

1 **30-DAY NOTICE TO CHANGE THE TERMS**
2 **OF YOUR RENTAL AGREEMENT – ALAMEDA**

3
4 To: _____, Resident(s) and all others in
5 possession of Apt. No. _____, located at (Street Address) _____
6 in the city of _____, California

7 **PLEASE TAKE NOTICE** that in accordance with the governing State and local laws and ordinances, that thirty (30) days
8 after service upon you of this notice or beginning _____, 20____, whichever is later, the terms of
9 your rental agreement for the above described property are hereby changed as follows:

10 **YOUR MONTHLY RENT** shall be increased from \$_____ per month to \$_____ per month, an
11 increase of \$_____ per month.

12 **YOUR SECURITY DEPOSIT** shall be increased from \$_____ to \$_____, an increase of
13 \$_____.

14 **TOTAL AMOUNT DUE** and payable by the above stated time period:

15 New Monthly Rent: \$ _____
16 Security Deposit Increase: \$ _____
17 Other: \$ _____
18 **Total Due:** \$ _____

19 **OTHER CHANGES:**

20 _____
21 _____
22 _____

23 Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

24 Dated: (Month/Day) _____, 20____, OWNER(S)

25 By: _____, AGENT

26 Per Ordinance 3148, Section 6-58.35. Offer of a One Year Lease – A Landlord shall offer one time a one year lease to:

27 A. Any prospective Tenant.

28 B. Any current Tenant with a lease at the first time the Landlord serves a notice of Rent Increase following the effective date of
29 this Ordinance unless (1) the current lease is not a fixed term lease and the Landlord has served on the Tenant a Notice to Vacate
30 or (2) the Tenant is in default under the lease and offering a lease to the Tenant may waive any claims the Landlord has regarding
the default. If the current lease is not a fixed term lease the Landlord shall not offer the Tenant a fixed term lease unless the
Tenant requests such a lease. The Landlord must offer a Tenant a lease that has terms materially the same as the terms in the
current lease as to duration Housing Services and household composition provided such terms do not conflict with this Article.

C. Any current Tenant on a month to month tenancy at the first time the Landlord serves a notice of Rent Increase following the
effective date of this Ordinance unless the Landlord has notified the Tenant that the Tenant is in default under the month to month
tenancy and offering a lease to the Tenant may waive any claims the Landlord has regarding the default.





• ATTACHMENT RP-02 •

**Required Text of a Notice to a Tenant
For a Rent Increase Equal to or Less than 5%**

PURPOSE

This attachment must be served on a tenant whenever a landlord is raising rent 5% or less and is required to provide a notice of a rent increase to a tenant under State law. The attachment must be served concurrently with, and in the same manner as the notice of rent increase. For more information, see section 6-58.50, 55 and 60 of Ordinance no. 3148, of the AMC.

If a landlord fails to provide the appropriate language from the Ordinance to the tenant, then under the Ordinance, the rent increase is void, the landlord shall take no action to enforce the invalid rent increase, and a tenant may use this failure as evidence in a tenant's defense in an unlawful detainer action based on the tenant's failure to pay the rent increase. The landlord has the responsibility to demonstrate that a rent increase complied with the noticing requirements.

CONTENT OF THE ATTACHMENT

The notice required under the Ordinance must be in writing and provide the name, address, phone number, and email address of the landlord. The landlord must either personally deliver the notice to the tenant or mail the notice to the tenant by first class mail, postage pre-paid, and addressed to the tenant at the property that the tenant rents.

In addition to the name, address, phone number and email address of the landlord, the text of the notice shall be as set forth on the attached page.

**This is an important document, please have it translated.
Este es un documento importante, hágalo traducir.
本文件為重要文件，請做好翻譯。我們免費提供翻譯服
Đây là tài liệu quan trọng, vui lòng biên dịch.
Ito ay isang mahalagang dokumento, mangyaring ipasalin ito.**

Landlord Contact Information:

Name: _____ Address: _____
Phone: _____ E-mail: _____

Rent Stabilization Ordinance Information:

“NOTICE: Under Civil Code, section 827 (b), a Landlord must provide a Tenant with 30 days’ notice prior to a Rent Increase of 10% or less and must provide a Tenant with 60 days’ notice of a Rent Increase greater than 10%. Because your Landlord proposes a Rent Increase that is at or below the Maximum Increase (as defined in subsection P of Section 6-58.15 of the Alameda Municipal Code), under Article XV of Chapter VI of the Alameda Municipal Code your Landlord must at the same time provide this Notice that advises you of the availability of the City’s rent review procedures.

You may request the City’s Rent Review Advisory Committee to review the increase by submitting in writing a request for review within 15 calendar days of your receipt of the notice of the Rent Increase either by mailing the request to the Program Administrator, 701 Atlantic Avenue, Alameda CA 94501 or emailing the request to the Program Administrator at rrac@alamedahsq.org. You must submit along with your request a copy of the notice of the Rent Increase. If you do not submit a request within 15 calendar days the Committee will not have the authority to review the Rent Increase.

If you submit such a request, the Program Administrator will advise you of the date, time and place of the hearing concerning the Committee’s review of the Rent Increase. If the effective date of the Rent Increase is before the date of the hearing, you must nevertheless pay the Rent Increase. If you and your Landlord reach agreement as to the Rent Increase before the hearing, you and your Landlord must provide written confirmation to the Program Administrator concerning the terms of such agreement. If no agreement is reached, you and your Landlord must appear before the Committee concerning the Rent Increase. If you fail to appear at the hearing, the Committee will not consider your request and you will be precluded from seeking further or additional review of the particular Rent Increase under the City’s rent review procedures.

At the hearing the Committee will make a decision concerning your request. You and your Landlord may agree to accept the Committee’s decision even though the Committee’s decision will be non-binding on you and your Landlord. If you and your Landlord agree to a Rent Increase less than the Rent Increase your Landlord requested and you have already paid the Rent Increase, your Landlord must provide you with a refund or a credit against future rents.

It is illegal for a Landlord to retaliate against a Tenant for the Tenant’s lawfully and peacefully exercising his or her rights including a request for the Committee to review a Rent Increase. Civil Code, section 1942.5. A Landlord’s efforts to evict a Tenant within six months of a Tenant’s requesting a hearing or otherwise participating in any way in the City’s rent review process may be used as evidence of a retaliatory eviction.”