



# RENTING IN BERKELEY 101

## A Guide for Cal Students

### BERKELEY HAS RENT CONTROL

#### What is rent control?

In 1980, the voters enacted a law – the **Rent Stabilization and Eviction for Just Cause Ordinance** (the “Rent Ordinance”) – that regulates most residential units in Berkeley with two key purposes: 1) to protect tenants from unwarranted rent increases, and 2) to protect tenants from evictions without a “just cause.” With few exceptions, even tenants who live in units not covered by rent controls are guaranteed eviction protections.

#### What does this mean for you?

- Tenants in rent-controlled units can petition to reduce rent due to poor housing conditions
- Landlords cannot tell you to leave just because they don't like you, want to sell the property, or can get higher rent from someone else
- You have the right to annual interest on your security deposit
- You can get advice on your rights and responsibilities as a tenant from Rent Board housing counselors

#### How can the Berkeley Rent Board help you?

We can help you understand your coverage under the Rent Ordinance, your rights, and your potential recourse if your rights are violated. We are dedicated public servants: Professional staff and elected Rent Board Commissioners.

#### Free Services We Provide

- Rental Housing Counseling and Advice
- Workshops
- Tenant-Landlord Mediation
- Language Services
- Rent reduction petitions for rent-controlled units

#### How to contact the Rent Board

Call or e-mail the Berkeley Rent Board with any questions or concerns you may have regarding housing or tenants' rights in the City of Berkeley:

- **Phone:** (510) 981-7368 (RENT)
- **E-mail:** [rent@berkeleyca.gov](mailto:rent@berkeleyca.gov)
- **Website:** [rentboard.berkeleyca.gov](http://rentboard.berkeleyca.gov)

**Follow Us On Social Media:** Stay informed by following us on Instagram, Facebook, Bluesky & LinkedIn @BerkeleyRentBoard. [bit.ly/m/FollowBRB](https://bit.ly/m/FollowBRB)



## STEP 1: KNOW YOUR COVERAGE

Type of Coverage	Tenant Rights	Examples of Rental Units with This Coverage
<b>Fully covered</b>	<p><b>Rent Control:</b> Your rent is controlled and your rent ceiling can only be raised by an Annual General Adjustment (AGA).</p> <p><b>Eviction protections:</b> You can't be evicted just because the landlord doesn't like you: The landlord must have 1 of the 10 "just causes" to evict as enumerated in the Rent Ordinance in order to lawfully terminate your tenancy.</p> <p><b>Security Deposit Interest:</b> You have a right to interest on your security deposit.</p>	<ul style="list-style-type: none"> <li>• Most units in multi-family properties with a certificate of occupancy issued before June 1980</li> <li>• Rooming houses: Single-family homes with five or more rooms rented out individually with separate leases or a unit in a multi-unit property with at least four rooms that are rented to at least four individuals with at least four separate leases.</li> </ul>
<b>Partially covered</b>	<p>Your rent is NOT controlled by our Rent Ordinance– your landlord can increase your rent without limit at the end of your fixed-term lease.</p> <p><b>Eviction protections:</b> You can't be evicted just because the landlord doesn't like you: The landlord must have 1 of the 10 "just causes" to evict as enumerated in the Rent Ordinance in order to lawfully terminate your tenancy.</p> <p><b>Security Deposit Interest:</b> You have a right to interest on your security deposit.</p>	<ul style="list-style-type: none"> <li>• Units with a certificate of occupancy issued after 1980</li> <li>• Most single-family homes</li> <li>• Most condominiums</li> </ul>
<b>Exempt</b>	<p>Your rent is NOT controlled by our Rent Ordinance– your landlord can increase your rent without limit at the end of your fixed-term lease.</p> <p>No eviction protections: You can be evicted with proper written notice without identifying a just cause.</p> <p>You do not have a right to interest on your security deposit.</p>	<ul style="list-style-type: none"> <li>• Any duplex that was owner-occupied on December 31, 1979, and currently has an owner with at least 50% ownership interest living in one of the units.</li> <li>• Units where the tenant shares a kitchen or bath with an owner, if the owner lived at the property at the start of the tenancy and the landlord has at least a 50% ownership interest.</li> <li>• University rental units such as dormitories</li> <li>• Nonprofit cooperatives</li> <li>• Frats/sororities occupied by members</li> <li>• Tenancies started after November 7, 2018, on properties where one unit is an ADU and either unit is owner-occupied.</li> </ul>

You can look up the coverage of your rental unit by going to our [online Rent Registry](#) or by contacting a Housing Counselor at [rent@berkeleyca.gov](mailto:rent@berkeleyca.gov) or calling (510) 981-7368 (RENT)

# STEP 2: KNOW YOUR RIGHTS

## Frequently Asked Questions

### **Will the landlord ask for a credit or background check?**

Very likely. Some landlords ask the applicant to bring their credit report, but many obtain information from the parents as co-signors or require the student to run a background check. Berkeley's 'Tenant Screening Fee Rights Ordinance' limits the amount the landlord can charge and the application must state that any amount of the fee not used must be refunded.

### **Should I conduct a 'walk through' of the unit before signing the lease?**

YES! Complete a checklist on the condition of every room in the unit before moving in as this may prove useful in disputes over the security deposit once the tenants vacate.

### **What can the landlord charge for a 'security deposit?'**

Starting July 1, 2024, most landlords may only charge up to one month's rent for a security deposit for unfurnished and furnished units. Security deposits may be used to cover unpaid rent (including last month's rent if the tenant doesn't pay), damage caused by the tenant or his/her guests (less normal wear and tear), or cleaning to return the unit to the condition it was in at the beginning of the tenancy.

### **How much rent can the landlord initially charge?**

For a new tenancy (an empty unit with no pre-existing group of tenants), a landlord can set the initial rent at "prevailing market rate" under state law.

### **Should I read the lease or rental contract closely before signing?**

One of the "just causes" for an eviction, as enumerated in the Rent Ordinance, is if the tenant violates a material term of their lease after being asked in writing to stop. **All multi-unit rental properties require a non-smoking provision in the lease.** Thus, be aware of every provision in the lease as it may prohibit certain activities.

### **How should I report repair needs/ask for help?**

California law requires that landlords provide safe and habitable housing, i.e., a unit that it is pest free, has hot and cold running water, heat, weatherproofing, etc. (California Civil Code Section 1941.1). Once students move in, they should always report in writing to the manager or landlord when repairs are needed. If there is no response or repair in a reasonable time, tenants can request a free housing inspection from the City at (510) 981-5444, or call the Rent Board at (510) 981-7368 (RENT) for further counseling and possible remedies.

### **How do rent increases work?**

On January 1st, the rent ceiling for all rent-controlled units covered by the Rent Ordinance is subject to change by the AGA (small percentage increase to the ceiling). A student's initial rent in a rent-controlled unit cannot be increased until January 1st after the next full year following

their initial tenancy start date. For example, if your tenancy began during any month in 2020, the first time the landlord can adjust your rent would be January 1, 2022.

### **What are my eviction protections?**

“Just cause” is required for an eviction in most rental units in Berkeley. There are 11 “just causes” which include (among others): Failure to pay rent; violation of a material lease term; or refusal by the tenant, after written notice, to pay for damage or to cease causing a disturbance. “Just cause” does not include mere expiration of a lease, the property being purchased by a new owner, or foreclosure. A landlord must complete certain procedural requirements before going to court to evict a tenant. Tenants should pay close attention to any warning letters or notices and immediately contact the Rent Board at (510) 981-7268 (RENT) for counseling.

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### **Additional Resources for Cal Students**

- ASUC’s Renter’s Legal Assistance ..... (510) 642-1755
- Cal Legal Services for Students ..... (510) 642-3916
- Tang Center for Health and Mental Health ..... (510) 642-2000
- East Bay Community Law Center ..... (510) 548-4040
- Eviction Defense Center ..... (510) 452-4541