



Rent Stabilization Board

November 19, 2008

Re: 2009 Annual General Adjustment Order and security deposit interest information

Dear Berkeley Tenant:

The Berkeley Rent Stabilization Board has published the 2009 Annual General Adjustment (AGA) Order for all qualifying tenancies. Beginning January 1, 2009, this AGA Order adjusts rent ceilings upward by **2.7%**, which, in accordance with Berkeley Municipal Code section 13.76.110, is equal to 65% of the increase in the Bay Area CPI for the last fiscal year. The full text of the AGA Order is available on our website at www.ci.berkeley.ca.us/rent or at our office.

If your tenancy started in 2008, the landlord is not eligible for the 2009 AGA. As with past AGA Orders, landlords are not permitted to round increases up to the nearest dollar. The apparent 2008 lawful rent ceilings for rent-controlled units are available on our website.

If your landlord is charging less than the full current lawful rent ceiling, the landlord may raise your rent to the ceiling after serving you with written notice of a rent increase. State law requires a written thirty-day notice for any rent increase of less than 10% and a written sixty-day notice if an increase is over 10%.

Finally, a reminder: by the end of December, your landlord should refund the interest that accrued during the year on tenants' security deposits. **The interest rate to be paid this year is 3.4%**. Please review the "Important Information for Landlords and Tenants" insert included in this envelope for more comprehensive information regarding security deposits and other rent control laws.

Please also remember that **foreclosure is not a good cause for eviction**. For more information on this and other topics, please read the back of this letter for information on evictions and the enclosed "Important Information for Landlords and Tenants" sheet. As always, if you have questions, our housing counselors are available to assist you.

Sincerely,

Jay Kelekian
Executive Director



**City of Berkeley
Rent Stabilization Board**

GOOD CAUSE IS REQUIRED FOR EVICTION

[Berkeley Municipal Code Section 13.76.130]

NOTE: The expiration of a rental agreement, the sale of a property (including transfers due to FORECLOSURE), conversion to condominium, or the change in the federal Section 8 status of a unit are not “good causes” for eviction under Berkeley law.

ATTENTION: EVICTIONS CAN BE COMPLICATED. IF YOU GET AN EVICTION NOTICE, CALL A HOUSING COUNSELOR AT 981-7368 AS SOON AS POSSIBLE.

In Berkeley, a landlord can **only** terminate a tenancy or evict a tenant for GOOD CAUSE. A Notice to terminate or evict must specify one of the following thirteen Good Causes:

1. Failure to pay rent.
2. Violation of a material term of the lease.
3. Causing substantial damage to the unit.
4. Disturbing the peace and quiet of other tenants.
5. Refusing to allow the landlord access to make repairs, after receiving proper written notice.
6. Refusing to sign a new lease substantially the same as the old lease.
7. Engaging in unlawful activity on the premises.
8. A tenant refuses to vacate temporary housing offered by the landlord after repairs to the tenant’s unit have been completed (but tenant can move back to old unit).
9. The landlord seeks to make necessary repairs to bring the unit up to Code after permits have been obtained and the tenant has been offered other available units.
10. For occupancy by the owner or owner’s spouse, child or parent.
11. Landlord has received a permit to demolish the unit.
12. The unit is the lessor’s principal residence and the lessor wants to move back into the unit, as provided in the rental agreement.
13. To remove all the units from the rental market under the Ellis Act.

A LANDLORD MUST PROVIDE THE TENANT WITH THE CORRECT LEGAL NOTICE TO TERMINATE A TENANCY. THE TYPE OF NOTICE DEPENDS ON THE CAUSE FOR THE EVICTION.

- Three-day notice -- **required for termination where the landlord alleges that the tenant is at fault (e.g., (to correct) Causes 1-8). If a violation exists, it can be corrected within the 3-day notice period.**
- 30/60-day notice -- **required for no-fault termination (e.g., Causes 9-12).**
- 120-day notice -- **required for termination under the Ellis Act (Cause 13) for most tenants**
- One year notice -- **required for termination under the Ellis Act (Cause 13) where tenant is a senior or is disabled and has resided in the unit for at least one year.**