

BERKELEY'S RENT ORDINANCE BEFORE & AFTER MEASURE BB

SUBJECT	BEFORE BB	MEASURE BB CHANGE
Shared kitchen/bathroom exemption	Previously, units where the tenant shared a kitchen or bathroom with the rental housing provider were fully exempt, regardless of whether the landlord resided on the property at the start of the tenancy.	If the tenant shares a kitchen or bathroom with the landlord, the unit is exempt from the Rent Ordinance only if the landlord resided in a unit on the same property at the beginning of the tenancy.
Government-owned or -subsidized units, like Section 8 or Shelter Plus Care	Previously, most landlords of government-owned or subsidized units were not required to register those units with the Rent Board or pay registration fees. Additionally, the Rent Board did not regulate the rent for any type of government-owned or subsidized housing.	Landlords of government-owned or subsidized units must register them with the Rent Board as either fully or partially covered and pay an annual registration fee. Fully covered units are subject to a rent ceiling, meaning rent increases are limited by the Annual General Adjustment (AGA) set by the Rent Board each year. Whether a unit is fully or partially covered depends on its type and whether federal law, state law, or administrative regulations exempt it from the rent control provisions of Berkeley's Rent Ordinance. In Berkeley, Section 8 and Shelter Plus Care are the most common government subsidy programs, but other types of subsidies also exist. For a detailed table outlining subsidy types and coverage levels, visit the Measure BB webpage .
Eviction for nonpayment of rent	Previously, the Rent Ordinance did not specify a minimum rent amount that must be owed before a landlord could initiate an eviction for nonpayment.	To evict a tenant for nonpayment of rent, the tenant's rental debt must be at least equal to one month's fair market rent (FMR) for a comparably sized unit in the Oakland-Fremont, CA HUD Metro FMR area, as determined by the U.S. Department of Housing and Urban Development (HUD) for the fiscal year in which the rent is demanded. Refer to the Good Cause & Other Local Requirements webpage for current FMR values.
Tenant failure to sign a substantially similar lease	Previously, the Ordinance did not define material lease terms, did not require that an alleged lease violation cause actual harm, and did not establish specific standards for	<ul style="list-style-type: none"> • Material lease terms are limited to those mutually agreed upon in the lease. • The alleged violation must result in substantial, actual harm to the landlord.



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	describing the violation and its impact.	<ul style="list-style-type: none"> The landlord must demonstrate that the tenant's behavior was unreasonable. Before serving an eviction notice, the landlord must first issue a notice to cure, specifying the violated lease term and providing a detailed description of the violation and resulting harm, sufficient for a reasonable person to understand.
Requirements related to eviction notices and lawsuits	Previously, eviction notices were not required to inform tenants of their right to seek advice from the Rent Board. Additionally, landlords were required to file a copy of any termination notice, notice to quit, and summons and complaint with the Rent Board within 10 days of serving the tenant.	<ul style="list-style-type: none"> All eviction notices must include a statement informing tenants that they can seek advice from the Rent Board, along with the current phone number for the Rent Board's housing counseling services and the Rent Board's website address. Landlords must file a copy of any termination notice, notice to quit, and summons and complaint with the Rent Board no later than three business days after serving the tenant.
The requirement to provide a Notice of Tenant Rights	Previously, the Ordinance did not require landlords to provide a Notice of Tenant Rights	<p>● Landlords must, within 15 days of the start of a tenancy, give the tenant written notice containing the following information: The existence of and scope of the Rent Ordinance; the tenant's right to petition against certain rent increases, if applicable; whether the unit is exempt from rent control; and any other partial exemptions which may exist.. The BPOA has forms members can use for this purpose. ● If the property has an interior common area that all tenants have access to, the landlord must post the notice/s in the common area. ● Landlords must sign the affidavit included on all tenancy registration forms confirming that the tenant was provided the notice</p>
Tenant right to organize	Previously, the Rent Ordinance did not explicitly grant tenants the formal right to organize.	Tenants in certain properties now have an enforceable right to form tenant associations and engage in organizing activities. Landlords are required to confer in good faith with tenant



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		associations to address issues such as landlord-tenant relations, rent increases, habitability concerns, and other shared interests. For more details, visit the Rent Board's Tenant Right to Organize page .
Planned capital improvements	Previously, landlords could petition for preliminary approval of rent increases for planned capital improvements, but the increases could only be implemented after the improvements were completed.	Landlords may only petition for rent increases after capital improvements have been completed.
Change to tenancy reporting requirements for partially covered units	Previously, owners were only required to submit an annual report and were not obligated to report each new tenancy to the Rent Board.	Owners of partially covered units must now report new tenancies to the Rent Board within 15 days of the tenancy start date. Additionally, owners must update tenancy information annually during the registration cycle.
Annual General Adjustment (AGA) cap	Previously, the Annual General Adjustment (AGA) was capped at 7% .	The maximum Annual General Adjustment (AGA) is now capped at 5% . This means annual rent ceiling increases for fully covered units cannot exceed 5%, regardless of inflation or other economic factors.
Owner Move-In Eviction Relocation Payment Inflationary Adjustments	Previously, the Ordinance allowed the Rent Board to make inflationary adjustments to owner move-in eviction relocation assistance amounts annually, but it did not mandate these adjustments.	The Rent Board is now required to make annual inflationary adjustments to owner move-in relocation assistance amounts .

