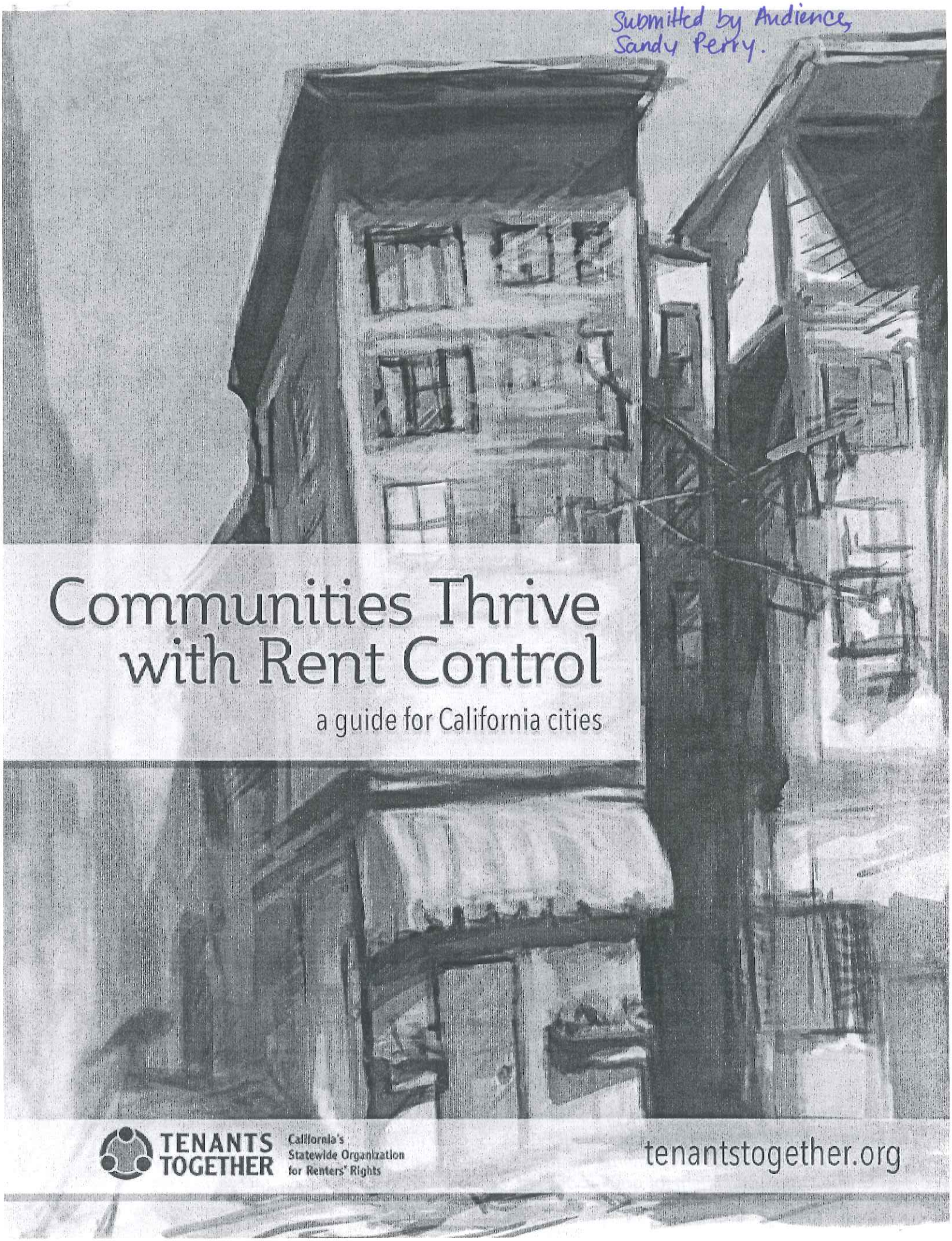
Submitted by Audience, Sandy Perry.



Communities Thrive with Rent Control

a guide for California cities

TENANTS TOGETHER California's Statewide Organization for Renters' Rights

tenantstogether.org

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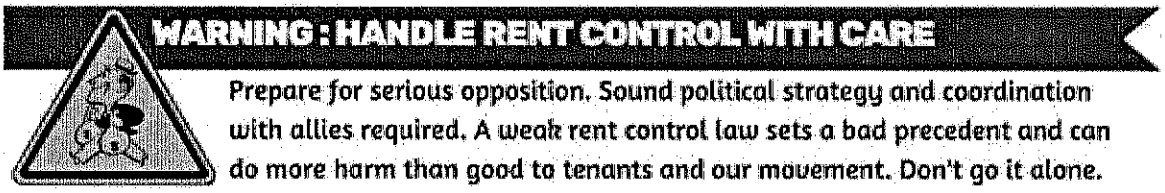

The toolkit contents draw from the combined expertise of Tenants Together staff, volunteers, interns, members, and member organizations. Special thanks to Rhonda Smith and Zachary Zaharoff, Legal and Policy Interns, for help and with research and drafting, and Lining Wang, Online Organizing intern for graphic design.

10 FACTS ABOUT RENT CONTROL IN CALIFORNIA

FACT 1

Rent control laws limit annual rent increases.

Without rent control, landlords are free to raise rents in any amount as often as they want.

FACT 2

Rent control promotes stability.

Tenants stay in their homes longer and are more invested in their local neighborhoods and communities.

FACT 3

Rent control leaves tenants with more money to spend in the local economy.

FACT 4

Rent control does not protect tenants who fail to pay the rent or violate their lease from eviction.

Tenants can also be evicted if an owner wants to live in the property.

FACT 5

Rent control has no impact whatsoever on the development of new housing.

New construction is exempt from rent control under state law.

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FACT 6 **Twelve cities in California have some form of rent control:**

Berkeley, Beverly Hills, East Palo Alto, Hayward, Los Angeles, Oakland, Palm Springs, San Francisco, Santa Monica, San Jose, Thousand Oaks, and West Hollywood.

FACT 7 **Rent control laws are popular with voters.**

In 2008, California voters defeated a landlord attack on rent control by a decisive 22 point margin statewide.

FACT 8 **Landlords do just fine under rent control.**

All rent control laws are required to allow landlords to earn a fair return on their investment. Landlords are allowed to raise the rent every year by a set percentage, pass through certain additional costs, and charge any amount at the start of a new tenancy.

FACT 9 **Rent control can be cost neutral for cities.**

Any costs to administer the program can come through a low per unit fee paid by landlords (or shared with tenants).

FACT 10 **Rent control is perfectly legal.**

Courts have upheld rent control laws for decades.

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RENT CONTROL 101

What is rent control?

Rent control is when the government **regulates the rent that may be charged** for a privately owned residence. More comprehensive rent control caps the initial rent, but some rent control ordinances allow landlords to set the initial rent in any amount, and limits rent increases after a tenancy begins.

In California, a city or county may limit the amount that rent is allowed to increase once a tenancy begins.

California's history with rent control

The first controls in California on rent came during the Great Depression. The Federal Government instituted price controls, including controls on rent, and California was one of many states to have rent control.

The second round of rent control came in the **1970s and 1980s**. Proposition 13, a state law passed by voters in 1978, substantially lowered property taxes and had been presented to tenants as a way to lower rents through landlords having fewer expenses. However, rents remained high after Proposition 13's passage, so many communities in California passed rent control laws within the next few years to directly address the issue of high rents.

How did cities get rent control?

Rent control may be introduced through **voter initiative or ballot measure**, where an ordinance may be put to vote by the public after enough signatures are gathered on a petition for the ordinance. Cities that used this method include San Francisco (1979), Santa Monica (1979), East Palo Alto (1986, 2010), and Berkeley (1980).

Rent control may be passed through **city council ordinance**, where a majority of city council members vote to pass an ordinance. Cities that used this method include Beverly Hills (1978), Los Angeles (1978), Hayward (1979), San Jose (1979), and West Hollywood (1985).

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What kind of housing can be protected?

In California, only residential properties with two or more units can be rent controlled. Single family homes cannot be rent controlled and neither can condominiums because each unit is individually owned.

These exclusions from rent control have been in effect since 1995 when a state law, **the Costa Hawkins Rental Housing Act**, took effect:

1. Newly constructed units also cannot be rent controlled unless it was built before the year the rent control ordinance goes into effect. **Under Costa-Hawkins, any housing built after February 1995 is exempt from rent control.**

2. **Housing that was exempt from a local rent control ordinance when Costa Hawkins was adopted cannot later be rent controlled.** For example, in San Francisco, because buildings built after 1979 were exempt from rent control at the time Costa Hawkins passed, San Francisco cannot put rent control on buildings built later than 1979. In contrast, if a rent control ordinance were passed today in Richmond (for example) where there has never been rent control, all units built before Feb. 1, 1995 could be covered.

3. In California, rent controls are limited to in-place tenancies. This means that while someone occupies a unit, their rent increases may be limited, but **once a tenant moves, with limited exceptions, the landlord can increase the rent asked of a new tenant to any amount.** This is called "vacancy decontrol" and is the law in California due to the previously mentioned Costa-Hawkins Act.

   Before this law was passed, Berkeley, East Palo Alto, Santa Monica, and West Hollywood had rent control ordinances where the rent could only be increased by a limited amount when a unit changed tenants (vacancy control).

   Rents in these cities are much higher than they would have been had vacancy control been allowed to continue because once a unit is vacant, a landlord can raise rents without limit.

4. Finally, **government owned or subsidized units** are generally exempt from rent increase limits because there are other rent regulations that control the rents.

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Annual Limits on Rent Increases

Most communities base the annual allowable increases in rent on the general increase in prices of goods and services in the area (inflation). These prices are calculated by the Bureau of Labor Statistics, a federal government agency, and are called the Consumer Price Index (CPI). **The allowed rent increases are usually a percentage of the increase in CPI.** For example, San Francisco allows annual rent increases of up to 60% of the increase in CPI for Urban Consumers in the Bay Area.

Landlords have a right to a fair return

Landlords must be able to receive a "fair return" on their investment under a rent control law. This means that some kind of annual increase in rent is likely required. **The question of fair return is determined with respect to an entire property**, not a particular unit, and therefore few, if any, landlords in rent controlled cities are able to show that they are denied a fair return on their investment in the building as a whole.

Capital improvements, improvements to the property that increase its value (for example, new windows or a new roof – repair and maintenance doesn't count) is another way that landlords can be allowed to raise rents over the generally allowed annual increase. The costs may be passed on to tenants through rent increases that spread the cost over a period of time.

For example, in San Francisco, for properties with 6 or more units, 50% of certified capital improvement costs can be passed through to tenants over 7 or 10 years, and that pass-through cannot exceed the greater of $30 or 10% of a tenant's base rent in any 12-month period. Some rent control laws have a hardship procedure to protect individual tenants who cannot afford to pay such pass-through charges.

Hearings for Tenants

A tenant may be able to **ask for a decrease in rent** because of a reduction or loss of a housing service (ex. parking, laundry), code violations and other habitability problems.

Rent Board

Cities with rent control usually have a designated group of people called a rent board to administer rent control ordinances. Rent board members can be elected by the public or appointed by a government official and may be

volunteers or paid. **Elected rent boards allow tenants to have a direct say in who is on the board.** Berkeley and Santa Monica have elected rent boards. Cities with appointed rent boards include San Francisco, Oakland, East Palo Alto, Hayward, San Jose, West Hollywood and Los Angeles. The number of members range from 5 in San Francisco and 9 in Berkeley.

Administrative Staff

Rent board staff may provide services such as housing counseling and mediation of landlord-tenant disputes and also provide information such as current and historical annual allowed rent increases and information about eviction, or release a yearly report detailing the types of eviction notices filed with the department. Some cities, like Santa Monica, require all evictions to be reported to the Rent Board.

Funding

Rent board costs are paid for by a per unit fee on landlords, which may be partially passed through to tenants, pays for rent board costs. For example, in West Hollywood, half of the fee may be passed through to tenants in 12 monthly equal portions in addition to the rent.

No cities in California with rent control pay for rent boards through their general fund. These costs are covered entirely by fees paid by landlords and tenant passthroughs.

Just Cause for Eviction

"Just cause for eviction" is the requirement that landlords have a specific reason to evict a tenant. It is very difficult to demand or enforce your rights as a tenant where there is no just cause because where there is no regulation on evictions, a landlord can evict a tenant without a given reason. Landlords are allowed to evict tenants who **do not pay rent, breach a lease agreement, or become a nuisance.**

Just cause laws also allow some evictions when the tenant has not done anything wrong (a "no fault" eviction). Two examples of no fault evictions are Owner Move In evictions and Ellis Act evictions.

1. **Owner Move In** is when the owner of the building wants a unit so they, or a relative, can move in.
2. The Ellis Act is a state law that was passed in 1985 that allows the owner of a building to evict all tenants to **remove the property from the rental market.**

Just cause goes hand in hand with rent control. **Allowing a landlord to evict for no reason at all defeats the purpose of a rent control law to provide stability for tenants, prevent displacement, and promote affordability.** That's why nearly every rent control law also requires "just cause" for eviction. Of the California cities that have rent control (Berkeley, Beverly Hills, East Palo Alto, Hayward, Los Angeles, Los Gatos, Oakland, Palm Springs, San Francisco, San Jose, Santa Monica, Thousand Oaks, and West Hollywood) only two do not have just cause eviction protections (Los Gatos and San Jose).

Unlike with rent control, **all residential rentals can be protected under just cause**, including single family homes, condominiums, and newly constructed units.

Relocation Payments

Landlords can be required to pay tenants who receive no fault evictions. These payments can help protect against the financial burden of no fault evictions on the tenant. For example, San Francisco requires landlords to pay tenants who are evicted through the Ellis Act, owner move-ins, demolition/permanent removal of unit from housing use, temporary capital improvement work, or substantial rehabilitation. Those required payments can also increase with each elderly, disabled, or minor child in the household.

Other protections that can be added to a rent control and just cause ordinance

Security deposit interest

Landlords may be required to **pay tenants interest on their security deposits** (the initial payment to a landlord before a tenant moves in) while they are held by the landlord. For example, in Berkeley, landlords are required to make these payments every December in cash or as a rent rebate and to pay the balance upon the departure of a tenant.

Certificate of Registration

Landlords are generally required to register their rental properties – that is, notify the city of the units that are rented. Most rent boards issue some kind of "certificate" which landlords are required to provide to tenants and are posted on the property. **This certificate generally includes information such as annual allowable rent increases** and a phone number to call for additional information.

Landlords Undermining Rent control Protections

Landlords have been using a number of no-fault eviction strategies to displace tenants protected by rent control.

Ellis Act

The Ellis Act is a state law that allows landlords to remove units from the rental market and get out of the rental business. To use this, the landlord must remove the entire building from the rental market and evict all tenants simultaneously. These types of evictions generally require a notice of one year for senior and disabled tenants and 120 days for others. There are legal restrictions on re-renting units that have been vacated due to Ellis Act evictions. These types of evictions are often used to vacate the building of tenants and convert the units to other more lucrative uses. **The threat of an Ellis Act eviction (but not actually going through with it) has also been used to scare tenants into moving** so that unit can be re-rented at a higher rate.

Owner Move-in

An owner move-in is when the owner of a building decides to occupy the unit he or she has been renting out to tenants or allows a close relative to occupy the unit. This type of eviction is one that is allowed in all cities with just cause eviction protections. **It is sometimes abused by landlords who have no intent of moving into a unit but would like to vacate a unit in order to rent a unit at a higher rate**, particularly in hot real estate markets.

Demolition

Some landlords have demolished buildings in order to build new apartment buildings that will not be subject to rent control or to build condominiums, which are individually rented or sold to different owners. It has been common in Los Angeles for owners to **evict tenants with the Ellis Act in order to demolish rental buildings and replace those buildings with condominiums.** Cities can control demolition and condominium conversion to prevent abuse, and many jurisdictions have some controls in place to prevent conversion of rent controlled apartments.

Buy Outs

Another way landlords have vacated rental units is through buy outs, or **paying tenants to "voluntarily" leave.** This way, the requirements of evictions are avoided. For instance, a unit emptied through a buyout can be re-rented at a much higher rate. Sometimes this is without threat of eviction but often times **landlords offer tenants money to leave after telling them of their intent to evict** for no-fault reasons such as those above. Due to the rise of such buy-outs, and the danger of abuse of tenants, Santa Monica and San Francisco recently passed laws to require transparency and disclosure in buy out negotiation.

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MODEL CALIFORNIA RENT CONTROL ORDINANCE

As rents surge in many areas that lack rent control, Tenants Together has been asked by local advocates in various cities to provide a model local law to control rents and evictions. The attached Model CA Rent Control Ordinance was prepared by Tenants Together with input from our member organizations. The Model Ordinance is designed to be as simple as possible and comply with certain state limitations that weaken rent control. The Model Ordinance is not and should not be construed as legal advice. The following notes address the content and context of certain provisions of the Ordinance:

- **Rent Increases:** The Model Ordinance uses 60% of the area CPI change for rent increases, a standard that has been successfully enforced for decades in San Francisco.
- **Relocation Payments:** The Model Ordinance requires relocation payments for "no fault" evictions, but the amount of the required relocation payments is left blank. Cities vary in how much they require. A recent court ruling, currently on appeal, suggests an outer limit of what the Courts will accept, but the Court did not cite a specific number. Requirements of more than $15,000 per household have been enforced.
- **Rent Board:** The Model Ordinance does not propose a specific number of Rent Board Commissioners. Cities vary: Santa Monica has 5 seats, East Palo Alto has 7, and Berkeley has 9.
- **Regulations:** The Model Ordinance empowers the Rent Board to adopt regulations regarding the filing of petitions, hearings, and other important matters. If preferred, these details can be built into the Ordinance rather than left for Board adopted regulations.
- **Eviction Protections:** The Model Ordinance provides eviction protections for all rent homes, including those exempt from price controls on the rent under state law. The Costa Hawkins Rental Housing Act bars rent control on certain properties but does not preempt eviction protections.

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- **Funding:** The Model Ordinance does not address funding for any costs of administration. Some jurisdictions fund these costs entirely through annual registration fees paid by landlords.
- **Additional Tenant Protections:** The Model Ordinance regulates rents and evictions within the framework of current California law. Cities are free to adopt other tenant protections, including but not limited to anti-harassment laws, security deposit interest requirements, disclosure obligations, routine code inspection programs, and annual registration of rental units.

Tenants Together welcomes further comments on the Model Ordinance. Please direct comments or questions to info@tenantstogether.org.

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The City Council hereby adopts this Ordinance to protect residents from exorbitant rent increases and promote neighborhood and community stabilization:

A) Findings

1. There is a shortage of decent, safe, affordable, and sanitary housing in the City of _____.
2. Residents who rent homes are displaced as a result of their inability to pay excessive rent increases must relocate but as a result of such housing shortage are unable to find decent, safe and sanitary housing at affordable rent levels. Aware of the difficulty in finding decent housing, some renters attempt to pay requested rent increases, but as a consequence must expend less on other necessities of life.

   This situation has a detrimental effect on substantial numbers of renters in the City, creating particular hardship for senior citizens, persons on fixed incomes and other vulnerable tenants.
3. The problem of rent increases has reached a crisis level, with examples of rents rising at rates more than 10 times that of inflation or average wage growth.
4. [if applicable] The City of _____ has conducted hearings to consider the extent of the problem and the feasibility and desirability of various measures designed to address the problems created by the housing shortage.
5. Rent control has been adopted in a dozen jurisdictions in California and has long been upheld as constitutional by the California Supreme Court.

B) Purpose

1. The purpose of the ordinance is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of _____ by controlling excessive rent increases and arbitrary evictions to the greatest

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extent allowable under California law, while ensuring landlords a fair return on their investment.

C) Definitions

For purposes of this ordinance, the following definitions apply:

1. **"Landlord" means an owner, lessor, sublessor or any other entity** entitled to offer any residential unit for rent or entitled to receive rent for the use and occupancy of any rental-unit.
2. **"Rent" means the consideration, including any deposit, bonus, benefit, or gratuity demanded or received for, or in connection with, the use or occupancy of rental units and housing services.** Such consideration shall include, but not be limited to, moneys and fair value of goods or services rendered to or for the benefit of the landlord under the rental agreement, or in exchange for a rental unit or housing services of any kind.
3. "Rental Agreement" means an agreement, **oral, written, or implied, between a landlord and a tenant** for the use and/or occupancy of a rental unit.
4. "Rental Unit" means any unit in any real property, regardless of zoning status, including the land appurtenant thereto, that is rented or **available for rent for residential use or occupancy** (regardless of whether the unit is also used for other purposes), together with all housing services connected with use or occupancy of such property, including but not limited to parking, storage, and common areas and recreational facilities held out for use by the tenant.
5. **"Tenancy" means the right or entitlement of a tenant to use or occupy a rental unit.**

D) Exemptions

1. This Ordinance shall not apply to:
   a) Government owned housing units;
   b) Transient and tourist hotel occupancy as defined in Civil Code Section 1940(b).

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c) Housing accommodations in a nonprofit hospital, convent, monastery, church, religious facility, or extended care facility;

d) Dormitories owned and operated by an institution of higher education, or a high school or elementary school.

E) Rent Increases

1. No landlord shall increase rent by more than the allowable increase, as defined below, in any year of tenancy.
2. The allowable increase percentage shall be determined on February 1 of each year commencing on March 1, and shall be calculated as follows: **60% of the change in the Consumer Price Index** for the _____ area of California ("CPI") for the prior year. The City shall publish the allowable increase percentage each year.
3. In addition to the units that are categorically exempt from this Ordinance as set forth above, **the following are exempt from the rent increase limitations of this Section:**

   a) **Government subsidized housing units** where the rent is controlled by federal, state, or local laws or regulation, for as long as the governmental regulation applies;

   b) Single family homes, condominiums, and homes constructed on or after 1995 to the extent **that regulation of rents is prohibited by the Costa Hawkins Rental Housing Act.**
4. Pursuant to state law, this Ordinance does not regulate the initial rent at which a unit is offered, unless such regulation is permitted by the Costa Hawkins Rental Housing Act, in which case the rent increase limits of this Section shall apply.

F) Evictions

1. No landlord shall serve a notice to terminate tenancy, however denominated, file an unlawful detainer or otherwise evict a tenant unless the landlord has good cause for eviction. Grounds for eviction must be set forth in the notice

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to terminate tenancy. **The following are the only permissible grounds for eviction:**

a) **Failure to pay the rent** to which the landlord is lawfully entitled under the oral or written agreement between the tenant and landlord.

b) **Substantial breach of a material term of the rental agreement,** other than the obligation to surrender possession on proper notice as required by law, and failure to cure such violation after having received written notice thereof from the landlord.

c) **Nuisance, waste or illegal conduct** that substantially interferes with the health, safety, or quiet enjoyment of the landlord or neighbors

d) Owner or qualified family member (parent, spouse, child, grandparent, or grandchild), is a natural **person who seeks to move into the premises as their primary residence.** In the case of an Owner-Move-In (OMI) or Relative-Move-In (RMI) eviction, the owner must own greater than 50% of the property. A senior (age 60 years of age or older) or disabled (as defined in Government Code 12955, et seq.), tenant who has lived in the unit for at least 5 years may only be evicted if no other comparable rental unit is available for the owner or relative. A landlord shall not time the eviction to avoid using another available unit for occupancy.

e) **Landlord is withdrawing the unit from rent or lease pursuant to state law** and has complied fully with any and all requirements of state and local law for such withdrawal. In the case of eviction pursuant to Government Code section 7060, et seq (Ellis Act), tenants shall be entitled to a 120 day notice, or 1 year in the case of senior or disabled tenants under Govt. Code Section 7060.4(b). The Rent Board shall adopt all permissible requirements and mitigation measures under the Ellis Act.

f) **Landlord seeks in good faith and without ulterior motive to recover possession of the rental unit** in order to comply with a government order which requires that the building be vacated for health and safety reasons.

g) **The landlord is seeking to recover possession temporarily** of the unit in order to carry out necessary capital improvements or rehabilitation,

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displacement of the tenant is necessary for the work to be done, and the landlord has all the necessary permits before the issuance of a notice to temporarily displace the tenant. The Landlord shall offer the unit back to the **tenant within 30 days of when the work is completed** at the same rent when the tenant vacated, subject to any increases allowed under this Chapter.

2. **The landlord shall file a copy of any notice terminating tenancy,** however denominated, with the Rent Board within 10 days of service of the notice upon tenants.

G) Relocation Payments

1. A landlord seeking to recover possession under (d), (e), (f), or (g) above shall make relocation payments to each tenant in the amount of $_____, to be provided to the tenant at the time of service of the notice to quit.
   In addition, each tenant who is 60 years of age or older or who is disabled within the meaning of Section 12955.3 of the California Government Code, and each household with at least one tenant and at least one child under the age of 18 years, shall be entitled to receive an additional payment of $_____ within fifteen (15) calendar days of the landlord's receipt of written notice from the tenant of entitlement to the relocation payment along with supporting evidence. The landlord shall notify the tenants of their rights under this section at the time of service of the notice to quit. Within 30 days after notification to the landlord of a claim of entitlement to additional relocation expenses because of disability, age, or having children in the household, the landlord shall give written notice to the Rent Board of the claim for additional relocation assistance and whether or not the landlord disputes the claim.
2. Commencing March 1, 2016, these relocation expenses shall increase annually, rounded to the nearest dollar, at the rate of increase in the "rent of primary residence" expenditure category of the Consumer Price Index (CPI) for the preceding calendar year, as that data is made available by the United States Department of Labor and published by the Rent Board.

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3. Notwithstanding the foregoing, the amount of relocation payments for temporary displacement of a tenant household under subsection (g) for less than 20 days is governed by California Civil Code Section 1947.9.

H) Administration

1. **A Rent Board shall be created that consists of ____ elected commissioners.** Rent Board commissioners shall serve __ year terms, subject to removal for cause. The initial commissioners shall be appointed by the City Council until elections can be held.
2. **The Rent Board is authorized to adopt regulations** to implement the purposes of this Ordinance. The Rent Board is also authorized to maintain data, compile reports, conduct investigations, and engage in other activities to implement and effectuate the purposes of this ordinance.
3. **The Rent Board shall adopt procedures for landlord and tenant petitions, hearings, and appeals.**
4. In accordance with such guidelines as the Board shall establish, the Board and designated Administrative Law Judges shall have the authority to **arbitrate rental increase adjustments.**
5. Decisions of the Administrative Law Judge shall be **appealable to the Rent Board.**
6. Tenants may request **arbitration hearings** where a landlord (a) has imposed a nonconforming rent increase, (b) has substantially decreased services without a corresponding reduction in rent, and/or (c) has failed to perform ordinary repair and maintenance under state or local law.
7. **A landlord may petition the Board for an increase in rent** to compensate the landlord for capital improvement costs incurred by the landlord, other than those attributable to deferred maintenance. A tenant may file a hardship application with the Board, and be granted relief from all or part of an increase under this section.
8. A landlord may petition the Board for an increase in rent if the application of the rent limitations of this Ordinance would operate to deny the landlord a fair return in violation of the landlords' constitutional rights.

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I) Landlord Noncompliance & Enforcement

1. **Defense to Eviction.** Landlords must establish compliance with this Ordinance in any action to recover possession of a rental unit. Violation of this Ordinance shall be a complete defense to eviction.

2. **Private Right of Action.** Whenever a landlord endeavors to recover possession or recovers possession of a rental unit in violation of this Ordinance, charges a tenant a rent which exceeds the limitations set forth in this Ordinance, retaliates against a tenant for the exercise of any rights under this Ordinance, or attempts to prevent a tenant from acquiring any rights herein, the tenant or City may institute a civil proceeding for injunctive relief, money damages of not less than three times actual damages, (including damages for mental or emotional distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the landlord acted in knowing violation of or in reckless disregard of the limitations of this Ordinance. The prevailing party shall be entitled to reasonable attorney's fees and costs pursuant to order of the court.

3. **Retaliation.** No landlord may cause a tenant to quit involuntarily or threaten to bring any action to recover possession, or decrease any services, or increase the rent, or take any other action where the landlord's dominant motive is retaliation for the tenant's exercise of any rights under the law. Such retaliation shall be a defense to any action to recover possession.

4. **Nonexclusive Remedy.** The rights and remedies provided by this Ordinance are in addition to any rights available to the tenant under contract, statutory, or case law.

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J) **Misdemeanor.** It shall be unlawful for a landlord or for any person who willfully assists a landlord to recover possession of a rental unit unless, prior to recovery of possession of the unit the landlord satisfies all requirements for recovery of the unit under this Ordinance. It shall further be unlawful for a landlord to charge any rent which exceeds the limitations of this chapter. **Any person who endeavors to recover possession or charges excessive rents in violation of this Ordinance shall be guilty of a misdemeanor.**

K) **Nonwaiver of Rights.** Any waiver by a tenant of rights under this Ordinance shall be void as contrary to public policy.

L) **Severability.** If any provision of clause of this Ordinance or the application thereof to any person or circumstance is held to be unconstitutional or to be otherwise invalid by any court of competent jurisdiction, such invalidity shall not affect other chapter provisions, and clauses of this chapter are declared to be severable.

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RENT CONTROL TALKING POINTS FOR CITY COUNCIL PUBLIC COMMENT

My name is [INSERT FIRST AND LAST NAME] and I am a member of Tenants Together.

I'm here today because I am a renter and I live at [INSERT ADDRESS]. I have lived there for [INSERT NUMBER OF YEARS/MONTHS] years/months.

I pay [INSERT PERCENTAGE]% of my income toward rent. My rent has increased [INSERT PERCENTAGE]% in the last [INSERT YEARS/MONTHS] years/months.

I am here to urge you to support a Rent Control and Just Cause for Eviction Ordinance.

- As [INSERT CITY NAME] is becoming a more desirable place to live and the economy improves, rents are already rising beyond the means of many of our current residents. We need this ordinance without further delay.
- **Rent Control** means that landlords cannot raise rents more than a small, reasonable percentage each year, based on a percentage of Consumer Price Index/inflation.
- **Just Cause for Eviction** means landlords would have to give a reason for evicting tenants, and would have to pay relocation costs for reasons where the tenant is not at fault.
- Without these protections, landlords are free to raise rents in any amount and evict good tenants for no reason at all. This is what is happening in our community today.
- Just Cause for Eviction and Rent Control ordinances have a **proven track record** in 13 California cities, including Los Angeles, Oakland, San Francisco and East Palo Alto, to protect countless low income tenants from displacement.
- **Rent control can be adopted with little or no cost to cities.** In fact, communities with rent control fund administrative costs through a small per unit fee paid by landlords.
- Rent Control is an **essential policy to prevent the displacement of community members who live here now** while we seek long-term solutions to build more affordable housing.

I urge the City Council to adopt a Just Cause for Eviction and Rent Control ordinance before more tenants are priced out and evicted from our community.

Date

Mayor Last Name & Councilmembers

City Council address

Dear Mayor Last Name and Councilmembers:

I am writing to ask that the City adopt a rent control and just cause for eviction law to protect tenants from unfair rent increases and evictions. Without rent control and just cause, tenants face unlimited rent increases and unregulated evictions. This situation is unfair to tenants who seek nothing more than to reside in our homes without fear of displacement.

45% of the residents in California are tenants and Percentage % of the City of City name are tenants. We raise our families here, send our kids to school, pay our taxes, vote, and contribute to our community in many ways. However, we are often ignored in policy discussions about housing. Landlords and realtors have dominated the discussion for years with scare tactics and false information about rent control regulations. Meanwhile, they are profiting from unlimited rent hikes and displacement. Now, with rent increases and evictions out of control, the City Council needs to take steps to protect renters. Rent control is an effective, and cost-effective, way to stop displacement of valued members of our community.

Under rent control, landlords cannot raise rents more than a reasonable percentage each year, based on a percentage of Consumer Price Index (inflation). To be effective, rent control laws also require "Just Cause for Eviction," which means landlords cannot evict without a legitimate reason and landlords must pay relocation costs for "no fault" evictions. Rent control has a proven track record in 13 California cities, including Oakland, East Palo Alto, Los Angeles, and San Francisco, of protecting countless low-income and moderate income tenants from displacement. Rent control does not stop all unfair displacement (thanks to state-created loopholes written by the landlord lobby), but it has a huge impact in creating housing stability for renters and protecting communities from the dangers of real estate speculation.

Landlords try to scare the public about rent control with bogus talking points. They regularly argue that rent control will inhibit new development, but new construction is exempt from rent control under state law. They argue that rent control is costly, but fail to note that rent control is cost neutral for cities because the programs are funded through a per unit fee on landlords. They even argue that rent control stops the eviction of tenants who violate their obligations, despite the fact that every rent control law allows eviction for nonpayment of rent or tenant misconduct. Put simply, the landlord propaganda against rent control has no merit.

Waiting for self-regulation by landlords is a failed approach. The City should not wait for more unfair evictions and rent hikes. The time for action is now before more of our neighbors are displaced.

Thank you for your attention to this important issue.

Sincerely,

TENANTS TOGETHER
California's Statewide Organization for Renters' Rights
www.tenantstogether.org

Stop Unlimited Rent Increases: We Need Rent Control | online at: http://bit.ly/CArentcontrol

Rents are rising beyond the means of most California residents. Nearly a quarter of renters (and in some metro areas, nearly half of renters) pay at least 50% of their income to their landlord. Without rent control, tenants face unlimited rent increases and unregulated evictions.

What is Rent Control? Rent Control means that landlords cannot raise rents more than a reasonable percentage each year, based on a percentage of Consumer Price Index (inflation). To be effective, rent control laws also require "Just Cause for Eviction," which means landlords cannot evict without a legitimate reason and landlords must pay relocation costs for "no fault" evictions.

We, the undersigned, urge our city to adopt rent control and just cause for eviction protections, and to strengthen existing rent control and just cause laws.

Name	Address	Unit #	Email	Phone	Signature

RENT CONTROL...

- **Moderates annual rent increases**
  allows landlords a fair return while preventing displacement
- **Promotes stability**
  builds social capital for all
- **Leaves tenants more $$ to spend on local economy**
  when landlords make windfall profits, other businesses lose
- **Has been successfully implemented in dozens of cities**
  prevents rent-gouging and evictions without cause
- **Can be cost-neutral for cities**
  most are run through a small fee on landlords

JOIN US!

Date:
Time:
Location:

Call to action:
Write about what your community is facing, what the meeting is about, why people need to be there, what they should be prepared to do at the meeting, etc.

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California's Statewide Organization for Renters' Rights
www.tenantstogether.org

Sample Op-Ed 753 words

Busting the Myths on Rent Control

With more and more cities in California grappling with displacement and rising rents, and with 45% of residents renting, it's time to implement serious policy solutions to stabilize communities. The myths abound on rent control policy and prevent cities from pursuing what is really a moderate and reasonable regulation of the largely unregulated private rental market. Unless you think landlords should be able to raise rents however much they want, whenever they want, you believe in rent control and should consider adopting it in your community.

Rent control is not a ceiling on rents; it's a regulation against rent-gouging. It is common for someone who is against rent control to mention that "93% of economists are against rent control." However, the source for this common citation is a 1992 survey of US economists in which 93% agreed with the statement "A ceiling on rents reduces the quantity and quality of housing available."[1] Regardless of whether these economists are right or not, modern rent control laws are not a ceiling on rents. The only true rent ceiling existed in New York City before 1970, and the policy has since been overhauled. As Richard Arnott wrote in his paper "Time for Revisionism on Rent Control" in 1995, "...generalizing from the New York City experience may be more like inferring the effects of a gentle breeze from the ravages of a hurricane." Except during World War II as an emergency measure, no city in California has had or currently has a rent ceiling. Rent control is, in reality, is a "set of regulations governing not only allowable rent increases, but also conversion, maintenance, and landlord-tenant relations" in order to prevent rent-gouging and displacement.[2]

Rent control doesn't make rents rise, that's like blaming a fire on the presence of a firefighter. It makes sense that expensive cities are the ones that pass rent control – these regulations get considered, passed and retained in response to high prices. When modern rent control laws were first passed in California, they were passed in response to landlords raising prices in response to inflation in 1970s and not lowering them even after the state passed a law giving tax relief to property owners through Prop 13.[3]

Why not just build-baby-build instead? Trickle-down housing policies don't work. Co Star, a real estate research firm, reported that of 370,000 multi-family rental units completed from 2012 to 2014 in 54 metropolitan areas, 82% were considered "luxury." Luxury housing is the new "market-rate." Building housing for high-income people attracts more high income people, rather than lowering prices to levels affordable to low and moderate income people. In a gentrifying market, demand typically far outpaces what can realistically be built. High-income renters don't just go for newer units, they demand older units too, and are able to outbid lower-income tenants.[4] Many cities without rent control are seeing higher rents on older units and new units are unaffordable.

Rent control doesn't work like it should because it is undermined by state laws like the Ellis Act and Costa Hawkins Act. Through Ellis Act evictions, thousands of rent-controlled units have been taken off the market and converted to condos. The Costa-Hawkins Act prevents rent control from protecting condos, single-family homes, rentals built after 1995, and allows landlords to charge market rate for new tenants (called vacancy decontrol). The Harvard Law Review singled out vacancy decontrol as a

reason for landlords to harass current rent-controlled tenants in order to make more money on new tenancies. In 2000, the journal of the American Planning Association in 2000 cited vacancy control as essential to preventing displacement. These shortcomings aren't the fault of rent control, but of a State legislature where one of the biggest donors to political campaigns on both sides of the aisle is the California Realtor's Association.

There are 13 cities in California that have had rent control on the books for decades. The laws have stood the test of time and stood up to court challenges. With rising rents and displacement, more cities are taking a second look at rent control and strengthening their laws. In July 2015, the first city in 30 years to pass a new rent control law was Richmond, CA in the San Francisco Bay Area. San Diego has just cause for eviction on their books, and tenants are clamoring to add rent control policies. Alameda, Santa Rosa, San Mateo, Burlingame and San Jose tenants are pushing for stronger protections. Momentum is building for this popular policy, and that is not just popular: it's necessary.

[1] Alston , Richard M., J R Kearl, and Michael B. Vaughan. 1992. "Is there a consensus among economists in the 1990s?" American Economic Review 82(2): 203-209.

[2] Arnott, Richard. 1995. "Time for Revisionism on Rent Control?" The Journal of Economic Perspectives Vol. 9, No.1: 99-120.

[3] Forbes, Jim, and Matthew C. Sheridan. 2004. "The Birth of Rent Control in San Francisco." San Francisco Apartment Magazine Online, June. www.sfaa.org/0406forbes.html.

[4] The Harvard Law Review Association. 1988. "Reassessing Rent Control: Its Economic Impact in a Gentrifying Housing Market." Harvard Law Review Vol. 101, No 8: 1835-1855.

Tenant Guide for Speaking to Media

Whether you're reaching out to journalists to tell your story or have been contacted by journalists who are looking for information, documents or quotes, interacting with the media can be daunting. Here is a guide for dealing with journalists.

The ideal story is well documented, will strike a personal chord with an audience and will have wide-reaching implications. Often, those stories are bred out of many smaller ones, and the fact that you are willing to tell your story will make a big impact on the broader struggle for renters' rights. If you make claims, have proof. Give details. Return phone calls, and be respectful of deadlines.

Many reporters take landlord talking points as truth. It takes practice to push back and reframe the narrative to be positive toward tenants.

If reporters are asking you for information or an interview, respond in some form. If you do not want to be quoted or provide information, tell them that, even if only through e-mail. Make sure you get confirmation from the reporter if you want something to be "off the record." Without a commitment, they may use what you say or write. Be clear about which information is OK for them to use for publication and which is not. It is important to remember that public events and public spaces – including parks, sidewalks and some government buildings – as well as the people in them can be photographed and recorded on video without specific permission. However, you can always ask not to be included in footage.

Usually, journalists will want to verify your name for photo or video captions or narration. If you do not provide your name, you are less likely to be included in their coverage. Photographers and multimedia journalists cannot trespass on private property, though they can get shots of it from a public area. If you give an interview on video or allow one to be recorded for radio, be aware that the footage will be edited at the reporter's discretion.

Tenant Guide for Speaking to Media

DURING INTERVIEWS, DO:

- Ask your own questions.
- Speak about things you know.
- Tell your story, using examples and anecdotes.
- Follow up, both after the interview to find out when and how your information will be used and after the story has been published to give feedback.
- Take your time to answer a question or collect your thoughts if needed.
- Correct misinformation the reporter offers or cites.
- Assert that tenants are valuable members of the community and deserve to be treated with respect.

KEY TERMS:
•**Angle**: The focus, approach or perspective of the story.
•**Beat**: A reporter's area of focus. Examples include public safety, health, crime or education.
•**Embargoed**: requesting a reporter not release event or report details until a specific date.
•**On background**: Information given to a reporter that provides important context, which might be included in the final report but will not be attributed to you by name and cannot be quoted.
•**On the record**: Information given to a reporter that can be quoted, paraphrased, cited and attributed to you.
•**Off the record**: Information given to a reporter for his or her personal understanding but cannot be quoted, paraphrased, cited or otherwise attributed to you in any way.
•**Fact checking**: Verifying that objective statements made in the published product are accurate.

DURING INTERVIEWS, DON'T:

- Don't apologize for asserting the right to housing and tenants' rights.
- Don't accept framing that characterizes tenants as: transient, criminals, not contributing to community as much as homeowners, having too many rights, not taking care of property.
- Don't be pressured to give up personal information that you are not comfortable sharing.
- Don't give information you are not confident is accurate.
- Don't answer questions you don't understand – break the questions down, or ask the reporter to do so.
- Don't allow the interview to be taped or recorded unless you have given consent.
- Don't expect to see the story before it is published. However, you may ask to see your quotes that are being used.

Not sure if you're ready?
Training available!
Contact Tenants Together
info@tenantstogether.org

Social Media Tools:

Help spread positive messages about Rent Control

Get the word out about this toolkit!

Sample text for Twitter and Facebook:

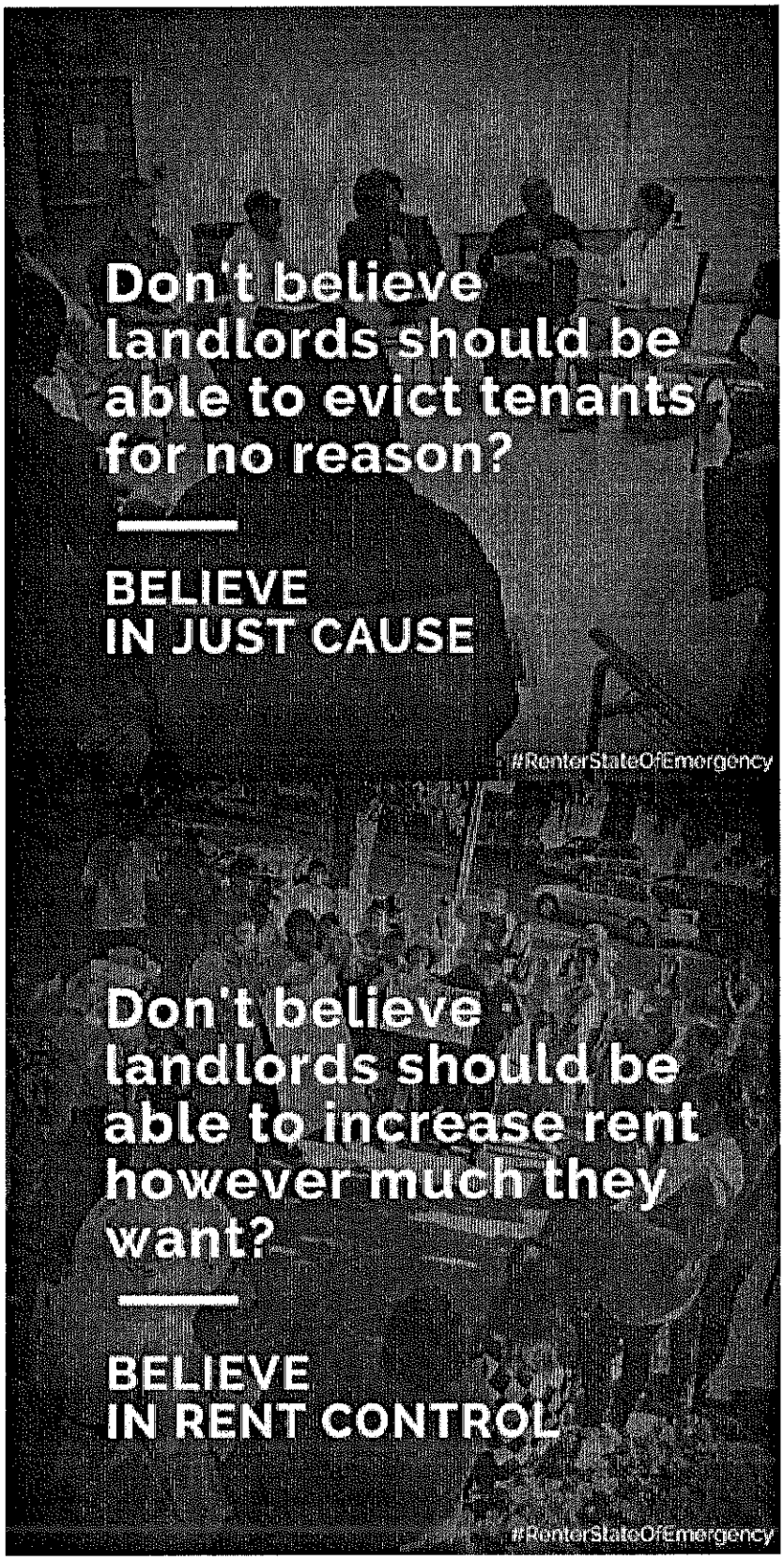
Share the toolkit:

- Worried about rising rents and displacement? You need #rentcontrol. bit.ly/RCtoolkit
- Raise the #minimumwage and prevent landlords from taking those gains: pass #rentcontrol. bit.ly/RCtoolkit #FightFor15
- In 2008, CA voters defeated landlord attack on #rentcontrol by a 22 pt margin. #PeoplePolicy http://bit.ly/RCtoolkit
- In #CA, you need to make $26/hour to afford a two-bedroom apartment. #HousingWage #RentControl bit.ly/RCtoolkit

#ThingsLandlordsSay meme:

- "Fair Housing laws are hard enough, now you want fair rents?" #ThingsLandlordsSay #RentControl
- "If you're not homeless, that means your apartment is affordable to you." #ThingsLandlordsSay #RentControl
- "If you think California is so miserable you can just leave." #ThingsLandlordsSay #RentControl

Share it with an image! On the next page... **Click** to **download**.



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Rent Control

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#RentControl

- Leaves tenants more $$ to spend on the local economy.
- When landlords get windfall profits, other businesses lose.

#RenterStateOfEmergency

#RentControl

- Prevents mass displacement.
- Helps tenants stay and invest in their communities.
- Builds social capital for all.

#RenterStateOfEmergency

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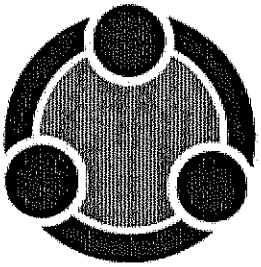
#RentControl

- Is not punishment for landlords.
- Is simply **regulation** for an unregulated rental market.

#RenterStateOfEmergency



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WARNING: HANDLE RENT CONTROL WITH CARE

Prepare for serious opposition. Sound political strategy and coordination with allies required. A weak rent control law sets a bad precedent and can do more harm than good to tenants and our movement. Don't go it alone.