



BERKELEY LEASE PACKAGE GUIDANCE

This document is intended as guidance for properly filling out a BPOA endorsed lease and associated addendums. It is important that you carefully review all lease package documents and make sure you have correctly filled out all indicated sections. All documents can be found on the BPOA website by logging into your Member Compass© account.

It is recommended that you download the Addendums Zip file found on the BPOA website which contains all the addendums.

DO NOT FILL OUT YOUR FORMS ONLINE. DOWNLOAD THEM TO YOUR COMPUTERS HARDDRIVE PRIOR TO MODIFYING FOR YOUR RENTAL SCENARIO.

COVER PAGE

- Summary of Key Information:** summarizes the main components of the lease. Intended to be used as a quick reference for all parties when referring back to the lease.
- Table of Contents:** A helpful resource for quick reference on different components of the lease.

SECTION 1. PREMISES

- Fill in address of rental unit, including specific unit number.
- Note if there are items of your personal property that the Tenant may use but you would not maintain, fix, or replace should the item break. These are not items that would be contained in a separate agreement such as laundry units. They are often outdoor items or additional furniture in the unit.

SECTION 2. TERM OF TENANCY

- TERM:** Fill out the term of the tenancy.
- WHAT HAPPENS AFTER FIRST TERM:** Decide if it will automatically renew or go month-to-month if you take rent after the first term ends. Choosing the second option does not preclude you from approaching the tenant to ask for and negotiate a new term before the end of the first term is over. It just says that *if* you don't approach them or both parties don't come to a new agreed upon term, then it will go month-to-month. In Berkeley, tenants have a right to go month-to-month after the first term if they want.
- NOTIFICATION OF NON-RENEWAL:** Choose whether Tenant will be required to give you 30, 45 or 60 days' notice to end the term of the lease or for non-renewal.

SECTION 3. RENT AND UTILITIES

- Section 3.1** Fill in monthly rental amount.

- Section 3.2* Note which utility and/or services Tenant will be financially responsible for. NOTE: In Berkeley you can no longer bill utilities based on a ratio scenario if only one meter serves multiple units. Only utilities that are separately and individually metered are permitted to be charged to the tenant. (If your unit is exempt from rent control, this prohibition does not apply).
- Section 3.4* Describe how a tenant can pay rent. If you allow for electronic forms of payment, (such as Zelle) you can indicate your account information or instructions here. NOTE: Under law, you cannot require your tenant to only pay by an electronic method.
- Note: In the event of shared utility services, specific disclosures are required. See Addendum No. 1, Specific Terms for more details.

SECTION 4. SECURITY DEPOSIT

- Section 4.* Fill in the amount you will receive for the security deposit. This is inclusive of any security deposit amount.

SECTION 10. OCCUPANCY

- Section 10.* State the total number of permissible occupants per unit. This is intended to be the number of people who live in the Premises as their primary, principal residence and who are initially signing the lease. *This is different than the allowable number of people according to California Uniform Housing Code.*

SECTION 14. INSURANCE

- Section 14.* If you intend to require that tenants carry the renter's insurance required in the Insurance Addendum, check the appropriate box. In the event you require insurance, we recommend you obtain a certificate of renters insurance from the tenant prior to delivering possession of the unit.

SECTION 19. MISCELLANEOUS

- Section 19.8.* Indicate the cost a tenant will incur for a lockout. If you are unsure of the cost, simply checkbox "market rate locksmith fee."

SECTION 21. ATTACHMENTS, ADDENDA & DISCLOSURES

- Section 21.* These are recommended and required disclosures for all Berkeley leases. Check the boxes for each one that will be included in your Lease Package.
- Blank Items.* These sections allow for any optional addendum that isn't on the list, that you may wish to add.

SECTION 24. TIME IS OF THE ESSENCE

- Section 24.* This is a repeat of a paragraph in Section 2 of the lease, assuring that if you choose an automatic renewal provision, you are repeating its terms here. Whatever you filled out on Section 2 will automatically populate here, but you will need to check the box.

SIGNATURE PAGE.

- Housing Provider Section.* The “As Its” section indicates who the person is that is signing the lease. If you are the Owner/Landlord than you are the property’s “Agent/Attorney in Fact.” If you have a property manager or someone else designated to the be Agent for the Owner then they are the “Agent/Attorney in Fact.” At least one Agent/Attorney in Fact should sign the lease in order to validate it.

ADDENDUM NO. 1 SPECIFIC TERMS

- Just Cause & Limits on Rent Increase Notice.* Indicate whether the rental unit has rent control and/or Just Cause for Eviction Protections under Berkeley’s Rent Stabilization Ordinance. Most units in Berkeley have rent control **and** just cause protections. The only exceptions are Golden Duplexes, some ADUs, and single-family homes/condos.
- Just Cause & Limits on Rent Increase Notice.* (Instructions **only** for single-family homes, condos, or townhomes). Your property is exempt from Rent Control by state law, but subject to eviction protections by local law. Fill out the form as follows:

Just Cause and Limits on Rent Increase Notice:

The Premises is is not controlled by a local government rent adjustment ordinance or law.

The Premises is is not controlled by a local government just cause for eviction ordinance or law.

The following section does not apply to the majority of rental units in Berkeley because they are subject to local law. If you are unsure whether this section applies to your unit, please contact BPOA for further assistance.

If the Premises is not controlled by a local government rent adjustment and/or a local government just cause for eviction ordinance, complete the following sections:

- A. The Premises is is not subject to the rent limits imposed by section 1947.12 of the Civil Code and is is not subject to the just cause requirements of section 1946.2 of the Civil Code.
- B. California law limits the amount your rent can be increased. *See* Section 1947.12 of the Civil Code for more information. California law also provides that after all of the tenants have continuously and lawfully occupied the property for 12 months or more or at least one of the tenants has continuously and lawfully occupied the property for 24 months or more, a landlord must provide a statement of cause in any notice to terminate a tenancy. *See* Section 1946.2 of the Civil Code for more information.
- C. The Premises meet the requirements of sections 1947.12 (d)(5) and 1946.2 (e)(8) of the Civil Code and the Landlord is not any of the following: (1) a real estate investment

trust, as defined by section 856 of the Internal Revenue Code; (2) a corporation; or (3) a limited liability company in which at least one member is a corporation.

- Landlord's Principal Residence.* For units and/or single-family homes/condos/townhomes in which the owner previously occupied the unit as their primary residence for at least 365 days prior to renting it, you *must* check this box in order to preserve your right to reoccupy the unit without having to pay the city's Relocation Fee.
- Shared Utility Disclosure.* For properties in which gas and electric and/or water and sewer are not on separate meters and are shared with other units on the premises, use this section to properly disclose. Note any proportional cost the Tenant will be responsible for.
- Footnote 3.* Utilize this section to establish cost of water for the rental unit.
- Guarantor.* Indicate whether the rental requires a Guarantor/Co-Signer in order to rent the unit. (A separate Guarantor/Co-Signer agreement should be used in addition).
- Landscaping.* Indicate whether the Tenant is responsible for actual items of the landscape including plants and irrigation. Indicate whether Tenant is responsible for maintenance of current landscaping.
- Storage.* This is for general storage permitted within the unit. If the unit has a separate storage space that is independent of the rental unit, we recommend using a Separate Agreement.
- Short Term Rental Restrictions.* Check this box if your unit is subject to Berkeley's Short Term Rental Ordinance. (All units *other than* single family homes/condos/townhomes are subject). This is not to be confused with the lease term which prohibits Tenants from using platforms like AirBnB to rent their unit in any capacity.
- Drug/Meth Contamination.* Note whether your rental unit has received an order from a health official in relation to drug or meth contamination.
- Death in Premises.* If a death occurred within the rental unit, you must disclose the death and cause of death for three years after the death occurred. If the cause of death was AIDS, you are *not* required to note the manner of death. All other manners of death must be disclosed.
- Pest Control Notice.* Note whether the property is being treated and controlled for pests such as rodents, cockroaches, spiders, or ants.
- Flood Hazard Disclosure.* Note whether the rental property is located in a special flood hazard area.
- Demolition Permit.* Note if the owner has received a permit from the city for demolition of the unit.
- Delivery of Notices.* This notes that for general notices permitted and related to the Lease Agreement, Landlord and Tenant agree to receive the Notices via electronic method. Note here the email address of both Landlord and Tenant.

MOVE-IN/MOVE-OUT CHECKLIST

- This document should be used during a walk-through with the tenant at time possession to the unit is given. This document can be referred to at the time the tenant vacates the unit.

ASBESTOS DISCLOSURE

- Fill out section 1.4 (Landlord's Disclosure) indicating whether you have knowledge, reports or records pertaining to asbestos in or around the Premises.

AUTHORIZATION TO MANAGE, AND INFORMATION FOR SERVICE OF PROCESS, NOTICES AND DEMANDS ADDENDUM

- Use the top of the form to indicate who has the authorization to manage the property. If the Owner is managing the property themselves, the owner's information would be provided here.
- This is a requirement under California Civil Code 1962 and conveys to a Resident how to serve the Owner/Agent for Owner documents that may be required by law to be served in person.

LEAD BASED PAINT DISCLOSURE

- Fill out section 1.4 (Landlord's Disclosure) indicating whether you have knowledge, reports or records pertaining to lead-based paint in the Premises.

MOLD DISCLOSURE

- Fill out section 1.3 (Landlord's Disclosure) indicating whether you have knowledge, reports or records pertaining to mold in the Premises.

NO-SMOKING ADDENDUM

- Fill out section 1.1 to indicate whether premises is subject to the City of Berkeley's Smoke Free Multi-Unit Housing Ordinance. (*Note: All properties other than single family homes are subject*).

MICRO MOBILITY DEVICE ADDENDUM

- The tenant will fill out the portion specific to a device if they have a device upon moving into the unit. If they do not, the addendum serves as a notice to the tenant's responsibility should they ever acquire a micro mobility device.

PET OR ANIMAL ADDENDUM

- Use the Pet Addendum if your tenant has a *non-service or non-Emotional Support Animal* that you permit to live in the unit.
- Use the Animal Addendum if your tenant has declared a Service or Emotional Support Animal. These animals require additional documentation by the tenant in order to qualify to live in the unit, even if the Housing Provider has a "No Pet" policy.

SMOKE DETECTION DEVICE ADDENDUM

- In Section 1.2 (#2), note where all smoke detectors are located. Refer to the Rental Housing Safety Program checklist (Schedule A) if you are unsure of where smoke detectors should be placed.
- In Section 1.2 (#3) indicate how the smoke detectors are powered.

CITY OR STATE REQUIRED DISCLOSURES

These disclosures **must** accompany all lease agreements, no matter what type of rental you have.

- Asbestos Disclosure
- Authorization to Manage, and Information for Service of Process, Notices and Demand
- Bedbug Disclosure
- Carbon Monoxide & Smoke Detector Disclosures
- Lead Based Paint Disclosure (to be accompanied with [How to Protect Your Family from Lead](#) brochure)
- Megan's Law Database Disclosure
- Mold Disclosure (to be accompanied by the [CDPH Mold Booklet](#))

CITY OR STATE REQUIRED ADDENDUMS (IF APPLICABLE)

These disclosures/addenda **must** accompany all lease agreements, if applicable to the property.

- City of Berkeley Tenant Protection Ordinance Notice (for units whose tenants have eviction protections)
- City of Berkeley Notice of Tenant Rights for Fully Covered or Partially Covered (must be given to all tenants whose unit has eviction protections and whose lease started after December 20, 2024)
- No Smoking Addendum stating whether the property is subject to the Multi-Family Unit Anti-Smoking Ordinance (for properties *other than* single family homes)
- Flood Hazard Disclosure Addendum (for properties located in a flood hazard zone)
- California Proposition 65 Warning (if you have a rental business with 10+ employees only)

OPTIONAL ADDENDUMS (IF APPLICABLE TO YOUR UNIT)

These disclosures and addendums are to be used to further enhance your lease package and are recommended.

- Crime Free Lease Disclosure
- Emotional Support/Assistive Service Animal Addendum
- Fireplace & Open Flame Addendum
- Furnished Units Addendum (an inventory of a furnished unit)
- House Rules & Regulations

- Insurance Addendum
- Laundry Unit Separate Agreement
- Micro Mobility Device Addendum
- Open Flame Cooking Device Addendum
- Parking Separate Agreement
- Pest Control Addendum
- Pet Addendum (for a pet that is *not* an Emotional Support or Assistive Animal)
- Political Sign Addendum
- Spare the Air Addendum (especially important for properties with fireplaces and grill use)
- Storage Separate Agreement
- Third Party Acceptance of Rent Agreement

FREQUENTLY ASKED QUESTIONS

We know you may have a lot of questions when putting together your lease package. These are the most commonly asked questions we receive when owners are crafting a new lease package. If the answer isn't here, feel free to contact us at bpoa@bpoa.org

WHERE IS A COPY OF THE LEASE IN A WORD FORMAT?

BPOA no longer provides a Word version of our lease. Instead, we have created a lease that can be used by any property and customized to fit the needs of your property. Leases and renting in Berkeley are very complex and legally wrought. We do not recommend making changes to the lease without the consultation of a lawyer. Our leases are written and vetted by multiple lawyers. We also suggest you consult with the BPOA office if you are trying to modify the lease. You may find that you don't need to, and we can help guide you!

MY UNIT DOESN'T HAVE RENT CONTROL AND/OR EVICTION PROTECTIONS. DO I STILL USE THIS LEASE?

Yes, this lease is intended for any unit, even if it's not subject to rent control. It references the Rent Stabilization Ordinance ("the Ordinance") but also states, "if applicable." It will also protect you from any potential future scenarios in which the law changes and your unit suddenly becomes subject to local rental laws.

THE LEASE IS REALLY LONG AND I'D LIKE TO SHORTEN IT. HOW DO I DO THAT?

You don't! We know the lease is very long. This is a direct result of owning rental property in a highly regulated city like Berkeley. The more protections for tenants, the more

protections we have to create for owners. This lease is written to protect you from a variety of situations. While some tenants may balk at signing such a long lease package, it would behoove you to remind them that the lease is long due to the extreme number of government regulations on rental properties!

WHY ARE THERE SEPARATE AGREEMENTS FOR STORAGE AND PARKING IF I USUALLY INCLUDE THAT IN THE RENT PAID EACH MONTH?

The best business practice in Berkeley is to decouple additional amenities from the rent that is being paid each month. This is especially important for rent-controlled units where increases in the rent are controlled by a governing agency. When additional amenities (such as parking or storage) are in a separate agreement, the owner has a right to terminate the amenity with a 30-day notice. It also prevents the Resident from petitioning for a rent decrease due to a “loss of service” and allows the Owner to raise or lower the monthly cost of the amenity more easily.