

Rental Agreement (Month-to-Month) - Oakland

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

Owner _____

Agent for Rent & Notices _____ (Name)
_____ (Address)
_____ (Phone & Email)

Tenants _____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)
_____ (Name) _____ (DOB)

Premises _____ (Address)

Rent \$ _____ per month payable in advance on the _____ day of each month.

Parking Parking space assigned _____. Monthly charge \$ _____, payable with monthly rent.

Storage Storage space assigned _____. Monthly charge \$ _____, payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT)
 Personal check
 Cashier's check or money order
 Cash

Security Deposit \$ _____.

Late Charge \$ _____ if Owner does not receive rent in full within _____ days after the due date.

Returned Payment \$ _____ in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on _____ and ends on _____ and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets _____.

Owner's Utilities Owner pays for _____.

Tenant's Utilities Tenant pays for _____.

Appliances & Fixtures Owner provides _____.

General Terms and Conditions of Tenancy

Use and Occupancy

The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page _____ (Tenant initials)

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- Possession** If Owner is unable to deliver possession of the Premises at the beginning of the Term, Tenant will have the right to terminate this Agreement upon proper notice as required by law. Owner will not be liable for any resulting damage. If Tenant fails to take possession of the Premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.
- Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
- Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
- Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
- Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
- Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.
- Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within twenty-one (21) days after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check or direct bank deposit (if permitted by landlord and tenant) for any deposit balance. As of 2013, California law permits the landlord (or manager) and the tenant to mutually agree to have the security deposit returned to the former tenant by electronic funds transfer and to have the statement that itemizes the deductions along with the copies of the documents verifying the deductions to be sent to the tenant by electronic means. Agreement must be made after either party has served a notice of termination.
- Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.
- Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.
- In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.
- No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.
- Parking** The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.
- Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

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Storage	Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.
Condition of Premises	Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
Appliances and Fixtures	Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
Pets	<p>Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.</p> <p>Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.</p>
Trash	Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
Owner's Access	California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
Extended Absences	Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
Quiet Enjoyment	Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
Repairs and Alterations	<p>Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.</p> <p>Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.</p>
Financial Responsibility	Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
Water-filled Furniture	No waterbed or other item of water-filled furniture will be kept on the Premises.
Smoke Detectors	The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

I have reviewed this page _____ (Tenant initials)

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Tenants must also receive a federally approved pamphlet on lead poisoning prevention.

Owner's Disclosure *(Owner to initial and check appropriate boxes)*

(a) Presence of lead-based paint or lead-based paint hazards *(check one below)*:

Known lead-based paint and/or lead-based paint hazards are present in the housing *(explain)*:

Owner has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to Owner *(check one below)*:

Owner has provided Tenant with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing *(list documents below)*:

Owner has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Tenant's Acknowledgment *(Tenant to initial as acknowledgement)*

(c) Tenant has received copies of all information, if any, listed above.

(d) Tenant has received the pamphlet, "Protect Your Family from Lead in Your Home."

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information provided by the signatory is true and accurate.

By:

Owner or Agent

Date

Tenant

Date

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

	Condition on Move-in					Condition before Move-out					Condition on Move-out					Estimated cost of repair or replacement from pre-move-out inspection
	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	
LIVING & DINING ROOMS																
Floor																
Walls & Ceilings																
Windows & Doors																
Electrical Outlets & Fixtures																
KITCHEN																
Floor																
Walls & Ceilings																
Windows & Doors																
Cabinets & Counters																
Stove & Oven																
Refrigerator																
Sink, Plumbing, Disposal																
Electrical Outlets & Fixtures																
BATHROOM ONE																
Floor																
Walls & Ceilings																
Windows & Doors																
Bathtub & Shower																
Sink, Counter & Cabinets																
Toilet																
Mirror & Towel Rods																
Electrical Outlets & Fixtures																
BATHROOM TWO																
Floor																
Walls & Ceilings																
Windows & Doors																
Bathtub & Shower																
Sink, Counter & Cabinets																

I have reviewed this page _____ (Tenant initials)

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

	Condition on Move-in					Condition before Move-out					Condition on Move-out					Estimated cost of repair or replacement from pre-move-out inspection
	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	New or Refinished	Clean	Dirty	Damaged	Missing	
Toilet																
Mirror & Towel Rods																
Electrical Outlets & Fixtures																
BEDROOM ONE																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM TWO																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM THREE																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																
BEDROOM FOUR																
Floor																
Walls & Ceilings																
Windows & Doors																
Closet																
Electrical Outlets & Fixtures																

I have reviewed this page _____ (Tenant initials)

Move-In-Move-Out Checklist

Addendum to Residential Tenancy Agreement Dated: _____

Owner: _____ Tenants: _____

OTHER AREAS																		
Hall & Hall Closets																		
Exterior Doors & Locks																		
Garage																		
Deck or Balcony																		

Other comments and explanations:

Checklist completed before moving in:

By:

Owner or Agent

Date

Tenant

Date

Checklist completed on pre-move-out inspection:

By:

Owner or Agent

Date

Tenant

Date

Checklist completed after moving out:

By:

Owner or agent

Date

Tenant

Date

I have reviewed this page _____ (Tenant initials)



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- **Contesting a Rent Increase:** If the owner gave this Notice to Tenants at the beginning of your tenancy, 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 Fl., 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. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it 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. Your payment for the annual fee is not part of the rent. 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.)

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.

Baùn Thoâng Baùo quyeàn lôii cuúa ngöôøi thueà trong Oakland naøy cuõng còu baèng tieáng Vieät. Ñeã còu moät baùn sao, xin goii (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)，主要針對建於 1983 年以前大多數出租住宅單位。此計劃不適用於受補助單位、多數單家庭住宅、共管公寓和其他部份類型的住宅單位。若要了解哪些單位在本計劃限制範圍內，請聯絡 RAP 辦公室。
- 您有權利向 RAP 提出請願，對超過一般年租金漲幅 (CPI 調漲金額) 的租金調漲提出異議。業主可因以下理由將租金調漲超過 CPI 調整率，但有限制：固定資產改進、營運支出增加，以及遞延年租金調漲 (「累積」調漲)。任何年租金調漲不得超過 10%。若漲幅超過 CPI 調整率，您可要求業主提供租金上漲的書面證明。若業主減少您的住房服務，可視為租金調漲。住房服務減少包括單位狀況出現顯著問題。
- **對租金上漲提出質疑**：如果業主在租期一開始就提供這份租客通知，且：(1) 業主還一併提出租金調漲通知，則您必須在收到租金調整通知後九十 (90) 天內提出請願；(2) 業主沒有一併提出租金調漲通知，則您必須在收到租金調整通知後的 120 天內提出請願。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) 辦公室親自索取：250 Frank H. Ogawa Plaza, 6th Fl., Oakland；還可上網站取得：
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- 如果您對租金調漲有異議，在您提出請願之前，您仍必須支付質疑的調漲租金。在您正式提出請願後，如果租金調漲通知單中另外陳述了以 CPI 調整率計算的金額，則您必須支付原租金加上 CPI 調漲金額。若通知單中並未另外陳述 CPI 調整率，您可支付在收到租金調漲通知單前所支付的租金。若調漲經核准但您並未支付，您將積欠從調漲生效日期起的調漲金額。
- 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) 市政府每年對每個出租單位向業主收取「租金計劃服務費」 (Rent Program Service Fee)。若此費用準時繳納，則業主有權向您收取一半費用。您支付的年費不是租金的一部分。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.)

針對租客的吸煙政策聲明

- 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)

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.

Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bằng tiếng Việt. Để có bản bản tiếng Việt, xin gọi (510) 238-3721.



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 de renta (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en renta construidas antes de 1983. No aplica para unidades subsidiadas, la mayoría de las viviendas de una sola familia, condominios y algunos otros tipos de unidades. Para más información sobre las unidades cubiertas, contacte a la oficina de RAP.
- Usted tiene derecho a presentar una petición con RAP para impugnar un aumento de alquiler que sea mayor al ajuste anual del Índice de Precios al Consumidor (Consumer Price Index, CPI). Un propietario puede realizar un aumento en la renta mayor al índice CPI, pero con límites, para: mejoras de capital, aumentos en los gastos operativos y aumento anual diferido de renta (“bancario”). Ningún aumento anual a la renta podrá exceder el 10%. Si usted lo solicita, el propietario deberá proporcionarle un resumen por escrito de las razones para cualquier aumento que supere la tasa del CPI. Si el propietario disminuye sus servicios de vivienda, esto podrá ser un aumento en su renta. Las disminuciones en los servicios de vivienda incluyen problemas sustanciales con las condiciones de una unidad.
- **Cómo disputar un aumento de renta:** Si el propietario entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud: (1) en un plazo de (90) días a partir de la fecha del aviso de aumento de renta si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento de la renta; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento de renta si este Aviso a los Inquilinos no fue entregado con la notificación de aumento de la renta. 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 RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6th Fl, Oakland, también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- Si usted impugna un aumento de renta, debe pagar su renta con el aumento impugnado hasta que presente la petición. Una vez que haya presentado su petición, si el aumento de renta refleja el monto de la tasa CPI de manera separada, usted debe pagar su renta más el incremento CPI. Si la tasa CPI no ha sido reflejada por separado, usted podrá pagar la renta que pagaba antes del aviso de aumento de renta. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha efectiva 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 unidades cubiertas. Para más información contacte la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por unidad al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. Su pago por la tarifa anual no forma parte del alquiler. No se requiere que los inquilinos de unidades subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir 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.)

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en la Unidad _____, unidad que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ o NO ESTÁ permitido en otras unidades de su edificio. (Si hay disponibilidad de ambas unidades, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las unidades 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)

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.

Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản bản tiếng Việt, xin gọi (510) 238-3721.