



City of Alameda 65-Day Moratorium on Rent Increases of 8% or Greater and No Cause Evictions

ANSWERS TO FREQUENTLY ASKED QUESTIONS

1. The City of Alameda recently adopted a “moratorium” concerning rent increases and eviction notices. What does that mean?

On November 5, 2015, the City of Alameda adopted an ordinance (Ordinance 3140) that for 65 days prohibits a landlord from increasing rents for certain rental units by 8% or more on a cumulative basis over the past 12 months, and prohibits, for most rental units, a landlord from evicting a tenant except for “just cause”. A copy of the moratorium ordinance may be found on the City’s website at http://alamedaca.gov/sites/default/files/document-files/article-files/ordinance_3140.pdf.

2. What does that mean?

The prohibition on rent increases at or above 8% applies only to certain rental units. The prohibition does not apply to single family homes, condominiums, rental units built after February 1995, government-owned housing units and housing units whose rents are controlled, regulated or subsidized by a governmental agency.

Over a 12-month period, a landlord cannot raise a tenant’s rent by a cumulative amount of 8% or more. For example, let’s say a tenant’s rent was raised by 5% **on November 1, 2014 (more than 12 months from the date the moratorium was adopted)**. Then in **April 2015**, the rent was raised by 4%. If a landlord **now** wants to increase rents, the landlord cannot raise the rent by more than 3.99%, because if the increase were more than 3.99%, the cumulative increase since November 5, 2015 (12 months before the moratorium was adopted) would be 8% or greater.

Landlords may not evict tenants from most rental units except for just cause. In other words, tenants renting a single family home, a condominium, or any other housing unit (whether built before or after February 1995) are covered by the moratorium on no cause evictions and landlords must have good cause to evict such tenants. (Although government owned units and housing units whose rents are controlled, regulated or subsidized by a governmental agency are technically exempt from the just cause provisions in the ordinance, similar provisions governing those units may provide similar protections to tenants.)

3. So what is “just cause” for eviction?

The ordinance provides a number of grounds that will allow a landlord to evict a tenant. These include a tenant’s failure to pay rent, creating a nuisance that is damaging the property or interfering with other tenants’ comfort, safety and

enjoyment of the property, using the property for illegal purposes or denying the landlord, after proper notice, from accessing the rental property.

In addition, a landlord may evict a tenant where, for example, the landlord or a member of the landlord's family (as defined in the ordinance) intends to occupy the rental unit, or where the landlord intends to remove the unit permanently from the rental market, or where the landlord intends to substantially remodel the rental unit (as defined in the ordinance) and the property cannot reasonably be occupied during the remodel.

4. If I receive, or have received, a notice of a rent increase that I believe is more than allowed under the moratorium, what should I do?

Whether you have received notice of such an increase (and the increase had not gone into effect by November 5, 2015, when the moratorium was adopted) or if you receive such a notice during the 65-day moratorium period, you should immediately contact your landlord (or property manager) and discuss why you believe the increase is more than allowed. If you are not satisfied with the outcome of that discussion, you should immediately contact the Housing Authority of the City of Alameda (rrac@alamedahsq.org or 510.747.4346) and provide the information that you have. Staff will review the matter and if staff believes the increase may exceed the permissible increase, the landlord (or property manager) will be contacted in an effort to resolve the matter. You will be advised of the outcome of that discussion.

If you do not pay the rent that you believe is in excess of what is allowed under the ordinance and the landlord files an action in court to evict you (an unlawful detainer action), you may use the ordinance as a defense in that action. In addition, the ordinance provides additional rights to a tenant where a landlord violates the ordinance such as enabling a tenant to seek monetary damages against the landlord.

Please note that the Court, not the City nor Housing Authority, determines the application of the moratorium ordinance to your situation. You are advised to obtain legal advice. You can contact 211 for information on free or low cost legal services.

5. If I am current in my rent and have not been a problem tenant, but before the moratorium ordinance was adopted, I received a notice to vacate, what should I do?

You should immediately contact your landlord (or property manager) and discuss why you believe the notice to vacate should be withdrawn. If you are not satisfied with the outcome of that discussion, you should immediately contact the Housing Authority of the City of Alameda (rrac@alamedahsq.org or 510.747.4346) and provide the information that you have. Staff will review your case and may

contact the landlord (or property manager) in an effort to resolve the matter. You will be advised of the outcome of that discussion.

If the landlord files an action in court to evict you (an unlawful detainer action), you may use the ordinance as a defense in that action. The ordinance provides additional rights to a tenant where a landlord violates the ordinance, such as enabling a tenant to seek monetary damages against the landlord.

Please note that the Court, not the City nor Housing Authority, determines the application of the moratorium ordinance to your situation. You are advised to obtain legal advice. You may contact 211 for information on free or low cost legal services.

6. If I feel my landlord has not complied with the ordinance, who enforces the ordinance?

It will be up to the affected tenant or tenants to enforce the ordinance. If the landlord has failed to comply with the ordinance and files a court action (an unlawful detainer action), a tenant can bring to the court's attention the ordinance and the failure of the landlord to comply with it as a defense in the unlawful detainer action. In addition, if the landlord fails to comply with the ordinance, a tenant may seek monetary damages against the landlord.

Please note that the Court, not the City nor Housing Authority, determines the application of the moratorium ordinance to your situation. You are advised to obtain legal advice. You may contact 211 for information on free or low cost legal services.

7. I rent a single-family residence in Alameda that I own and want to raise the rent. May I do so?

Yes, you may increase the rent. Under State law, subject to limited exceptions, a city may not restrict the amount of a rent increase that an owner of a single-family residence (or condominium) may impose on a tenant.

8. One of my tenants has moved out voluntarily. Does the ordinance limit the amount of rent I can charge to a new tenant?

No, under State law, subject to limited exceptions, a city may not restrict the amount of rent a landlord may impose at the start of a new tenancy.

9. I own property in Alameda that I have been renting. My family and I now wish to move into our property. Does the ordinance prohibit us from doing so?

No, the ordinance does not prohibit a landlord from evicting a tenant because, in good faith, the landlord, or a member of the landlord's family, intends to occupy

the rental unit. However, you must provide a copy of the eviction notice to the Housing Authority (see question 10 below).

10. If I have a tenant I want to evict for “just cause”, what do I need to do?

In the notice that you serve on the tenant to terminate the tenancy for cause, you must state the reason for terminating the tenancy and then, in any court action you file to evict the tenant, you must allege and prove that you have complied with the ordinance.

In addition, except when the eviction notice is for failing to pay rent, you must file with the Housing Authority a copy of the eviction notice at rrac@alamedahsg.org or mail to: Housing Authority, Attn: RRAC, 701 Atlantic Ave. Alameda, CA 94501, within three days of serving the notice to terminate.

11. The “moratorium” lasts 65 days (until January 9, 2016). What happens after that?

Before the expiration of the moratorium, the City Council will consider at a public meeting what kind of tenant protections (in addition to those that already existed prior to the moratorium), if any, should be adopted. These might include requiring any rent increase over a certain percentage to be mediated by the City’s Rent Review Advisory Committee (RRAC), limiting rent increases to only one a year, requiring a landlord to offer a tenant a one-year lease, keeping in place the moratorium regulations concerning limiting rent increases to only a certain percentage and/or concerning prohibiting evictions except for just cause, and/or requiring landlords to pay relocation benefits to tenants who are displaced through no fault of their own (for example, where a property owner intends to move back into the owner’s rental unit).

This meeting will be well publicized and held in a location that can accommodate in one place everyone who wants to attend. Anyone who wants to speak at that meeting will be given the opportunity to do so but there may be a limit as to how long any one person may speak.

12. Prior to the moratorium, I served a notice to vacate and none of the “just cause” exceptions apply. I understand that the notice is “stayed” during the moratorium period and the tenant does not need to vacate. The date on which the tenant was supposed to move out, however, will expire during the moratorium period. What steps may I take to recover my rental unit once the moratorium expires?

It will depend on what regulations concerning just cause evictions, if any, the City Council adopts prior to the expiration of the moratorium. For example, the City Council could adopt an ordinance that keeps in place indefinitely evictions only for “just cause”. On the other hand, it could decide that such regulations are not necessary, after which a landlord could serve a notice to vacate that did not require just cause.

13. I have a twelve-month lease with my tenant that expires during the moratorium period. The lease is silent as to what happens at the end of the lease. I have not told my tenant that the tenant must leave at the end of the lease and the tenant has not told me the tenant intends to leave at the end of the lease. What happens?

When a written lease expires, in the absence of some action on the part of the landlord or the tenant to terminate the tenancy, the tenancy becomes a month-to-month tenancy. The moratorium prevents the landlord from serving a notice to vacate on the tenant except for just cause. Assuming the tenant intends to stay in the unit, the landlord may serve a notice of a rent increase so long as the increase does not meet or exceed 8% on a cumulative basis over the most recent 12-month period.

14. I have a tenant who was not meeting the obligations of the lease but, prior to the moratorium, I served a notice to vacate but not for cause. I understand that notice is now “stayed” but can I now serve a notice to vacate for “just cause”?

Yes, assuming that there is just cause as defined in the moratorium ordinance, you may serve the tenant a notice to vacate, but that notice must state clearly what the cause is for the eviction. You must also provide a copy of that notice to the Housing Authority unless the cause is for failure to pay rent (see question 10). If you need to pursue a court action to recover possession of the unit, you must allege and prove compliance with the ordinance, i.e., be able to prove there was just cause to evict the tenant.

15. I wanted to give my tenant plenty of time to find another place to live so, prior to the moratorium, I served a 120-day notice to vacate. The 120 days will be after the expiration date of the moratorium. If my tenant does not move out by that time, may I take action to recover possession of the unit?

First, the City Council may decide to keep in place indefinitely the just cause eviction provisions. If it did, then your notice to vacate without just cause would be without effect under the new regulations. But if the City Council decides not to keep the just cause eviction provisions after the moratorium expires, an appropriate course of action might be to serve a new notice to vacate but you should get the advice of your own attorney on this question.

16. My tenant wishes to have additional household members (none of whom is a dependent child) live in the unit and I am ok with that. However, I have already increased the rent by 8% in the past 12 months. Under the lease, I pay for certain utilities, such as water. May I increase the rent in order to recover these increased costs?

No, unless the charges for those utilities are paid directly to you. Under the moratorium ordinance, “rent” includes amounts paid directly to the landlord for parking, storage, pets, or any other fees or charges except for charges for utilities paid directly to the landlord.

17. My tenant currently does not have a pet but wants to have one. I require a pet deposit and an additional \$50 per month. May I impose the deposit and exclude the \$50 from a rent increase that I intend to impose?

The moratorium does not prohibit security deposits or increased security deposits, for example for pets. Rent however includes amounts paid to the landlord for pets. The \$50 for the pet must be included in the calculation of the 8% rent increase, and the rent increase cannot meet or exceed 8% on a cumulative basis over the last 12 months.

18. I can demonstrate that my units are well below market and I have not increased the rent in more than 12 months. Can I make a case to the RRAC to allow me to increase the rent by 8% or more?

No, the RRAC has no authority under the moratorium ordinance to allow rent increases at or above 8%. At the end of the moratorium period, should the City Council adopt rent regulations that limit the amount of rent that can be increased each year, there will be also be a procedure that will allow a property owner to seek increases above that limitation if such is necessary in order to allow the owner a fair return on investment. Any rent regulations that limit the amount of rent would only apply to multi-family buildings built before 1995.

19. I am renting to Section 8 tenants. May I increase the rent at or above 8% and/or may I terminate a Section 8 tenant without just cause?

Units that are subject to the Section 8 program are governed by the Housing Authority and are not subject to the moratorium. You will need to check with Housing Authority staff to determine if you are eligible to increase the rent. If you decide to terminate a Section 8 tenant without just cause, please consider providing the tenant with more than the 90 days required by law for tenants in the Section 8 program. Contact Housing Authority staff for more details.

20. I am a tenant in a building and I don't know whether it was built before or after February 1995. How can I find that out?

You may contact the City of Alameda Community Development Department at 510-747-6800 and someone will be able to tell you the date of final inspection which is the trigger date concerning whether the moratorium applies to limits on rent increases.

21. I was served with a notice to vacate without just cause prior to the moratorium. The date to vacate is within the moratorium period. I understand the notice to vacate is stayed but what happens if the City Council decides not to extend indefinitely the just cause for eviction regulations. Am I entitled to a new 60-day notice to vacate?

Because the date to vacate expired within the moratorium period, and the just cause for eviction regulations were not extended, you should consult with an attorney whether your landlord needs to serve you with a new notice to vacate.

22. The unit I am renting does not meet basic requirements for living and my landlord is withholding repairs so that I will give notice to leave. To whom may I speak with about this?

If you believe your rental unit has building code or housing code violations, you can complete a code enforcement complaint form [here](#). Your unit will be inspected and, if there are violations, the property owner will be given a notice to cure the violations.

23. Is the RRAC still operating and may I still file a complaint even if my rent increase is less than 8%?

Yes, the RRAC will continue to attempt to mediate any disputes about rent increases that are less than 8%. The RRAC, however, has no jurisdiction to consider or recommend any rent increases at or above 8% during the moratorium period.

24. What can I expect to happen at a RRAC hearing?

The RRAC will allow the landlord (or the landlord's representative) to explain why the rent increase has been imposed. You can then explain why you would like the rent increase to be reduced or deferred, etc. The RRAC will then engage both of you in an interactive process to see if some agreement can be reached. If so, then the parties will enter into a binding agreement that will reflect the understanding.

25. I am a tenant in the Section 8 program. To whom can I speak about my rent increase or notice to terminate?

You may call the Housing Authority at 510-747-4300 or email at hainfo@alamedahsg.org.