

60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT - ALAMEDA

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

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days after service upon you of this notice or beginning _____, 20____, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

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

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

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

New Monthly Rent:	\$_____
Security Deposit Increase:	\$_____
Other:	\$_____
Total Due:	\$_____

OTHER CHANGES:

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

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

By: _____, AGENT

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

- A. Any prospective Tenant.
- B. Any current Tenant with a lease at the first time the Landlord serves a notice of Rent Increase following the effective date of 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 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-03 •
Required Text of Notice to a Tenant for a Rent Increase Above 5%

PURPOSE

This attachment must be served on a tenant whenever a landlord is raising rent above 5% 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.

CONTENTS 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.

DEADLINE

Within fifteen (15) calendar days after service of the rent increase notice on the tenant, the landlord must file with the Rent Program (via fax, email, or mail) a full copy of the rent increase notice that was served on the tenant, and a completed Form RP-04.

ATTACHMENT RP-03 FOR THE TENANT (two pages)

**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 greater than 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 that the Landlord has requested the City’s Rent Review Advisory Committee to review the Rent Increase.

If your Rental Unit is not exempt from certain provisions of the City’s Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the Rent Increase will not go into effect until the Committee reviews the Rent Increase, unless you and your Landlord agree otherwise. If your Rental Unit is exempt from certain provisions of the City’s Rent Review, Rent Stabilization and from certain provisions of the City’s Rent Review, Rent Stabilization and Limitations on Evictions Ordinance and if the effective date of the Rent Increase is before the date of the Committee’s hearing, you must pay the Rent Increase. You will need to contact the Program Administrator (rrac@alamedahsg.org) as to whether your Rental Unit is or is not exempt from certain provisions of the City’s Rent Review, Rent Stabilization and Limitations on Evictions Ordinance.

The City’s Program Administrator (rrac@alamedahsg.org) will advise you of the date, time and place of the Committee’s hearing concerning its rent review. 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 the matter 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 the Rent Increase. You and your Landlord may agree to accept the Committee’s decision. Depending on whether your Rental Unit is or is not exempt from certain provisions of the City of Alameda’s Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the decision of the Committee may be non-binding or may become binding on you and your Landlord.

If your Rental Unit is not exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, and if you or your Landlord do not agree with the Committee's decision, you or your Landlord may file a petition with the Program Administrator within seven calendar days of the Committee's decision and have the determination of the Rent Increase decided by a neutral Rental Dispute Hearing Officer whose decision is final and binding. If you or your Landlord do not agree with the Committee's decision and do not file a timely petition, the Committee's decision will be binding on you and your Landlord. You will need to contact the Program Administrator (rrac@alamedahsq.org) concerning whether the Committee's decision will be binding on you and your Landlord if you or your Landlord do not file a timely petition.

If your Rental Unit is exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the Committee's decision as to the Rent Increase is non-binding on you and your Landlord. You will need to contact the Program Administrator concerning whether the Committee's decision will be non-binding on you and your Landlord.

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 participating in the City's rent review process may be used as evidence of a retaliatory eviction."

• **FORM RP-04** •

(Form RP-04 must be submitted online: <http://50.193.24.131/Forms/RP-04>)

LANDLORD REQUEST FOR A RENT INCREASE ABOVE 5%

Contact us if you need translation services or special accommodations due to disabilities.

• PURPOSE

A landlord should use this form when serving a tenant with a notice of a rent increase above 5%. This form initiates the required review by the Rent Review Advisory Committee.

REQUIRED DOCUMENTATION

In addition to completing this form, the following documentation is also required:

- A copy of the full rent increase notice, including attachments, that was served on the tenant.
The notice must include proof that the required text from section 6-58.65, Alameda Municipal Code [AMC] was served on the tenant.
- Proof of ownership interest in the property by the person who will attend the RRAC hearing.
Attach documentation (e.g., copy of vesting deed, tax statement, etc.) demonstrating that the person attending the hearing is an owner. If the rental unit is owned by an entity, attach documentation (e.g, partnership documents, resolution, etc.) demonstrating that the person attending the hearing has the lawful authority to bind the entity under penalty of perjury.

DEADLINE

The required documents must be filed with the RENT STABILIZATION PROGRAM (via fax, email or mail) within fifteen (15) calendar days after service of the rent increase notice on the tenant.

RENT REVIEW ADVISORY COMMITTEE (RRAC) HEARING SCHEDULE

Valid rent increase documents filed by the 10th of the month will be scheduled for a RRAC hearing on the first Monday of the following month. This schedule may vary depending on volume.

RENT REVIEW ADVISORY COMMITTEE (RRAC) AUTHORITY

RRAC decisions regarding the allowable amount of the rent increase are:

- Binding for all multi-family units built before February 1, 1995 when the rent increase offer is above 5%.
- Non-binding when the rental unit is exempt as set forth in Section 6-58.135 of the AMC.

The RRAC does not provide legal advice. Landlords and tenants are responsible for seeking the advice of legal counsel on any matters related to their specific circumstances.

FOR YOUR INFORMATION

- This form becomes public record when submitted and is subject to disclosure under the California Public Records Act and the City of Alameda's Sunshine Ordinance.
- A rent increase is not eligible for review by the RRAC if the tenant's rent is regulated by federal law or by regulatory agreements between the landlord and (a) the City, (b) the Housing Authority or (c) any agency of the State of California or the Federal Government.
- When a landlord is seeking a rent increase above 5% based on capital improvements, the RRAC will not review the rent increase. A Capital Improvement Plan must be submitted instead. Please contact staff for more information on Capital Improvement Plans.

PROCEDURE

Notices that meet compliance with Ordinance no. 3148 will be scheduled for a RRAC hearing:

- The landlord will receive a notice to appear at a RRAC hearing.
- A person with ownership interest in the property must attend the RRAC hearing. If such person does not attend, the rent increase will be void.
- The tenant will receive a copy of this form and a notice to appear at a RRAC hearing.
- Free and private mediation is made available, upon request.

After a notice is affirmed by the Rent Stabilization Program to be in compliance with the Ordinance, the tenant and landlord have the option to reach a mutually agreeable amount of rent increase prior to the scheduled RRAC hearing. Written acknowledgment of the agreement must be submitted using Form RP-05.