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2024 in Berkeley — A Year in Review and Looking Ahead

Dan Lieberman, President, BPOA

As we wrap up another year in the Berkeley rental property scene, it's time for a little reflection on events that have occurred in 2024 and a start on planning for 2025 and what it might bring. As usual, this past year has been one of highs, lows, and a few surprises.

But, all in all, we've weathered the storm (and, here in Berkeley, when it comes to housing, there's always a bit of a storm). Prop 33 was soundly defeated, giving relief to all of us with legacy tenants who worried about the possibility of vacancy control coming back. But Measure BB did pass, and with it a whole host of potential negative consequences. So, let's dive into what's been happening in Berkeley rental housing this year and what we can expect in the months ahead.

Rent and Sales Trends

Let's start with the good news. Berkeley rental housing continues to be in high demand, and even though many owners are currently suffering with (relatively) high vacancy rates, we are likely near the 'peak of pain', as less new supply comes on the market and the existing housing stock continues to get leased up.

According to CoStar, rents will likely continue to decrease through the first quarter of 2025, but then they expect stability and rent growth above 2%. Also, renters are becoming more price conscious, and the high end appears to be suffering the most.

Due to Berkeley's desirability and stable demand (thanks to the university, local food scene, and general quality of life), investors in rental housing have also begun stepping back into the market. We are doing much better than neighboring markets, such as Oakland. The key disconnect is still seller price expectations, as the market has reset significantly from the boom years of 2021-2022.

Looking ahead, I don't expect any drastic changes. Buyers are looking for properties that make sense. And, with interest rates in the 5-6% range, that means higher cap rates.

Operations (and Legislative) Trends

The nose of rent control continues to tighten. Evicting tenants continues to get harder and to take longer. The state has added additional time for tenants to respond when an eviction is filed and ten-

*continued on page 13*

COMING ATTRACTIONS

*For December – February  
Webinar: Key Leasing Trends  
for Residential Rental Properties  
Thursday, December 5, 3:00 PM*

*Event: BPOA & BHRC Holiday Party  
Thursday, December 12, 5:30 PM*

*Event: On-Site Owner Discussion Group  
Thursday, January 23, 2:00 PM*

*How to Keep Property in the Family  
for Multiple Generations  
Thursday, February 27, 3:00 PM*

*See page 14 for details & more events!*

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# Editorial

## Rent Board Goes Fishing

Albert Sukoff, Editor

BPOA Monthly is a regular publication of the Berkeley Property Owners Association, a trade association dedicated to assisting rental housing providers with upkeep and management of residential rental property and coping with Berkeley's rent law.

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Tiffany Van Buren

### Our Office Location:

2041 Bancroft Way, Suite 204  
Berkeley, CA 94704  
Phone 510.525.3666  
Email [bpoa@bpoa.org](mailto:bpoa@bpoa.org)  
Website <http://www.bpoa.org>

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### About the Newsletter

Our articles are contributed on a volunteer basis by members and other interested parties, although we do accept paid advertising. We are always happy to include material submitted by members and welcome suggestions on how to improve our publication.

All articles in this publication represent the author's viewpoint and not necessarily the position of our organization.

Direct comments and material to our Bancroft Way office or to [bpoa@bpoa.org](mailto:bpoa@bpoa.org)

*Several months ago, I came home and there was a Highway Patrol cruiser parked in front of my house. I parked in my driveway and when I got out of the car, a highway patrolman got out of his vehicle and approached me. He had his ticket book in hand.*

*"Excuse me, Sir," he said, "but I have a ticket for you for speeding."*

*"What?" I responded, "I wasn't speeding. Where was I speeding?"*

*"Well, it's a \$350 ticket. It's all made out against you and your vehicle but I haven't signed it yet. Are you sure you weren't speeding?"*

*"Who said I was speeding?"*

*"I don't know. I was just told that we have information that you were speeding."*

*"I assure you I wasn't speeding."*

*"Okay, because you have positively asserted that you were not speeding, I can let it go for now." With that, he left. "Have a good day, Sir."*

*"Yeah, you too."*

*Well, that was weird, I thought. Then, last week, I got a follow-up postcard in the mail which warned me against breaking the speed limits. It said that there was something that I failed to do and that I owed an outstanding balance. It asked that I contact the State to straighten the matter out. I am tempted to do nothing, but fear I am in for more hassle in the future if I do not take care of the situation now. What to do?*

Okay, I made up this story. There was no highway patrolman and there was no speeding ticket. While this is not a true story, it is an apt analogy.

The true story is that I got a bill from the rent board for my house. According to the bill, my house is a partially covered unit and there is a fee due of \$212. In addition, there is a previous fee of \$187 and penalties of \$356. The total due, according to the bill, is \$746. In a cover letter signed by the Executive Director of the Rent Board, it says that the *billing statement is based on the most recent information provided to our office*. It doesn't say who provided the information or why. The mailing from the Rent Board includes a form to be filled out for all partially covered units. It specifies which units are subject to registration and how to claim an exemption.

My house is exempt from the Berkeley rent control ordinance on at least three grounds. It is a single-family home. It is not rented out. It is exempt as new construction as defined in both state and local law.

Because I resented an intrusion on my time asking me to prove that I am not breaking a law which I am not breaking, I ignored the communication from the rent board. Last week, I got an oversized postcard from the rent board. It says:

*Our records show we have not received a response regarding your property. This has resulted in an outstanding balance.*

*Please contact us to update your information and claim an exemption if your property is not being rented.*

*continued on page 18*

# ❖ THE COALITION CORNER ❖

Krista Gulbransen, BRHC Executive Director

The Berkeley Rental Housing Coalition (BRHC)  
is the political and legal voice of Berkeley's rental housing providers.

*The election has come and gone. While votes are still being tallied and races called, let's take a look at where Berkeley's election results stand (as of November 11th).*

## Mayoral Race

This has been a close race. Due to rank choice voting, this race could take a while to finalize but as of November 11, it appears Adena Ishi has pulled ahead of Sophie Hahn and will take position as the new mayor of Berkeley. Since election night, former councilmember Kate Harrison was soundly defeated with only 22.5% of the vote (likely due to her bailing on Council and quitting her seat earlier in the year). Adena Ishii was a slight unknown, but many Berkeley voters were tired of the old establishment (Kate Harrison and Sophie Hahn) so there were many Berkeley residents who worked hard to get Adena elected. She currently sits with 38.2% of the vote to Sophie Hahn's 37.3%. BPOA is excited about the thought of some new blood at the helm of the city.

## District 2 Race (Incumbent Re-Election)

Won overwhelmingly by incumbent Terry Taplin, Councilmember Taplin is well respected in his District as an effective elected leader. We appreciate his willingness to listen to our concerns, especially as it relates to independent rental operators in his district.

## District 3 Race (Incumbent Re-Election)

Incumbent Ben Bartlett won with a resounding 53% of the vote. The remainder of the votes were split between Deborah Matthews (realtor) and John 'Chip' Moore. It is disappointing for us to see that an alternative to Ben did not win the race. We feel it is time for a change in this district.

## District 5 Race (replacing Sophie Hahn who dropped out to run for Mayor)

Shoshana O'Keefe won with a resounding 68.% of the vote. The remainder of the votes went to Todd Andrew (realtor) and Nilang Gor (unknown). Shoshana has good experience with Berkeley politics having sat on important commissions. She is a head computer science teacher at Berkeley High and has a deep love for the city she grew up in. We look forward to working with Councilmember O'Keefe and making her aware of the challenges rental housing provides face in her district.

## District 6 Race (replacing Susan Wengraf)

Brent Blackaby won with a resounding 62.3%. We spent some time on the campaign trail with him and found him to be a thoughtful, well-spoken individual who will likely do well replacing long-time Councilmember Susan Wengraf, who retired. We are grateful for this district's support of both rental housing providers and homeowners.

## Measure BB (City & Tenant Sponsored Initiative)

Unfortunately, we were unable to pull this one off. Although not all votes have been counted by Alameda County Registrar as of this report, the Berkeley Tenants Union has declared victory in a recent press release. Current numbers stand out 52.4% YES and 47.6% NO. It is tough to run a ballot measure campaign in a city like Berkeley where voters overwhelmingly vote for anything that looks good for tenants. We are just a "feel good" town when it comes to doling out tenants' rights. We were grateful for our partners of the National, California and local Realtors Association for joining us in this fight and making a significant contribution to our efforts.

## *We Want to Hear From You!*

*BPOA is considering launching an electronic newsletter. This will help us to better respond to our members needs for relevant industry content.*

*The electronic version would look much like our current newsletter and would be accessed using a website address.*

*We want to know - would this be of interest to you? Would you prefer it to a printed newsletter that is mailed to you?*

*Tell us what you think! Email [bpoa@bpoa.org](mailto:bpoa@bpoa.org)*

*continued on page 11*

## Measure BB passed — What Does That Mean?

Daniel Bornstein, Bornstein Law

### With Competing Ballot Measures in Berkeley, Tenants' Advocates Get Their Wish List Passed

On decision day, voters had to weigh two competing narratives. One balanced measure was backed by the landlord camp and the other was supported by tenants' advocates to advance their agenda. The initiative set forth by tenants' advocates prevailed, namely Measure BB. Let's go over what this means for owners of rental properties in Berkeley.

**Lowers the maximum annual rent increase to 5% from 7%.**

This is a moot point because Berkeley's Annual General Adjustment is set at 65% of the Consumer Price Index and we have not reached this level in decades. It would be a treat for Berkeley owners fully covered by the rent ordinance to raise the rents to 5%, so barring rampant inflation, this is an **academic change**.

**Removes rent control exemptions for units where owners share kitchens or bathrooms if the owner moves in after tenancy begins.**

We think that this flies in the face of state law and hope that this is challenged in courts.

**Imposes new limits on evictions for breaches of the lease.**

It stands to reason that landlords can evict a tenant for a breach of the lease. After all, it is a covenant between two parties, and if the tenant violates their obligations, they can be evicted, right?

Not so fast. Berkeley lawmakers say that the owner must be directly harmed by the breach of the lease through "substantial injury," and that the tenant has been warned in a manner that "any reasonable person could understand it."

There is some ambiguity as to the part of how the owner is directly harmed. For example, if a tenant threatens or harms another tenant without personally harming the owner, can an eviction be pursued for a breach of the lease? We trust that sober-minded judges and juries will see past these semantics and arrive at a fair decision whenever a tenant violates the lease.

**Prohibits evictions for failure to renew a lease.**

Currently, landlords could demand a one-year renewal and if the tenant refuses to sign it, they can face eviction for not signing a "substantially similar" lease. Not anymore. The tenant can elect to sign a month-to-month lease without fear of reprisal.

**Codifies tenants' rights to organize as an association with a simple majority in properties with 10 or more units, or at smaller properties that are managed by property management companies.**

Collective bargaining and procedures to air out grievances are normally associated with labor unions attempting to bring justice and democracy to the shop floor but increasingly, tenants are holding the picket signs. In what was traditionally reserved for workers, it is remarkable to see a growing movement for tenants to unionize, and Berkeley has joined the bandwagon.

Landlords must "confer in good faith" with any newly formed tenant associations, but what does this mean? It means that landlords have to recognize them, come to the table, and hear them out in a constructive dialogue. It does not mean that housing providers have to capitulate to unreasonable demands.

**Prohibits utility charges for leases inked after February 6, 2024, unless the charges are included in base rents and fixed rents "is separately metered in the tenant's name or complies with policies the rent board deems similar metering."**

Ratio Utility Billing Systems — known as RUBS — is a system whereby the property's utilities — water, sewage, electricity, trash collection, waste management, and gas — are proportionally divided based upon a formula that takes into account factors like square footage, number of bedrooms in a unit, and the number of household members. There may be other considerations such as washing machines and dryers in individual units, for example, that are factored into the equation.

Following in the footsteps of Oakland, Berkeley voters have put an end to RUBS.

For leases entered into between February 7th and the effective date of this new regulation, the Rent Board will establish a process to allow owners to petition for an adjustment to the rent ceiling.

**The most pernicious of all: prohibiting evictions for nonpayment of rent if the amount owed is less than one month of Fair Market Value, as determined by HUD.**

We cannot evict due to nonpayment of rent unless the rent debt reaches a certain threshold is reached. Take, for instance, a one-bedroom apartment with a Fair Market

*continued on page 14*

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## Excerpt from California Voters Pass Prop. 34 Health Care Spending Rules

Marisa Kendall, Calmatters, November 20, 2024

Prop. 34 is about healthcare spending. But it will also likely quash the controversial AIDS Healthcare Foundation's fight for rent control.

It was one of the closest and most confusing races among the statewide ballot measures, but the votes are finally in: Californians have accepted new rules restricting how health care providers spend money.

In passing Proposition 34, which squeaked by with just 50.8% of voters saying "yes," Californians also have potentially knee-capped one of the biggest players in the fight for statewide rent control. The Associated Press called the race on Wednesday, more than two weeks after Election Day. It was the last of the 10 ballot measures decided.

Prop. 34 creates new rules regarding how some California health care providers spend revenue they make selling pharmaceuticals via a particular federal program, requiring them to spend 98% of revenue on direct patient services. What's not explicitly mentioned in the measure's text is that it appears only one organization would be affected by the change: The AIDS Healthcare Foundation, which has bankrolled three unsuccessful pro-rent control ballot measures.

"For years, healthcare corporations have misused billions in taxpayer funds meant for patients to fund pet projects, and wasted it on things like luxury condos, CEO bonuses, naming rights on sports stadiums and political campaigns," the Yes on Prop. 34 campaign said in a statement. "With the passage of Proposition 34, California voters have taken action to close the loophole that allows for this abuse and misuse of public funds."

The Yes campaign declared victory almost a week before the AP called the race.

But it's telling that even though the Yes campaign vastly outspend the opposition, the measure just barely passed, said Susie Shannon, campaign manager for No on 34.

"The voters just believe what they're going to believe," she said. "You have to do the best with the resources that you have to fight against these things, particularly when they're funded by corporations that seem to be a bottom-

less pit in terms of how much money they have."

The California Apartment Association, which opposes allowing rent control to expand, contributed \$44 million to the Yes campaign.

Under the leadership of the controversial Michael Weinstein, the AIDS Healthcare Foundation, which provides health care in California and beyond for patients with HIV and AIDS, has become a big player in state and local housing politics. It also owns affordable housing developments in Los Angeles' Skid Row, where tenants have complained about habitability and health issues.

Prop. 34 could force the AIDS Healthcare Foundation out of housing advocacy, leaving a noticeable hole in the fight for statewide rent control reform.

The AIDS Healthcare Foundation so far has sponsored three failed ballot measures to allow for the expansion of rent control in California (the third was this year's Proposition 33, which was rejected by 60% of voters). If the foundation backs out of that fight, it's unlikely anyone else will take its place, said Sharon Rapport, director of California state policy for the Corporation for Supportive Housing. Sponsoring a rent control ballot initiative is both

expensive and politically fraught, as it's guaranteed to alienate the powerful landlord lobby.

"I don't know if too many organizations have the will and the funding to be able to put it on the ballot," Rapport said. Her organization hasn't taken a position on the proposition.

But Shannon says the tenants' rights movement won't be derailed so easily.

"You have some setbacks, but these movements really do live on," she said, "and if they think this is in any way going to keep advocates from moving forward with this movement, they have another think coming."

*By CalMatters, the only nonprofit newsroom devoted solely to covering issues that affect all Californians. Sign up for WhatMatters ([calmatters.org/subscribe-to-calmatters/whatmatters](https://calmatters.org/subscribe-to-calmatters/whatmatters)) to receive the latest news and commentary on the most important issues in the Golden State.*

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*The AIDS Healthcare Foundation so far has sponsored three failed ballot measures to allow for the expansion of rent control in California (the third was this year's Proposition 33, which was rejected by 60% of voters).*

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## S.F. Rents Up Again; Not So Much in Oakland

Christian Leonard, San Francisco Chronicle, November 19, 2024

### ***Oakland's rents, though rising a little in recent months, have fallen faster than nearly any major city in the United States, the data shows.***

Rent prices in San Francisco are climbing again, but across the bay in Oakland, rents are still getting cheaper — though that could shift in the coming year.

The trends mark a notable divergence for the cities, which since the pandemic have generally seen similar changes in their median rent prices, according to data from Apartment List. But from October 2023 to October 2024, San Francisco's median asking rent for a one-bedroom unit has risen by about 1%, to roughly \$2,740. In Oakland, rent has dropped by nearly 6% over the same period, to \$1,790.

Oakland's rents, though rising a little in recent months, have fallen faster than nearly any major city in the United States, the data shows. The one exception is Austin, Texas, which saw a boom of apartment construction after the pandemic began. Both cities stand in contrast to a 1% decline in rent prices nationwide, which Apartment List attributed in a report to a surge of new apartments in many major U.S. cities.

National rent costs are still higher than they were before the pandemic — as they are in some Bay Area cities such as San Jose — but the opposite is true for San Francisco and Oakland.

Oakland's relatively high vacancy rate — the percentage of rental units that are unoccupied — means there's less competition for apartments, forcing landlords to lower rents or offer discounts to attract tenants. Apartment List estimated that about 8% of rental listings in Oakland buildings with at least 10 units were vacant in October, about twice the rate of San Francisco.

Oakland's apartment construction pipeline benefited from a glut of permits in the years leading up to the pandemic, which resulted in a peak of nearly 4,200 rental units coming online in 2021. The next year, an additional 3,400 were completed. That surge of supply, combined with a population drop early in the pandemic, has continued to suppress rents.

Many of the new high-rises were built in and around Oakland's downtown and Uptown neighborhoods. Data from real estate brokerage company Zillow, which estimates rents by ZIP code, indicates prices in those areas have dropped the fastest. Zillow uses listings on its site to estimate rent trends, while Apartment List bases its estimates on U.S. Census Bureau data.

But the trend might not last. Oakland development has slowed dramatically, with the city permitting fewer than 800 rental units in 2023, down from 2,100 in 2022 and 1,900 in 2019. Elevated interest rates make it harder for developers to line up funding for their projects, and some experts predict the nationwide building boom will subside after next year. And Oakland's flatter rents themselves have caused some investors to look for more profitable ventures elsewhere.

If housing development in Oakland does wind down — and if demand for apartments in the city returns in sufficient force — prices could go back up. Some

developers suggest the slight increase in San Francisco rents is due to the rise of AI jobs creating more competition for homes there, a phenomenon that could ripple into rising demand for Oakland apartments.

A mixture of lower rents and higher household incomes has resulted in generally lower housing costs for Oakland tenants. A household making about \$97,000 a year — the median household income in 2023, according to estimates from the U.S. Census Bureau — would spend just over a quarter of its income on rent, assuming a median monthly payment of \$2,145 for a two-bedroom unit.

In 2019, when the median household income was \$82,000 and the median rent for a two-bedroom was \$2,899, that cost would have come out to more than 40% of its income.

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*Apartment List estimated that about 8% of rental listings in Oakland buildings with at least 10 units were vacant in October, about twice the rate of San Francisco.*

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Tiffany Van Buren, BPOA Deputy Director

## Managing Early Lease Terminations in Berkeley: A Guide for Rental Housing Providers

Early lease termination is a common challenge for rental housing providers. Whether a tenant breaks their lease due to unforeseen circumstances or changes their plans, housing providers must navigate the legal and practical aspects of the situation. While California law outlines specific protections for renters in particular instances, housing providers also have rights and responsibilities.

This guide explores early lease termination, the potential financial consequences for renters, and the rights and responsibilities of housing providers.

### When Tenants Can Terminate a Lease Early Without Penalty

California law (CIV § 1946.7) allows renters to break their lease early without financial consequences, but only under specific circumstances. Rental housing providers should be aware of the following:

#### 1. Active Military Duty:

Tenants called to active military service for 90 days or longer can terminate their lease under the Servicemembers Civil Relief Act (SCRA). The resident must provide written notice and a copy of military orders. The lease ends 30 days after the following rent due date.

#### 2. Landlord Breach of Lease:

If the housing provider fails to maintain the property's habitability or violates renter rights (e.g., harassment, retaliation, unauthorized entry), a renter may legally terminate their lease without penalty.

#### 3. Domestic Violence, Stalking, or Abuse:

Survivors of these situations can terminate their lease under Civil Code §1946.7 by providing written notice and appropriate documentation, such as a restraining order or police report.

#### 4. Uninhabitable Conditions/Constructive Eviction:

Under California law, constructive eviction is closely tied to the **implied warranty of habitability**, which requires landlords to maintain rental units in a livable condition. California Civil Code § 1941.1 specifies minimum habitability standards, such as:

- Working plumbing, electricity and appliances
- A weatherproof and structurally safe building
- Functioning heating and water systems
- Trash receptacles and removal

Here are some examples of situations likely to be interpreted as constructive eviction:

- Lack of basic utilities (heat, water, electricity)
- Unsafe structural conditions
- Pest infestations
- Mold or other health hazards
- Persistent, unresolved issues like plumbing leaks or roof damage

If a landlord violates these standards and fails to remedy the situation after notice, the tenant may claim constructive eviction. The tenant may terminate the lease without penalty if constructive eviction is established.

#### 5. Illegal Units:

If the rental unit is found to be illegal or unpermitted (e.g., it does not meet local zoning or habitability requirements), renters can terminate their lease without penalty.

#### 6. Mutual Agreement:

Housing providers and renters can agree to terminate the lease early. Parties should document this arrangement in writing to avoid misunderstandings.

### Financial Consequences When Tenants Break a Lease Without Valid Cause:

If none of the above situations apply, renters who terminate their lease early may face financial consequences. These include:

#### 1. Ongoing Rent Obligations:

Renters are responsible for paying rent until the lease ends or the housing provider re-rents the unit, whichever comes first.

#### 2. Reletting Costs:

Landlords can charge tenants reasonable costs associated with re-renting the unit, such as maintaining utilities and advertising fees.

#### 3. Security Deposit Use:

Unpaid rent or other damages resulting from early termination can be deducted from the tenant's security deposit. Housing providers must provide an itemized statement within 21 days of move-out.

#### 4. Potential Legal Action:

In extreme cases, landlords may need legal action, such as Small Claims Court, to recover unpaid rent or damages.

*continued on page 9*



## Managing Early Lease Terminations in Berkeley

### Negotiating an Early Termination Settlement Agreement

While Berkeley law (BMC 13.78.017) prohibits lease-breaking fees as a pre-determined penalty, the Ordinance does not prohibit negotiations between housing providers and renters in determining an early termination settlement agreement. This option can simplify the process for both parties.

### Why Consider an Early Termination Settlement?

#### 1. Certainty:

Some renters prefer a known and agreed-to figure over the uncertainty of ongoing rent payments until the unit is re-rented.

#### 2. Cost Recovery:

An early termination settlement allows rental housing providers to recover potential losses, such as lost rent or reletting expenses. Additionally, it can be a strategic opportunity when you know the unit will require renovations or updates. For example, receiving two months' rent during the off-season can provide the resources needed to prepare the property for a higher market rent before re-entering the marketplace.

#### 3. Streamlined Process:

Negotiating a settlement provides a clean break, avoiding disputes or prolonged discussions about costs.

### How to Negotiate an Early Termination Settlement

#### 1. Discuss Fair Compensation:

The settlement should be based on estimated actual costs, such as lost rent, maintaining utilities, and advertising expenses.

#### 2. Document the Settlement Agreement:

Put the agreed-upon amount, move-out date, and any conditions in writing.

#### 3. Avoid Penalties:

Ensure the amount reflects actual costs to avoid violating California's prohibition against punitive lease-breaking fees.

### Rental Housing Provider Responsibilities in Early Lease Termination

Housing providers have legal obligations when managing early lease terminations:

#### 1. Duty to Mitigate Damages:

Housing providers must make reasonable efforts to re-rent the unit promptly, including advertising and showing the property to prospective tenants.

#### 2. Fair Treatment:

Housing providers should treat renters professionally and without retaliation, even if they break the lease for non-valid reasons.

#### 3. Adherence to Security Deposit Laws:

Standard move-out protocols apply. You must offer a preliminary inspection and leave a copy of the inspection report with the renter.

If housing providers deduct unpaid rent or other damages from the security deposit, they must provide an itemized statement within 21 days of move-out.

#### 4. Control Over Reletting:

Housing providers should retain control over finding new tenants to ensure compliance with fair housing laws and screening practices.

### Best Practices for Rental Housing Providers

#### 1. Include Clear Terms in the Lease:

Outline the process for early termination, including potential costs and required notice, to avoid disputes.

#### 2. Communicate Early and Often:

Discuss options with renters as soon as they indicate they may need to break the lease. Open communication can lead to mutually agreeable solutions.

#### 3. Evaluate Costs vs. Benefits:

Consider whether negotiating a termination settlement agreement may be more practical than ongoing rent payments.

#### 4. Document Everything:

Maintain records of communications, re-leasing efforts, and costs to protect your interests and comply with the law.

### In Conclusion

Managing early lease terminations requires a thoughtful approach that combines empathy, professionalism, and compliance with legal requirements. These situations can be managed efficiently and with minimal disruption by recognizing the circumstances under which tenants can terminate a lease without penalty, negotiating fair solutions when appropriate, and meeting your obligations as a rental housing provider.





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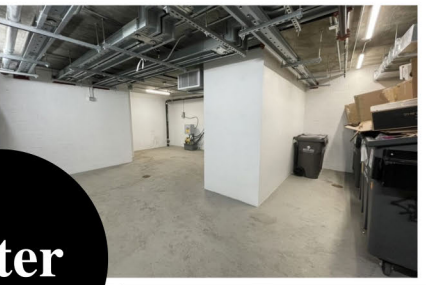
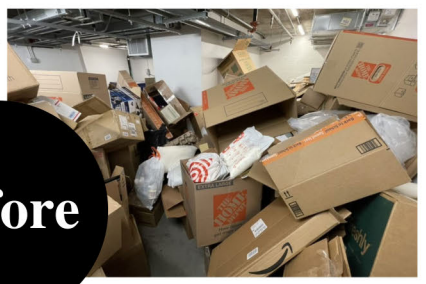


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SCAN ME

**Measure CC (BRHC sponsored initiative)**

While we did not get overwhelmingly defeated as we did on our ballot initiative in 2016, we have been clearly defeated. Current numbers stand at 64.9% NO and 35.1% YES.

The Berkeley Rental Housing Coalition is the political and legal arm of the BPOA. We fight against unbalanced, unfair, and poorly thought-out rental housing policy. To support this work, please consider upgrading your membership. The BHRC employs the feet-on-the-ground who hold the elected officials' feet to the fire. To lend your support, contact Executive Director Krista Gulbransen, [krista@bpoa.org](mailto:krista@bpoa.org) or (510) 304-3575.



**QUOTE OF THE MONTH**

*You cannot go back and change the beginning but you can start where you are and change the ending.*

— C.S. Lewis



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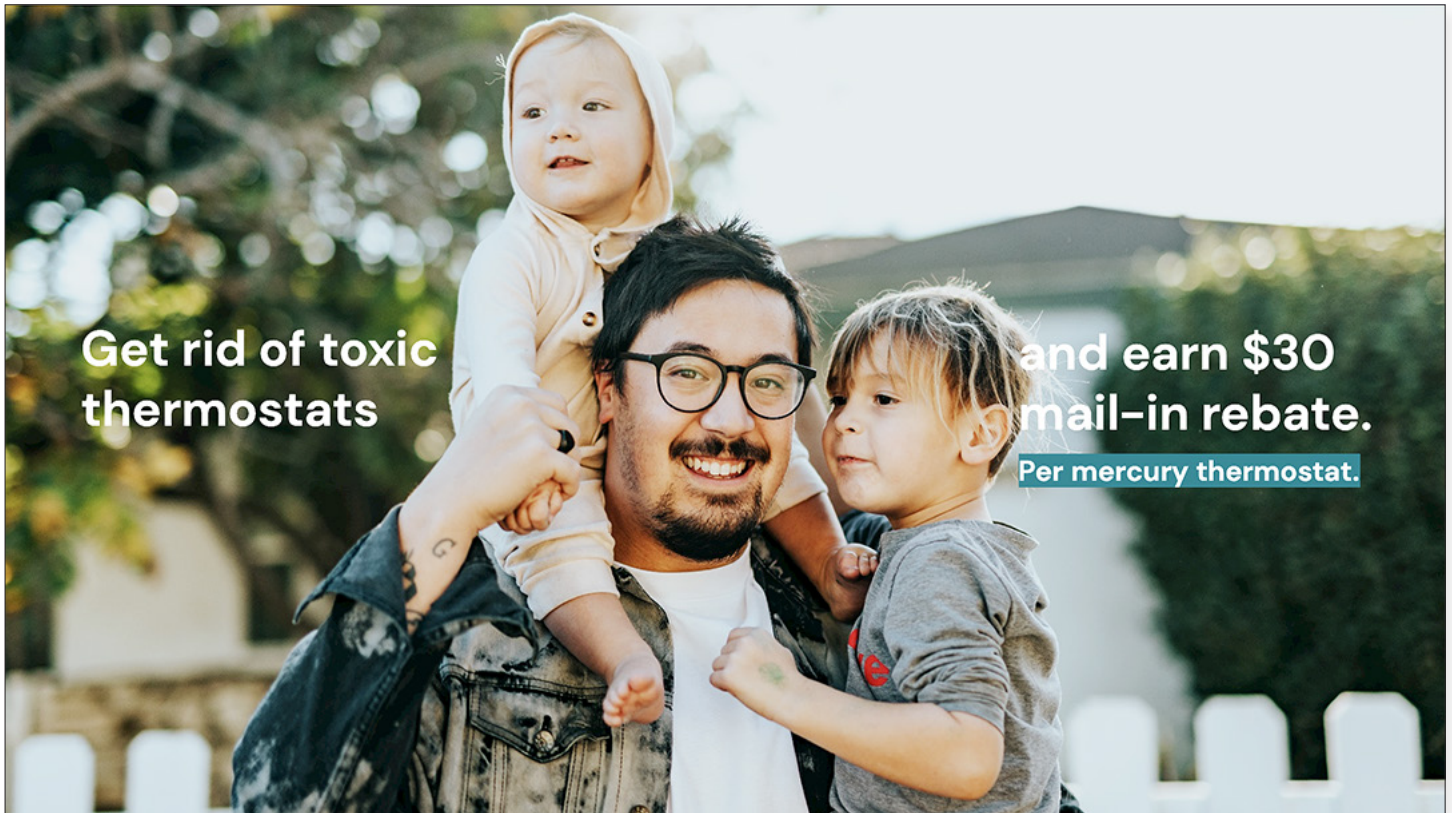
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## Public Service Announcement

thermostatcare.org

### Protect Your Property and Health When Upgrading to Energy-Efficient Thermostats



Get rid of toxic  
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mail-in rebate.

Per mercury thermostat.

Are you upgrading your property to more energy-efficient appliances? If you're replacing your old thermostat with a smart thermostat, chances are that the old thermostat contains liquid mercury, especially if it was manufactured before 2006.

#### **The Silent Threat: Understanding Mercury Exposure**

Mercury, a toxic heavy metal, can be found in older thermostats as a key component of the temperature control mechanism. When these thermostats age or break, they pose a significant risk of releasing mercury vapor. Inhalation of mercury vapor can have detrimental effects on both immediate and long-term health, making it crucial to address this potential threat proactively.

#### **Take Control: Steps to Ensure Safety**

##### **Step 1: Replace Your Mercury Thermostat with a New, Safe Model**

Upgrade your thermostat to a modern, digital model that does not contain mercury. These newer thermostats offer precise temperature control, energy efficiency, and peace of mind knowing that your property is free from the risks associated with mercury.

To learn how to safely replace your old thermostat, visit [thermostatcare.org](https://thermostatcare.org).

##### **Step 2: Safely Dispose of Your Mercury Thermostat at a Drop-Off Location**

Once you've replaced your old thermostat, it's crucial to ensure proper disposal of it. Go to <https://thermostatcare.org/> to find the drop-off location nearest you in California.

At the drop-off location, fill out a form and place it in the bag with your old mercury thermostat. The bag will then be processed and the \$30 mail-in rebate will be sent to you.

##### **Join the Movement: Spread Awareness and Take Action**

By learning about the risks associated with mercury thermostats and sharing this knowledge with others, you can promote a safer living environment for all. Encourage friends, family, and neighbors to check their thermostats, replace them with newer models, and responsibly dispose of old mercury thermostats at nearby drop-off locations.

*Thermostat Care is a stewardship program that was tasked by the California Department of Toxic Substances Control to safely dispose of mercury-containing thermostats to protect human and environmental health in the state. We form partnerships across the state to remove mercury thermostats from circulation and send them to a safe containment facility.*

ants are now even more strongly encouraged to get legal counsel (which you are paying for). This has caused the price of getting a tenant out (in both dollars and time) to skyrocket, even when the owner is totally in the right. Tenant attorneys have been negotiating waivers of back rent, payments to tenants to move, and requiring neutral references (so the problem can be passed on to the next owner — and the attorney can be hired once again).

Owner requirements for documentation have now increased when it comes to security deposits. In general, you must carefully document the damage, both with photos, and with other documentation. Although these practices are not too different from what you should have been doing, the burden of proof for deducting funds from a security deposit has now squarely fallen onto the property owner.

Insurance continues to be a major issue and cost for owners. Hopefully, the legislature has gotten the message and insurance will once again become more competitive. However, I would not expect rates to fall substantially from where they are now. Construction costs have skyrocketed and litigation costs continue to increase. But at least coverage will be available and that should help mitigate costs.

### Looking forward to 2025

I'm cautiously optimistic about the year ahead. Based on the recent elections, including recalls, it is my hope that we've hit peak 'progressive' politics and that might allow us to negotiate saner housing policies going forward. The sound defeat of Prop 33, and the probable passage of Prop 34 should hopefully send a message to legislators that the people do not want these extreme policies (one can hope, anyway).

Although the rent board continues to be an extreme tenant protection organization, rather than what it was originally intended to be (an enforcement mechanism for rent control laws), I do hope the city council will start to see them for what they are (a very biased organization) and not continue to accept their recommendations as necessarily good for Berkeley housing policy. It is our job to help on this front.

My recommendations going into next year:

1. Try to stay out of the legal system. Work things out with your tenants if you can. The legal system, as currently structured, is strongly against you. So, best to let common sense prevail, even if it costs you a little.
2. Document everything. Keep detailed records of all tenant communications to ensure you can defend against any challenges.
3. Keep your property maintained. Habitability is a very common defense, both in eviction claims and rent increase disputes. Make sure your properties meet standards for safety, cleanliness, and overall livability. Berkeley has an increased scrutiny of landlord responsibilities, so it is incumbent upon you to meet their standards.

In the end, despite the challenges we've faced and the unpredictable nature of the market, there's a lot to look forward to in 2025. Make sure you become familiar with the new laws and requirements that are going into effect in 2025 and utilize the resources of BPOA. Berkeley's multifamily housing market is evolving, and with it, opportunities will continue to emerge.

Here's to a prosperous year ahead!

## Join Us for Quarterly Social Mixers with Fellow Members

<https://www.bpoa.org/events/>

DATE	TOPIC
Thursday, December 5, 3:00 PM	Webinar: Key Leasing Trends for Residential Rental Properties
Thursday, December 12, 5:30 PM	Event: BPOA & BHRC Holiday Party
Thursday, January 23, 2:00 PM	Event: On-Site Owner Discussion Group
Thursday, February 27, 3:00 PM	How to Keep Property in the Family for Multiple Generations

*Missed a webinar? Members can visit our On-Demand Library to watch playback recordings of past webinars, available one week after the live stream. Please note that some recordings are available for a limited time of just two weeks, so be sure to catch them before they expire!*

# Global Warming Denial

## Mark Tarses: Landlording with Mark

It seems that there are a lot of landlords here who are in denial about global warming. This shouldn't be a partisan political issue, but for some people it is. Global warming is already creating some expensive problems for California landlords. Worse is to come. Global warming is going to adversely affect every property owner in California. The most obvious evidence of this is the number of insurance companies that have left the state or announced that they will not be renewing policies in California when the current ones expire. It seems like everyone has heard about this, but some people don't think it will affect them personally. I have heard people say that they aren't worried about losing their insurance because: 1. My property is not in a fire zone, like up in the hills or 2. I have had the same insurance carrier for 20 years. I have never filed a claim. They wouldn't cancel the insurance of someone like me. Insurance companies are cancelling policies in California not to increase their profits but to cut their losses. After all, there's no profit to be made on a cancelled insurance policy. In 2023, the U.S. insurance industry lost \$25 billion dollars on property insurance, its worst underwriting loss of this century. That was more than double the industry's loss in 2022. Collectively, property insurance companies lost money last year in 1/3 of all states, but by far, the 2 most unprofitable states were Florida and California. In Florida, the problem is storms: hurricanes, tornados, tropical storms, etc. Here in California, it is wildfires. Because the industry is losing money in California, 7 of the 12 biggest property insurance companies in the U.S. have either stopped selling property insurance in California or have placed expensive restrictions on new policies. The 7 include: Allstate, State Farm, Farmers, USAA, Travelers, Nationwide, and Chubb.

Let's not wind up like Florida. In Florida, global warming denial is a matter of state policy. In May, Governor Ron DeSantis signed a new Florida law banning the term 'global warming' in official state documents. The wide-ranging new law makes a number of changes in Florida's energy policy. The law gives preferential treatment to natural gas over solar and wind energy. It bans offshore wind energy, even though there are no wind farms now or being planned for Florida's coast. The bill deletes the phrase 'climate change' from state documents. The law orders state agencies to stop buying products that are advertised

as 'climate friendly'. The bill also gets rid of a requirement that state-purchased vehicles should be 'fuel efficient'. DeSantis said in a post of 'X' that: "Florida rejects the designs of the left to weaken our energy grid, pursue a radical climate agenda, and promote foreign adversaries." DeSantis said that the new law would protect the state from "green zealots". As a result of policies like these, the state government isn't doing any of the things the insurance industry wants done to reduce future losses due to global warming.

What can you do to reduce your chances of having your insurance cancelled due to global warming? Speak to your insurance agent. They know what insurance companies want and what their clients can do to reduce their chances of getting their insurance cancelled. Don't put off doing things that your insurance company would like you to do until your policy is cancelled.

from page 4

### Measure BB

Value of \$2,230 but the rent is below that, at \$1,700. We can't evict if the tenant misses a month of rent because they don't owe the \$2,230 necessary.

This punishes affordable housing providers and is even more painful for landlords with tenants in low-income and subsidized housing. An easy example: A tenant is in Section 8 housing being rented for \$1,000 a month and the tenant is responsible for paying \$200. The Fair Market rate is \$1,200. The tenant can evade payments for several months until their rent arrears reach \$1,200.

#### Other provisions

Under current law, owners must file eviction notices and legal complaints with the Rent Board within 10 days. Now, the required notice must be filed within 3 days.

Owners must also notify tenants of their rights under the rent ordinance, and of any exemptions they claim, within 15 days of move-in. We are awaiting a new notice created by the Rent Board. Finally, we remind Berkeley landlords of the importance of complying with registration requirements to avoid penalties.

# CalRHA Policy Update December 2024

## California Rental Housing Association

In a significant victory for California rental housing providers, Proposition 33 has failed, marking the third defeat for Michael Weinstein of the AIDS Healthcare Foundation, who previously backed similar rent control expansion initiatives, Propositions 10 and 21. This year, Proposition 34 adds another challenge for Proposition 33 proponents by limiting future funding for political activities, such as financing rent control ballot initiatives. If the current vote count holds, it would represent another victory for California housing providers. However, the margin on Proposition 34 has recently tightened to just 50.8% in favor.

Overall, at this time, just 6 of the 10 initiatives are currently passing, including \$10 billion bonds for school construction and climate change, and Proposition 36, which is the tough on crime ballot initiatives that increases charges and sentences for certain drug and theft crimes.

### Initiative Outcomes

- **Proposition 2:** Authorizes Bonds for Public School and Community College Facilities — Yes 58.2% / No 41.8%
- **Proposition 3:** Constitutional Right to Marriage — Yes 62.4% / No 37.6%
- **Proposition 4:** Authorizes Bonds for Safe Drinking Water, Wildfire Prevention, and Protecting Communities and Natural Lands from Climate Risks — Yes 59.3% / No 40.7%
- **Proposition 5:** Authorizes Local Bonds for Affordable Housing and Public Infrastructure with 55% Voter Approval — Yes 44.5% / No 55.5%
- **Proposition 6:** Eliminates Constitutional Provision Allowing Involuntary Servitude for Incarcerated Person — Yes 46.4% / No 53.6%
- **Proposition 32:** Raises Minimum Wage — Yes 48.9% / No 51.1%
- **Proposition 33:** Expands Local Governments' Authority to Enact Rent Control on Residential Property — Yes 39.5% / No 60.5%
- **Proposition 34:** Restricts Spending of Prescription Drug Revenues by Certain Health Care Providers — Yes 50.8% / No 49.2%

- **Proposition 35:** Provides Permanent Funding for Medi-Cal Health Care Services — Yes 67.6% / No 32.4%
- **Proposition 36:** Allows Felony Charges and Increases Sentences for Certain Drug and Theft Crimes — Yes 68.8% / No 31.2%

### Legislative Races

Votes continue to be counted, but if the results hold, there would be a Republican pick-up in the State Senate, bringing the Democrat / Republican split to 30-10, after Senator Alvarado-Gil changed from Democrat to Republican earlier this year. If results hold in the State Assembly with an increase of two Republicans, the split in the Assembly would be 60-19. Republican and former Assembly Member, Vince Fong, is now in the U.S. Congress and

Governor Newsom is expected to call a special election to fill this seat, Assembly District 32. Regardless, Democrats still have a solid supermajority in both houses.

Most incumbents were reelected, and four Assembly Members ran for and were elected to the California Senate. Furthermore, at least three additional Senate districts will be represented by women, up to 21, and 38 of the 80 Assemblymembers will be women. Those numbers could grow to 60 of the 120 seats represented by women, once all

ballots are counted.

### Close Senate Races

- In Senate District 37, Republican Choi leads with 50.9% of the vote over Democrat incumbent Josh Newman. The split is 224,427 votes to 216,922. This may be a Republican Party pick-up.
- In Senate District 35, Moderate Democrat Laura Richardson is leading over Democrat Michelle Chambers with 50.5% of the vote.

### Legislative Update

In response to Trump winning the Presidential election, Governor Newsom called a special session to protect California values. The plan is for a \$100 to \$150 million appropriation to the Attorney General for potential federal litigation.

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*In a significant victory for California rental housing providers, Proposition 33 has failed, marking the third defeat for Michael Weinstein of the AIDS Healthcare Foundation*

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# Electric Vehicle Financial Incentives for 5+ Unit Buildings

By Bryce Nesbitt, Obviously Inspects

A Significant New Funding Opportunity is Now Available for 5+ Unit Multifamily Buildings to Support Slower, “Overnight” Electric Vehicle Charging. the Application Window for the “Communities in Charge” Program Opened on November 14, 2024, and Will Close on January 31, 2025.

The Program Offers Cost Reimbursement of up to 100%, Covering Expenses Such as Repairs or Upgrades to Electrical Systems, Including Those Already Due for Replacement. Securing a Building Permit is Highly Recommended to Maximize the Chances of Receiving Funding.

This incentive exists partly because California now generates nearly all of its mid-day electricity from renewable sources. On some days, there’s even excess solar power (look up the “duck curve” for visual examples). By installing chargers where vehicles are parked and idle during the

day, this surplus energy can be utilized directly, reducing the need for storage or export.

For more information see [www.thecommunitiesincharge.org](http://www.thecommunitiesincharge.org) The “EV Charging For All Coalition” is a California based non-profit that works with state-based organization to advocate for EV Readiness building codes. If you are interested in advancing multi-family charging efforts, go to [www.acterra.org](http://www.acterra.org)

It’s worth noting that used electric vehicles are now eligible for tax credits (though this policy could change quickly under the incoming federal government administration). Currently, a significant number of off-lease EVs are entering the market, leading to an expected drop in prices as supply increases. This trend could result in more tenants arriving with EVs and seeking charging options.

## Modern Tenant Amenities: Direct-To-Tenant Billing for Electric Vehicles

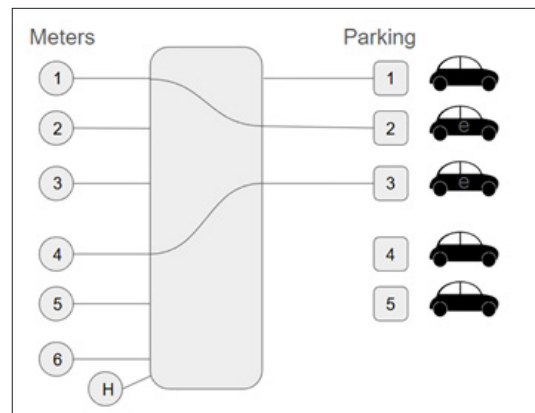
By Bryce Nesbitt, Obviously Inspects

Tenant Amenities Have Evolved Over Time — from Wall-To-Wall Carpeting, Trash Compactors, and Color Tvs in Lobbies to Granite Countertops, Pre-Wired Internet, Pet Relief Areas, and in-Suite Laundry. Where Electric Vehicle Charging Fits Into This Progression Remains to Be Seen. However, with Evs Making up 25% of New Car Sales in California — and Likely an Even Higher Percentage in the Bay Area — it’s Clear We’ll Find Out Soon Enough.

With Numerous Options and Companies Competing for Apartment Owners’ Attention in the Ev Charging Space, This Article Focuses on the Direct-To-Tenant Billing Approach. in This Setup, Charging Power is Drawn Directly from Tenants’ Electrical Meters, Allowing Them to Charge Their Vehicles on-Site. This Method Keeps the Property Operator Out of the Payment Process and Enables Income-Qualified Tenants to Apply Discounts Like Care or Fera to Their Electricity Use.

This approach differs from the traditional shared charger model offered by providers like ChargePoint. With shared charging, tenants must wait for an available station, move their car, initiate a charging session via an app with credit card billing, and then relocate the car afterward to avoid idle fees — essentially playing a game of “musical cars.” In contrast, direct-to-tenant billing simplifies the process: tenants simply plug in and charge without the hassle.

**How to do I wire my existing apartment building?**  
Any electrician can connect tenant meters or subpanels to parking spots, making this a functional but somewhat limited solution in terms of flexibility.



At my company, we provide a switch box that enables flexible reassignment and easy management. As parking leases for electric vehicles change, chargers can be seamlessly reassigned to the corresponding meter. This solution is ideal for starter systems as well, allowing just a few parking spots to be wired initially while maintaining adaptability for future needs.

**Is an electrical service upgrade required?**

Probably not. With direct-to-tenant charging, cars are typically parked and charged slowly overnight when the

*continued on page 17*



building’s power demand is low. Additionally, charging limits can be set to manage usage effectively.

However, certain older fire prone electrical equipment is unsuitable for expanded use, and a proper electrical inspection is crucial to identify existing weak spots.

### Are there monthly fees?

The direct-to-tenant approach has no ongoing fees and no cellular or Wi-Fi connection is required or used.

### Wrapping Up

There are a variety of solutions for EV charging as an amenity, but direct-to-tenant-meter is the way the State of California is moving the market: new apartment developments permitted after January 1st, 2026, with dedicated parking spots “shall be provided with a dedicated branch circuit connected to the dwelling unit’s electrical panel” (Cal Green §4.106.4.2.2)

### What about just hanging a cord out the window?

A tenant EV can be charged from a regular household outlet such as using a cord hanging out their window. But having dedicated charging is safer and provides more effective charging experience.

*Bryce Nesbitt, Obviously Inspects, is a property inspector, EV charging designer, and grant writer. He can be reached at 510-383-6663 or bryce2@obviously.com*

# Geography Quiz III: Place Names

1. Ten of the world’s countries have four-letter names. Name eight.
2. Denmark is the easy one. Name three other countries which begin with D.
3. There are no counties beginning with two letters of the alphabet. Which two?
4. Which six U.S. states are named for European royalty?
5. Besides plain old Guinea, what are the three other countries with Guinea in their names?
6. There are six countries in central Asia with names ending in “STAN”. Name five.
7. There are 14 countries with names ending in “LAND”. Name ten.
8. New York City, New York is easy. There are a couple dozen other well-known U.S. cities which incorporate the name of the state in the name of a city. Name a half dozen.
9. What is the only state which can be spelled out using only a single row on the standard QWERTY keyboard?
10. There are 28 US states which begin with one of only five letters of the alphabet. Name these letters?

answers on page 18



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*Timely action is important to keep our records accurate and avoid any further complications.*

I am not the only Berkeley homeowner who has been subject to this harassment. BPOA has gotten numerous complaints from others so treated. According to Berkeley-side, *the issue stems from incorrect rental registration bills the Berkeley Rent Stabilization Board sent to 2,400 homes last year.*

What is more than annoying about this witch hunt on the part of the rent board is that the property was actually billed. A polite inquiry as to rental status may have been appropriate. However, with no evidence, actually assessing a fee, a back fee and penalties is just plain outrageous.

Understand that an outstanding balance on a property-based debt to the government is ultimately subject to a lien against the property. Is this what they mean by *further complications*? I am not sure what the rent board intentions are, but the threat of a lien is implicit in their actions. This is unconscionable.

My gut says ignore this unwelcome intrusion into my life but I think there is a proverbial bud to be nipped here. I sent the rent board an email exerting my exemption in a single sentence. I will not fill out their form and I will not swear to anything under penalty of perjury. My house is newly-built, owner-occupied and has never been rented. If they would like to prove otherwise, let them have at it.

## Geography Quiz III Answers

1. The ten are **Chad, Cuba, Fiji, Iran, Iraq, Laos, Mali, Oman, Peru** and **Togo**.
2. **Dominica, Dominican Republic** and the toughie, **Djibuti**.
3. **W** and **X**. (Wales doesn't count; it is part of the United Kingdom.)
4. **Maryland, North Carolina, South Carolina, Virginia, West Virginia** and **Louisiana**.
5. **Guinea Bassau, Equitorial Guinea** and **Papua New Guinea**.
6. **Afghanistan, Kazakstan, Kirgistan, Pakistan, Tazikistan** and **Uzbekistan**.
7. **Iceland, Greenland, England, Scotland, Ireland, Northern Ireland, Netherlands, Finland, Poland, Switzerland, Somaliland, New Zealand** and the **Solomon Islands**.
8. These are pretty well-known cities: **Jersey City, Indianapolis, Oregon City, Iowa City, Oklahoma City, Kansas City, Idaho Falls** and **Colorado Springs**. One might also include **Texarkana** in Texas and **Texarkana** in Arkansas. Additionally, these places also exist: **Alabama City, Arizona City, Arkansas City, California City, Colorado City, Delaware City, Florida City, Idaho City, Illiopolis, Maryland City, Minnesota City, Mississippi City, Missouri City, Montana City, Nebraska City, Nevada City, New York Mills, Tennessee Ridge, Texas City, Virginia City, Virginia Beach, Wisconsin Dells** and **Wisconsin Rapids**.
9. **Alaska**.
10. They are **M** (8 states), **N** (8 states), **A** (4 states), **I** (4 states) and **W** (4 states). That's 56% of all the states. There are also two other letters which begin the names of three states each, so 68% of all states begin with one of seven letters. The name of no state begins with any of the following: **B, E, J, Q, X, Y** or **Z**.

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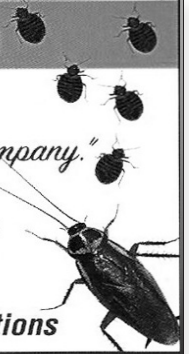
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