant has the right to:

1. Roofs and walls must not leak.
2. Doors and windows must not be broken.
3. Plumbing and gas must work properly.
4. Hot and cold water must be provided.
5. Heater must work and be safe.
6. Lights and wiring must work and be safe.
7. Enough cans and bins be provided for trash.
8. Floors, stairways and railings must be maintained and safe.
9. The rental unit must be clean, with no trash, rodents or other pests.
10. Sewer and septic system must be connected and working properly.

Also under California Health and Safety Code (Sections 17900 through 17995), the tenant has a right to:

1. A working toilet, wash basin, and bathtub or shower.
2. The toilet, and bathtub or shower, must be in a room which is ventilated and allows for privacy.
3. A kitchen sink, which cannot be made of an absorbent material such as wood.
4. Natural lighting in every room through windows or skylights (which should be able to open at least halfway for ventilation, unless a fan provides mechanical ventilation).

Under Oakland Rent Adjustment Ordinance (O.M.C., Section 8.22.010):

1. Tenant may request a mediation to discuss issues with the property owner.
2. Tenant may file a petition for an increase above CPI or decrease in service within the unit.

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Property Owner's Right to Enter & Tenant's Right to Privacy

(Ca. Civ. Code Section 1954)

A property owner may enter the dwelling unit only in the following cases:

1. In case of emergency
2. To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.
3. When the tenant has abandoned or surrendered the premises.
4. Pursuant to court order.

Note: Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

A property owner may not abuse the right of access or use it to harass the tenant.

The property owner must:

1. Give the tenant reasonable notice in writing of his or her intent to enter during normal business hours. The notice shall include the date, approximate time, and purpose of the entry.
2. Twenty-four (24) hours shall be presumed to be reasonable notice in absence of evidence to the contrary. Mailing of the notice at least six (6) days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.
3. Personally deliver notice to the tenant, leave notice with someone of a suitable age and discretion at the premises, or leave on, near or under the usual entry door of the premises in a manner in which a reasonable person would discover the notice.

Unless:

1. The purpose of entry is to show the unit to prospective or actual purchasers, then the notice may be given orally, in person, by telephone or in writing within 120 days of the oral notice that the property is for sale.
2. The tenant and the property owner agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of entry (within one (1) week of agreement).

Note: No notice of entry is required under this section if (1) in response to an emergency, (2) the tenant is present and consents to the entry at that time, or (3) the tenant has abandoned or surrendered the unit.



Rent Levels and Rent Regulation

Every residential rental unit in Oakland that is not exempt from the provisions of the Oakland Rent Adjustment Ordinance has a **lawful rent ceiling**, which is the maximum amount of rent that a property owner may lawfully charge for the use or occupancy of the unit and any associated housing services, such as furnishings, parking or laundry facilities. Rent is not limited to money and includes the fair market value of any goods or services that are rendered to a property owner in lieu of money.

Under the Costa Hawkins Rental Housing Act, a property owner may set the initial rent and associated housing services for new tenancies beginning on or after January 1, 1996. The initial rent becomes the new rent ceiling, which may be changed only by allowable increases under the Rent Ordinance. Any change in housing services from that provided at the beginning of the tenancy may be grounds for an adjustment of the lawful rent ceiling.

A property owner is **NOT** eligible to implement a vacancy increase for a unit that was cited by a governmental agency for serious health, safety, fire, or building code violations (except those caused by disasters) that remained uncorrected for more than 60 days before vacancy.

RENT CEILING INCREASES

Rent ceilings may be increased by the **annual consumer price index (CPI)** rent increase without seeking approval from the Rent Adjustment Program. Every March, the RAP publishes the CPI for the next fiscal year which runs from July 1 through June 30.

An owner can increase the rent on a covered unit only once in a 12 month period. The first increase cannot be effective any earlier than 12-months after the tenant moved into the unit. No rent increase can be imposed until at least six months after the tenant was first served with the RAP Notice.

If an owner does not increase the rent, or increases it less than the allowable CPI, the owner is entitled to “bank” the unused rent increase for the future. However,

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the total rent increase that can be imposed in any one rent increase may not exceed the total of three times the then allowable CPI increase and may not be greater than 10%. No rent increase may be banked more than ten (10) years after it accrues.

A property owner must give a tenant at least 30-days' written notice of the increase. If the tenant has a fixed-term lease, unless the lease allows the increase, the property owner will have to wait until the expiration of the lease term to implement the CPI increase.

Property Owner Petitions for Rent Adjustments

Property owners may petition the RAP for rent ceiling increases, although with vacancy decontrol in effect, there is less need for such petitions. Grounds for filing a property owner petition are as follows:

- **Capital Improvements:** Costs paid by the owner for improvements to the unit or the building that materially add to the value of the property, appreciably prolong its useful life, and primarily benefit the tenants. An owner is entitled to pass through 70% of the allowable costs for expenditures made within 24 months of having filed the petition.
- **Uninsured Repair Costs:** These costs are expenditures made to repair damage resulting from fire, earthquake, or natural disaster, to the extent such repair is not reimbursed by insurance proceeds.
- **Increased Housing Service Costs:** An owner can also file a petition for a rent increase based on increased housing service costs to cover increased costs related to insurance, utilities, heat, water, and other services provided by the owner related to the use or occupancy of the unit.
- **Fair Return:** An owner can also file a petition for a rent increase based on fair return. Fair return is measured by a calculation to determine if the owner is maintaining the net operating income produced by the property in a base year, subject to CPI related adjustments.

Tenant Petitions for Rent Adjustments

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Tenants may petition the RAP for reductions in the rent ceiling, and do so most commonly because of housing code violations, habitability problems, or a decrease in living space or housing services. The petition process can be used to obtain rent reductions to compensate for such problems and to motivate a property owner to correct physical defects or restore space or services. Other grounds for filing a tenant petition are:

- **Illegally High Rent:** A rent increase that exceeds the CPI rent increase or a rent increase that is greater than 10% in one year or greater than 30% over a 5-year period (except for fair return).
- **No RAP Notice:** A rent increase notice was served without a RAP Notice.
- **Expiration** of capital improvement amortization period.
- **Improper Service** of the rent increase notice.

HEARINGS

After a tenant or a property owner files a petition, the opposing party has a right to object to the petition. If no objection is filed or if the petitioner does not request a hearing, and a hearing officer determines that a decision can be rendered without testimony, the petition will be decided administratively, that is, without a hearing. Otherwise, a hearing will be held, in which an impartial hearing officer takes testimony and receives written evidence on the issues raised by the petition. In either case, unless the parties enter into a settlement agreement, the hearing officer will issue a written decision granting or denying the requested rent ceiling increases or decreases. A hearing officer's decision may be appealed to the seven-member Rent Board.



Tenant Move-Out Agreement Ordinance

(O.M.C. 8.22.700 et seq.)

Effective May 1, 2018, the Oakland City Council passed the Tenant Move-Out Ordinance (TMOO) which affords protections to tenants who are offered buyout agreements by their property owners. These protections apply where a tenant accepts payments in exchange for an agreement to vacate a rental unit protected by the Just Cause for Eviction provisions in Oakland Municipal Code Section 8.22.300. The vast majority of rental units are covered by the Just Cause for Eviction provisions, including some units that are not rent controlled.

Under TMOO, a tenant has the following rights when considering whether to accept a property owner's buyout offer:

- **The right NOT to enter into a buyout agreement:**
The tenant may refuse any buyout offer and the property owner is prohibited from retaliating for refusing the offer.
- **A twenty-five (25) day right to rescind:**
The tenant may rescind the buyout agreement within twenty-five (25) days after it is fully executed.
- **The right to consult an attorney:**
The tenant has the right to consult with an attorney before deciding whether to accept a buyout offer.

The City of Oakland requires that property owners make relocation payments to their tenants under certain circumstances in which the tenants are displaced or evicted through no fault of their own. These legally mandated relocation payments are not buyout agreements and do not limit the scope or applicability of a buyout agreement in any way. Tenants and property owners with questions about whether a relocation payment might be required by law and what amount is mandatory may contact the Rent Adjustment program for more information.

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Uniform Residential Tenant Relocation Ordinance

(O.M.C. 8.22.800 et seq.)

On January 16, 2018, the City of Oakland passed the Uniform Residential Tenant Relocation Ordinance (Ord. No. 13468) to establish a uniform schedule of relocation payments which are now extended to tenants evicted when the owner or qualifying relative moves in and for other “no tenant fault” evictions.

The Uniform Relocation Ordinance (“Ordinance”) requires owners to provide relocation payments to tenants displaced by code compliance activities, owner or relative move-ins, Ellis Act, and condominium conversions. Except for temporary code compliance displacements, which require the payment of actual temporary housing expenses, the payment amounts set forth in the ordinance depend on the size of the unit, and adjust for inflation annually on July 1st. The base payment amounts until June 30, 2020 are:

- \$7,116.23 per studio/one bedroom unit
- \$8,758.44 per two-bedroom unit
- \$10,811.20 per three or more-bedroom unit

Tenant households in rental units that include lower income, elderly or disabled tenants, and/or minor children are entitled to a single additional relocation payment of two thousand five hundred dollars (\$2,500) per unit from the owner.

Termination notices served after January 25, 2018 for evictions where the new relocation requirement applies, must include a statement informing tenants of their right to relocation payments.

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase (“CPI increase”) or allowed “banked” rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner’s petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at:
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant’s signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.



P.O. BOX 70243, OAKLAND, CA 94612-2043

房屋與社區發展部 (Department of Housing and Community Development)

租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721

傳真 (510) 238-6181

TDD (510) 238-3254

住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整計劃(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調幅,您有權對業主的陳情提出抗辯,但您不需要自己提出陳情。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願。如需相關資訊並索取請願書,請前往房屋協助中心(Housing Assistance Center)的租金調整計劃(RAP)中心親自索取:250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at:
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由」)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區(圈選一項)。該吸煙區位於 _____。

我於 _____ 收到本通知書

(日期)

(租客簽名)

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P.O. BOX 70243, OAKLAND, CA 94612-2043
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler

TEL. (510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1° de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o permitido que los aumentos en el alquiler sean “invertidos”. Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6° Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario ____ tiene ____ no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de _____.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY o NO HAY un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el _____
(Fecha) (Firma del inquilino)

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No Cost Lead Paint Repair Funds

FOR PROPERTY OWNERS IN ALAMEDA COUNTY

Grants of up to \$10,000 per housing unit for Lead Paint Repairs Help Prevent Lead Poisoning!

Lead poisoning is a serious disease that causes brain damage and other serious problems for children and adults and can be expensive to repair.

Does your property meet the following criteria?

- ☐ Built before 1978 (priority for built before 1960)
- ☐ Is home to a low-income family*
- ☐ If a unit is a studio it must be home to a child under 6 or a pregnant woman
- ☐ If a unit is occupied by the owner it must either be home to a child under 6, a pregnant woman, or is regularly visited by a child under 6.

Qualified units may receive:

- ☐ Grants up to \$10,000 for lead hazard repairs
- ☐ Additional funds for other safety/housing issues
- ☐ Complete project management services
- ☐ Free Lead Risk Assessment Testing
- ☐ Free clearance testing



How Owners Can Apply:

Call us at (510) 567-8280 for a free consultation

or

Online at www.achhd.org

or

Complete the pre-application on the other side of this form and fax, e-mail, or mail to the Healthy Homes Department

Tenants: Have your landlord contact us at (510) 567-8280 for more information, or email us at Lead.Funds@acgov.org

No. in Household	1	2	3	4	5	6	7	8
* Max Income	\$69,000	\$78,850	\$88,700	\$98,550	\$106,450	\$114,350	\$122,250	\$130,100



PRE-APPLICATION FOR LEAD HAZARD REPAIR FUNDS

GENERAL INFORMATION

Property Owner Name(s)			
Contact Name		Phone	Home:
			Daytime:
		Email	
Property Address	Street	City	Zip
Owner's Mailing Address	Street	City	Zip

Priority for units with a child under six living in or regularly visiting or a pregnant occupant, units built before 1960, home child-cares, and units in the Section 8 program.

*** A unit must have at least one bedroom**

**** Owner-occupied units must be home to child under 6, have a pregnant occupant, or be regularly visited by another child under 6 at least 2 visits per week of at least 3 hours each.**

***** Low-income means that to the best of your knowledge the occupants' gross household income is less than the following limits:**

# in household	80%	1	2	3	4	5	6	7	8
Income Limit	AMI	\$69,000	\$78,850	\$88,700	\$98,550	\$106,450	\$114,350	\$122,250	\$130,100

Total number of units on the property: _____

Unit # (ex. "Unit 402" or "Unit C")	Mark "X" if Currently Section 8	# of Bedroom *	Total # of people in household	Is there a child under 6 years old in the home? **	Occupant Name & Phone # (write "vacant" if unoccupied)	Low-income? (chart above)***	Primary Language
				<input type="checkbox"/> Child under 6 resides <input type="checkbox"/> Child under 6 visits** <input type="checkbox"/> Occupant is pregnant <input type="checkbox"/> Childcare business** <input type="checkbox"/> Don't know		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> _____
				<input type="checkbox"/> Child under 6 resides <input type="checkbox"/> Child under 6 visits** <input type="checkbox"/> Occupant is pregnant <input type="checkbox"/> Childcare business** <input type="checkbox"/> Don't know		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> _____
				<input type="checkbox"/> Child under 6 resides <input type="checkbox"/> Child under 6 visits** <input type="checkbox"/> Occupant is pregnant <input type="checkbox"/> Childcare business** <input type="checkbox"/> Don't know		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> _____
				<input type="checkbox"/> Child under 6 resides <input type="checkbox"/> Child under 6 visits** <input type="checkbox"/> Occupant is pregnant <input type="checkbox"/> Childcare business** <input type="checkbox"/> Don't know		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Don't Know	<input type="checkbox"/> English <input type="checkbox"/> Spanish <input type="checkbox"/> _____

How did you hear about this program? ☐ Flyer ☐ Web search ☐ Presentation ☐ Community Event ☐ Other: _____

I certify that I am the owner or authorized owner's representative and that I am submitting this pre-application for lead hazard repair funds and authorize the Alameda County Healthy Homes Department to perform a lead evaluation at the property. All information provided herein is correct to the best of my understanding.

Applicant's Signature		Date: ____/____/____
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Please complete and return your application by: FAX TO **510-567-8272**
 or SCAN AND E-MAIL TO **LeadFunds@acgov.org**
 OR MAIL TO **ACHHD, 2000 Embarcadero, Suite 300, Oakland, CA 94606**