

HR&A ADVISORS, INC.

SURVEY OF CALIFORNIA CITIES WITH RENT CONTROL PROVISIONS

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
Nature of Ordinance	Exemptions	Exempt include: Single-family residences, housing accommodations for hotels, motels, inns, boarding houses rented for less than 30 days, condominiums existing or redeveloped after March 27, 1979, dwelling units in non-profit cooperatives or which a government agency owns, and dwelling units that are not occupied by the tenant as the tenant's primary residence.	Exempt include: Hotels, motels, inns, boarding houses, rental housing built after February 5, 1995, and housing built before 1978 and occupied for a rent <\$600 per month (these units are regulated by Chapter 5).	Completely exempt include: units on a two-unit property where one unit as owner-occupied on Dec.31, 1979 and one unit is currently owner-occupied, units where the tenant shares kitchen or bath facilities with an owner who holds at least 50 percent interest, both on December 31, 1979, units owned by a government agency, units rented to guests for less than 14 days, non-profit cooperative housing, units in a hospital, units rented by institutions to faculty, and units rented by frats/sororities, and units that are not the primary residence of the tenant. Partially exempt: (owners that must pay interest on security deposits and have good cause to evict, but are not required to register the units and <u>rents are not controlled</u>) include: Single-family residences covered by the Ordinance after January 1, 1996, single-family residences re-rented after January 1, 1996, units owned by Berkeley Housing Authority and units leased to tenants under federal rent subsidy programs.	Exempt include: hotels, motels, units owned by government agencies or subsidized by government agencies, units located on a parcel containing <3 units.
	Applicability	Units in multifamily buildings (2+ units) built prior to 1978 with an original rent contract of \$600 or less.	Units in multifamily buildings (2+ units) built prior to 1995 with an original rent contract of more than \$600.	Units in multi-family buildings (2+ units) built prior to 1980. Dwelling unit with permanent provisions.	Any renter or owner is eligible for information, counseling, conciliation and mediation. Tenants of four-plexes and above who have received rent increases are also eligible for mandatory mediation.
	Tenants "Not in Occupancy"	Yes - Amendment was added to define primary residence as any unit that is occupied by a tenant for at least 9 months out of the calendar year. Dwelling units that are not occupied by the tenant as the tenant's primary residence are exempt.	Not included	Yes - as per regulation 524, tenants "Not in Occupancy" are not protected by rent ceiling controls. Only a tenant who lives in a unit as his or her primary residence remains protected under the Rent Ordinance. Rental units kept as a second residence are not rent-controlled.	Tenant is defined as: "a person entitled by a written or oral agreement or by sufferance to occupy a rental unit to the exclusion of others and actually occupies said rental unit."
	Objectives Included	None	None	Yes - includes a purpose and findings section. Purpose: "To regulate residential rent increases in the City of Berkeley and to protect tenants from unwarranted rent increases, and arbitrary, discriminatory, or retaliatory evictions. This legislation is designed to address the City of Berkeley's housing crisis, preserve the public peace, health and safety, etc." See more in ordinance.	Yes - includes a purpose section. Purpose: "It is found that there is a shortage of and demand for housing in the city of Campbell..etc. "See ordinance for more.

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Nature of Ordinance	Exemptions	Exempt include: If 1+ new units were constructed after Feb 1, 1995 on a parcel with a pre-existing single family unit, the single family unit is exempt (essentially by the creation of the additional unit). Also, a landlord may file claims for exemption to the Board. Other categorical exemptions include: single family dwellings, condominiums, <4 unit owner-occupied buildings.	Exempt include: Residential dwelling units that are one of least 5 dwelling units, mobile-home units, accommodations in a hospital, dorm, private organization, dwelling units in a multi-family housing project financed by government or receiving rental assistance, dwelling units in a structure built after 1979, and units in accommodations (hotels, motels, etc.) or in nonprofit cooperative.	Exempt include: Units built after 1978, single-family residences (not duplexes or condos), hotels and similar accommodations, units in nonprofit cooperatives, accommodations in a hospital or managed by educational institutes, accommodations owned by LA City Housing Authority, luxury housing accommodations, accommodations with substantial renovation, affordable housing accommodations (with government-imposed regulatory agreement), and mobile homes. Landlords can also apply for an exemption on newly constructed units where RSO units are demolished by providing affordable units in a number which is at least the # of units demolished or 20% of newly constructed units (whichever is greater).	Exempt include: Multi-family properties with less than 3 units, dwellings with a room in dwelling unit in which tenant does not have exclusive use of the kitchen, single family homes, condo units or planned development of condo units, hotel rooms, hospital rooms or nursing facilities, dwelling units operated by government agency which are exempted by state or federal law from rent regulation, and mobile homes. But, tenants and landlords of duplexes are entitled to the resolution services and the regulatory fee (not the mediation or arbitration services though).
	Applicability	Units in multifamily buildings (4+ units) that were built prior to 1988.	Units in multifamily buildings (5+ units) built prior to 1979, whether located on the same or different parcels of land in the City, under common ownership.	Units in multifamily buildings built (2+ units) on or before 1978.	Units in multifamily buildings (more than 3 units) on the same parcel of land.
	Tenants "Not in Occupancy"	Yes - As per 300B, to be considered a person's principal residence, the premises must be where the person resides majority of the time and the person's usual place of return. A person may have only ONE principal residence. Includes a list of factors considered when evaluating the person's usual place of return.	Not included	Not included	Not included
	Objectives Included	Yes - includes a purpose section. Purpose: "The purpose of the Ordinance, which regulates most residential rents in East Palo Alto, is to provide protections for residential tenants in the City from unreasonable rent increases, to protect tenants from arbitrary, discriminatory or retaliatory evictions and to assure landlords the right to a fair return."	Yes - includes a Findings and Purpose section. Among purposes of ordinance are: providing relief to residential tenants in the City by stabilizing rent increases for tenants; encouraging rehabilitation of rental units whenever vacancies occur; encouraging investment in new residential rental property in the City by providing for a gradual elimination of rent increase controls; and assuring efficient landlords both a fair return on property and income sufficient to cover increasing costs of maintenance and operation. See ordinance for more.	Yes - includes a Declaration of Purpose. Among purposes of ordinance are: It is necessary and reasonable to regulate rents so as to safeguard tenants from excessive rent increases, while at the same time providing landlords with just and reasonable returns from their rental units.	Yes - for their ordinance amending the rental and landlord/disputes, there is an objectives section as follows. This article is necessary in order to protect the health, safety and welfare of the citizens of the Town by meeting the needs created by the housing shortage, including, but not limited to, prevention of excessive and unreasonable rent increases and the assurance to Landlords of a fair and reasonable return on the value of their property.

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Nature of Ordinance	Exemptions	Exempt from the Rent Adjustment Program and the Just Cause for Eviction Ordinance include: Single-family homes, condos, and duplexes. Exempt from just the Rent Adjustment Program include: dwelling units that are controlled by a government agency, hotel accommodations, housing accommodations in a hospital, aging home, or dorm room, units in a nonprofit cooperative, units exempt by Costa-Hawkins, units in a <4 unit building which has one unit occupied by the owner for his principal residence, and units that are constructed after 1983.	Fully exempt include: single-family homes, condominium units, companion units, and duplexes, units in hotels, hospitals, dorms, medical facilities, units owned by non-profit organizations, and units operated by government agency, or with government subsidized rents. Partially exempt (exempt from rent stabilization and individual rent adjustment, but not from just cause for eviction protections) include: units with initial certificate of occupancy between 1995 and 2016, and units governed by the City Affordable Housing program.	Exempt include: units built after April 1979, units rented for more than \$450 in 1979, units owned and subsidized by government agency, hotels, units with 4 or less units with the owner as his primary residence, and units on Indian-owned land.	Exempt include: units in hotels, hospitals, medical care facilities, dorms, units owned by government agency or governmentally subsidized, units exempt from Costa-Hawkins, any small, second housing unit, any units exempted by Homeowner Protections (tenancy where tenant shares a bathroom/kitchen with homeowner if home is primary residence of homeowner).
	Applicability	Units in buildings (3+ units) built before 1983	Units in buildings with (3+units) built before 1995	Units built prior to 1979 that rented for less than \$450 in 1979	Units in multifamily buildings with 2+ units built before 1995
	Tenants "Not in Occupancy"	Not included	Yes - there is a "Primary Residence" definition that classifies a unit as the occupant's usual place of return.	Not included	Yes - Occupancy of a primary residence is defined in this ordinance as the individual's usual place of return. This means: individual carries basic living activities at premise, residence is listed for federal/state/taxing authorities, utilities are billed to this residence, occupant is not registered to vote at any other location, and homeowner's tax exemption is at this property. The definition of primary residence comes up in the exemptions as well. Small, second units are unregulated, if the owner is the primary resident of the first, larger single-family home.
	Objectives Included	Yes - includes a Findings and Purpose section. Among the purposes of this chapter are providing relief to residential tenants in Oakland by limiting rent increases for existing tenants; encouraging rehabilitation of rental units, encouraging investment in new residential rental property in the city; reducing the financial incentives to rental property owners who terminate tenancies under Civic Code 1946 or where rental units are vacated on other grounds under Costa Hawkins that permit the city to regulate initial rents to new tenants, and allowing efficient rental property owners the opportunity for both a fair return on their property and rental income sufficient to cover the increasing cost of repairs, maintenance, insurance, employee services, additional amenities, and other costs of operation.	Yes - includes a purpose and findings section. The purpose of this amendment is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Mountain View by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under state law, while ensuring landlords a fair and reasonable return on their investment and guaranteeing fair protections for renters, homeowners, and businesses. There is also a Findings section.	None	Yes- includes a Purpose and Findings section. The purpose of this ordinance is to promote neighborhood and community stability, healthy housing, and affordability for renters in the City of Richmond by controlling excessive rent increases and arbitrary evictions to the greatest extent allowable under California law, while ensuring Landlords a fair and reasonable return on their investment and protecting homeowners. Findings include a list of relevant facts.

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
	Exemptions	Exempt include: single-family homes, duplexes, condos, townhomes, rooms in hotels/guesthouses, accommodations in hospitals/senior homes/care facilities/dorms, affordable rental units and rental units in a building with <3 units, units build were built after 1979.	Exempt include: hotels/motels, units owned by non-profit cooperative, accommodations in hospital, elderly care facility, units controlled/subsidized by government, new units issued after 1979, units in a building that has undergone substantial rehabilitation after 1979, live/work units with commercial use.	Exempt include: single family homes, rental units in hotels, hospitals/medical care facilities/dorms, units owned/subsidized by government agencies, dwellings with less than 3 units, new construction (not conversion) after 1979, units for purposes of providing such as childcare/residential social services. For dwellings with 3 units or less, properties are exempt only if owner holds at least 50% interest in property, if the person is a natural person, and if the owner resides on their property as their principal place of their residence. For single-family dwellings, single family homes, and condos can qualify IF on July 1984, the home was vacant or not being used for residential rental purposes. For single-family homes and condos in which the owners live in their home for 2 continuous years and do not own a contiguous lot which residential units, can qualify for a permanent exemption (granted by the Board). For properties built after 1979, new construction is exempt EXCEPT FOR units created by conversion in an existing building, the units were built and offered for rent within 5 years of an Ellis withdrawal of former units on the property, where the new construction is a result of the move of a previously constructed building, and where the inclusion of controlled units in the new construction was required by an agreement with the Board.	Exempt include: institutional facilities, government-assisted or owned housing, rooms rented to boarders (in which the landlord owns residence and shares kitchen/bath facilities with tenants), new construction including units occupied after 1979, units in hotels, units converted legally from non-housing to housing use, non-profit housing accommodations, inclusionary housing units, units occupied by owners/specified relatives, units used for non-rental uses such as storage/laundry/community rooms, single-family residences, condos and cooperates (if tenancy was created after 1996), withdrawn units, units uninhabitable by an authorized agency.
	Applicability	Units in multifamily buildings with 3+ units built before 1979	Units in multifamily buildings with 2+ units built before 1979 (single-family home, and condo).	Units in multifamily buildings with 3+ units.	Units in multifamily buildings with 2+ units built before 1979.
Nature of Ordinance	Tenants "Not in Occupancy"	Not included	Yes - Tenant in Occupancy is defined in this chapter as an individual who actually resides in the unit as his/her principal place of residence, and the unit is their usual place of return (listed as their residence with federal/state/taxing authorities, utilities are billed to this address, includes personal possessions at this address, tax exemption is not filed for a different property, and there is credible testimony that tenant lives here. A landlord can petition if there is no tenant in occupancy of the rental unit as defined here.	Yes - there is a maximum allowable rent for a Tenant not in Occupancy. Landlords can petition for a determination that the unit is not the tenant's residence. If the unit is kept for secondary occupancy, a one-time increase in the unit's maximum allowable rent shall be awarded. There is a definition for principal place of residence: a dwelling place in which is/her habitation is fixed, and the person has the intention of remaining/returning.	Not included
	Objectives Included	Yes - Includes a Policy and Purposes Declaration. The purpose of the Apt. Rent Ordinance is to promote stability and fairness within the residential rental market in the City, thereby serving the public peace, health, safety and public welfare.	Yes - Includes a Findings section.	Yes - Includes a Statement of Purpose.	Yes - Includes a Findings section. "The City council hereby finds that a comprehensive rent stabilization ordinance is required to protect tenants from unreasonable and excessive rents, to protect tenants from involuntary displacement, to keep rents within the city at a moderate level, and at the same time to ensure a just and reasonable return to landlords.

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
Annual Allowable General Increase	Structure/Formula	8% or CPI (whichever is less).	Greater of 3% or CPI.	65% of CPI in SF-Oakland-SJ region, but not less than 0% or greater than 7%.	The ordinance has no specific restriction on frequency or amt. of rent increases, only that rent increases be reasonable. A reduction in housing services is considered a rent increase, and occurs when a tenant's services which have been provided are reduced.
	Actual 2017-2018 % Change	3%	3%	2.30%	N/A
	Changes in Structure Over Time (if applicable)	Not included	Not included	Before January 1, 1996, lawful rent ceilings remained controlled even during vacancies. For units that have not had a vacancy since January 1, 1996, the rent ceiling is the base rent (May 31, 1980 rent), plus increases Board approves after. Since 1996, landlords can set the initial rent for new tenancies at market unless the new tenancy follows a non-qualifying vacancy. Any change in housing services from the beginning of tenancy is grounds for an adjustment of rent ceiling.	N/A
	Frequency	Annual - Resets to market rate upon tenants voluntarily vacating units and then stabilized again thereafter	Annual - Resets to market rate upon tenants voluntarily vacating units and then stabilized again thereafter	Annual - Since 1996, LLs are able to set the initial rent at market value with new tenancies unless the new tenancy follows a non-qualifying vacancy.	N/A

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Annual Allowable General Increase	Structure/Formula	80% of the percentage increase in the CPI, not to exceed 10%.	5% (with a "banking" provision, allowing LLs to apply unused rent increases below 5% to the current year, not to exceed 10%). Landlord can increase more than 5% to gain fair rate of return on investment subject to noticing and review procedures.	CPI (this year it is 3%). If the LL pays electricity and/or gas, the max may increase by an add'l 1% for each service, not to exceed 2%.	Not to exceed 70% of the annual change in CPI or 5% of the existing monthly rent, whichever is greater. (Unless tenants agree in writing or the Arbitrator determines a larger increase to be reasonable).
	Actual 2017-2018 % Change	2.70%	N/A	3%	Not Available
	Changes in Structure Over Time (if applicable)	N/A	Not included	Not included	Not included
	Frequency	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter.	Annual - Resets to market rate upon tenants vacating units voluntarily and then stabilized again thereafter. But, upon rerenting of a unit that has not been *voluntarily vacated*, landlord can raise rent up to 5%. For both ways, conditions that must be met including: landlord has made improvements *\$1-2K depending on unit size.	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter.	Annual - Resets to market rate upon tenants voluntarily vacating units, upon the construction of a new unit, upon eviction of a tenant for nonpayment or other violation of a written rental agreement, and if the last increase was initiated 2 years before the current increase and the current increase is 10% or less, and then stabilized again thereafter.

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Annual Allowable General Increase	Structure/Formula	CPI, with the opportunity to bank rent increases (not to exceed 10%)	3.4% (2017), as determined by the Committee based on 100% of CPI, but not less than 2% or greater than 5%	75% of CPI. Landlords also required to reduce rents if they reduce services since 1979	CPI (not to exceed the maximum allowable rent, determined by the Rent Board)
	Actual 2017-2018 % Change	3.40%	3.40%	Not Available	3.40%
	Changes in Structure Over Time (if applicable)	Not included	Not included	Not included	Not included
	Frequency	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter	Annual

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
Annual Allowable General Increase	Structure/Formula	5%	60% of CPI and no greater than 7%	75% of CPI	75% of CPI
	Actual 2017-2018 % Change	n/a	2018-2019 = 1.6% 2017-2018 = 2.2%	2% (with a maximum increase of \$40)	1.75%
	Changes in Structure Over Time (if applicable)	Not included	Not included	Santa Monica Rent Control was adopted in April 1979 in response to shortage of housing units, low vacancy rates, and rapidly rising rents. It was amended by voters in 1984, 2002 and 2010. The 1984 and the 2002 Amendments to the Rent Control Law are intended to clarify the law and ensure that the Rent Control Board possesses adequate and independent authority to carry out its duties. In 2013, the voters voted to change how the annual General Adjustment was calculated. Each year the Board adopts a resolution announcing what the general adjustment will be based on the CPI for the LA, Riverside, and Orange County region.	Starting in 1996 (for tenancies created before 1996), Any rent increase shall not result in a rent rate that is 10%+ greater than the rental rate anytime within the previous year. This condition does not apply to rent increases approved by the Commission though. Additionally, at the time of the annual adjustment, if a landlord is providing electricity/gas utilities to tenant without the charge, the landlord may increase rent by an additional .5% of 1% of rent for each utility provided. between 1996 and 1998, when a single family residence has become vacant voluntarily or following an eviction for non payment, the landlord may set the initial rent for the next tenant at any amount. For other units, the landlord may set the rental rate for the tenant that isn't greater than 15% of max allowable rent for preceding tenancy, or an amount that is 70% of the rental rate authorized by a comparable unit calculated by HUD.
	Frequency	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter Rental rate for new tenancy can be set by Landlord if unit was vacated voluntarily or by a for-cause termination.	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter. Landlord cannot set a new base rent if landlord initiated an eviction on the unit (not voluntarily vacated).	Annual - Resets to market rate for new qualifying tenancies.	Annual - Resets to market rate upon tenants vacating units and then stabilized again thereafter.

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
	Amount	Studio - \$6193 1 BR - \$9,148 2 BR - \$12,394 +\$2,000 for HHs that include a senior, disabled person, or a minor	Studio - \$6193 1 BR - \$9,148 2 BR - \$12,394 +\$2,000 for HHs that include a senior, disabled person, or a minor	Time Dependent (substantial repairs) \$15,000 + \$5,000 for low-income, disabled, elderly, families with children, or pre-1999 tenancies (owner move-in) \$750 or 3X damages (wrongful eviction)	N/A
Relocation Fees	Structure/Formula	Increased annually by a percentage equal to the percentage increase, if any, of the consumer price index for the Los Angeles/Riverside/Orange County area, as published by the United States Department of Labor, Bureau of Labor Statistics between May 1st of the then current year, and May 1st of the immediately preceding year.	Increased annually by a percentage equal to the percentage increase, if any, of the consumer price index for the Los Angeles/Riverside/Orange County area, as published by the United States Department of Labor, Bureau of Labor Statistics between May 1st of the then current year, and May 1st of the immediately preceding year.	Starting in 2018, the relocation fees will be increased by CPI for the San Francisco-Oakland-San Jose Region.	Not included
	Application	In cases of No-Just Cause Evictions or withdrawal of building from rental market.	In cases of No-Just Cause Evictions.	Repairs/demolition; Owner Move-In; Wrongful Eviction.	N/A
	Other Notes	Landlord and tenant may agree to a physical relocation in lieu of fees.	None	For repairs/demolition, the tenant has a right to re-occupy the unit.	Any rent increase notice affecting units of 4 or more, shall provide to the tenant the notice in the ordinance regarding the mediation process. The tenant must provide a proof of service indicating that they have received the notice.
	Provision Included? (Y/N)	Y	Y	Y	Y
Provision for an Applicable Number of Units/Building Type	Small Apartments Exempt? If so, what are the rules?	Not applicable to single-family homes and condominium units existing or redeveloped after 1979.	Not applicable to single-family homes.	Not applicable to single-family homes.	Not applicable to <3 unit buildings.
	Rationale (if applicable)	Not included	Not included	Not included	N/A

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Relocation Fees	Amount	Residing on property for <2 years: \$7,4000. Residing on property for 2+ years: \$10,000. If qualified, tenant will receive additional \$2,500. In addition, owner shall pay actual moving costs up to \$2,500.	Not included	For No-fault evictions the following fees apply: Tenants <3 Years - \$8,050 (eligible), \$16,950 (qualified) Tenants >3 Years - \$10,550 (eligible), \$20,050 (qualified) Qualified = seniors, disabled tenants, minor child; Eligible = all others	Not included
	Structure/Formula	Starting in 2012, relocation payments will be increased at CPI for the San Francisco-Oakland-San Jose area.	Not included	Not included	Not included
	Application	Only applicable upon owner move-in.	Not included	No-fault evictions	Not included
	Other Notes	None	None	None	None
	Provision Included? (Y/N)	Y	Y	Y	Y
Provision for an Applicable Number of Units/Building Type	Small Apartments Exempt? If so, what are the rules?	Not applicable in <4 unit owner-occupied buildings (triplexes, duplexes, and single-family homes).	Not applicable in <5 unit owner-occupied buildings (quadplexes, triplexes, duplexes, single-family homes).	Not applicable in single-family homes.	Not applicable in 3 or less unit owner-occupied buildings (single-family homes, duplexes, triplexes). Duplexes can receive resolution services if following the petition deadlines and requirements. However, duplexes are not eligible to receive mediation services if the disputes have not been resolved through conciliation.
	Rationale (if applicable)	Not included	Not included	Not included	Not included

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Relocation Fees	Amount	Studio - \$6500 1 BR - \$6500 2 BR - \$8000 3 BR - \$9875 +\$2500 for HHs that include a senior, disabled person, or a minor	A full refund of a tenant's security deposit, excluding any funds required from that deposit to repair damages caused by the tenant to his or her rental unit; A 60-day subscription to a rental agency; The cash equivalent of three months' rent, based on the average monthly rent for a similarly-sized unit in Mountain View; Households determined by the City to have special circumstances will be paid an additional \$3000 per rental unit, adjusted annually and based on the CPI for the San Francisco Bay Area.	Not included	Owner Move In: Studio - \$3400 (\$3950 Q) 1 BR - \$5250 (\$6050 Q) 2+ BR - \$7150 (\$8200 Q) Withdrawal: Studio - \$6850 (\$7850 Q) 1 BR - \$10500 (\$12100 Q) 2+ BR \$14250 (\$16400 Q) +\$2500 for HHs that include a senior, disabled person, or a minor
	Structure/Formula	Not included	Not included	Not included	Amounts will be adjusted annually based on the change in CPI.
	Application	Only applicable for No Just Cause evictions.	In cases when landlord is seeking possession of rental unit (for demolition, withdrawal of unit from rental market, or owner move-in), and HH annual income is less than 120% of the median household income, adjusted for household size.	Not included	Owner Move-In; Withdrawal from Rental Market.
	Other Notes	None	None	None	None
	Provision Included? (Y/N)	Y	Y	N	Y
Provision for an Applicable Number of Units/Building Type	Small Apartments Exempt? If so, what are the rules?	Not applicable to <3 unit buildings for Rent Adjustment Program and TPO. The No Just Cause Ordinance does not have an exemption for <3 unit buildings.	Not applicable to <3 unit buildings (single family homes, condos, companion units and duplexes)	N/A	Not applicable to a unit that is lawful and in compliance with the Small Second Unit Ordinance if the owner is the Primary Resident of the first, larger single-family home. Also not applicable to units in which the homeowner is the primary residence of a single-family home but creates a temporary tenancy, and to units where the owner shares a bathroom or kitchen with a tenant.
	Rationale (if applicable)	The city council believes the relationship between landlords and tenants in smaller rental properties involve special relationships . Smaller property owners have a difficult time understanding and complying with rent and eviction regulation.	Homeownership is of great importance to the residents of the City of Mountain View (Additional homeowner protections).	N/A	Not included

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
Relocation Fees	Amount	Base: Studio - \$6925 1 BR - \$8400 2 BR - \$10353 3 BR - \$12414 Qualified: Studio - +\$2770 1 BR - +\$3360 2 BR - +\$4141 3 BR - +\$4966	Tenants are entitled to receive \$4500 for a no-fault eviction. Each tenant with a senior, dependent, or disabled person shall receive an additional \$3000.	Studio - \$9,500 2+BR \$19,800 With Senior/Disabled/Minor Studio - \$10,900 1 BR - \$16,800 1 BR - \$14,600 2+BR - \$22,750	0 Bedrooms - \$6,785 Studio - \$9,580, 3+ BR, \$170,030. If tenant is qualified (62+ years, with dependent, or terminally ill, or moderate income (120% AMI), they receive \$17,960. If tenant is lower-income, they receive \$22,616 (if low-income as defined by Cal Code 50079.5). Studio - \$12,904, 2 BR - \$12,904, If
	Structure/Formula	Not included	These amounts increase with CPI, starting in 2007.	Amounts will be adjusted annually based on the change in CPI.	Resets to market rate upon tenants vacating units and then stabilized again thereafter.
	Application	Owner Move-In, Removal of apartments under Ellis Act, substantial rehabilitation of apartment, city code enforcement actions requiring a move-out, and convert an unpermitted apartment for permitted use.	No-fault eviction	Owner Move-In, Buyout Agreement	No-fault eviction
	Other Notes	None	None	None	Fees are updated annually accounting for CPI.
	Provision Included? (Y/N)	Y	Y	Y	Y
Provision for an Applicable Number of Units/Building Type	Small Apartments Exempt? If so, what are the rules?	Not applicable to <3 unit buildings (duplexes).	Not applicable to any tenancy in a single-family home or condo IF tenancy commenced after 1996.	Not applicable to <3 unit buildings (duplexes).	Not applicable to <2 unit buildings (single-family homes).
	Rationale (if applicable)	Not included	Not included	Not included	Not included

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
Evictions	No-Cause Evictions Allowed? Applicability	Y	Y	N	N
	Must File Legal Reason to Evict				
	No-Fault Evictions Allowed?	Y	Y	Y	N/A
	Types of No-Fault Evictions Allowed	No-Fault evictions includes 1. Withdrawal of unit from rental market. 2. Demolition or condo conversion 3. Use by landlords and 4. Major remodel/Ellis Act and 5. No-Cause termination.	No-fault evictions includes 1. Withdrawal of unit from rental market, 2. Demolition or condo conversion 3. Use by landlords. 4. Major remodel/Ellis Act and 5. No-Cause termination.	No-Fault Evictions include: 1. Landlord can recover possession of rental unit. 2. Remove from market/demolish, 3. Owner Move-In. 4. Landlord has permit to demolish. 5. Owner wishes to occupy.	N/A
	Just-Cause Evictions	Just-Cause Evictions include: 1. Failure to pay rent. 2. Violation of obligation to agreement. 3. Creating nuisances. 4. Illegal uses. 5. Refusal to execute a lease. 6. Refusal to provide access. and 7. Unapproved subtenant.	Just-Cause Evictions (requires 3 day notice) includes: 1. Failure to pay rent. 2. Violation of obligation to agreement. 3. Nuisances. 4. Illegal uses. 5. Refusal to execute a lease. 6. Refusal to provide access. and 7. Unapproved subtenant.	Just-Cause Evictions include: 1. The tenant has failed to pay rent. 2. Tenant has continued to violate any terms of rental agreement. 3. Caused damage to premises. 4. Tenant does not sign new lease after fixed lease that is identical to expired one. 5. Disturbs peace after written request. 6. Refuses to allow landlord access and 7. Tenant engages in unlawful activity.	N/A
	Rules in Other Related Tenant Protection Ordinances	Illegal for landlord to reduce housing services in order to circumvent the requirements of the ordinance.	Not included	Not included	N/A
Eviction Constraints	Not included	Not included	Yes - Landlord cannot recover possession of a unit from a tenant if tenant is >60 years, and has been living for 5+ years, is disabled and living there for 5+ years, and has lived there for 5+ years, and the landlord has >10% interest in five+ units in City. A owner can move in for at least 36 months if he/she has 50% interest in the property. Owner wishes to occupy with 90 days notice.	N/A	

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Evictions	No-Cause Evictions Allowed? Applicability	N	N	N	N
	Must File Legal Reason to Evict	Y	Y	Y	
	No-Fault Evictions Allowed?	Y	Y	Y	N/A
	Types of No-Fault Evictions Allowed	No-Fault Evictions include: 1. Undertaking substantial, necessary repairs as permitted by the City. 2. Removal of unit from the market by demolition as permitted by the City. 3. Landlord seeks to recover possession of the unit under the Ellis Act. 4. Landlord or immediate family member wishes to occupy the unit as their primary residence in good faith and without ulterior reasons. 5. Landlord seeks to recover possession to comply with a government's, city or particular order to vacate. 6. Landlord seeks to recover possession to comply with contractual or governmental regulations where the tenant is no longer qualified. 7. Tenant at the end of the lease term is a subtenant not approved by the landlord.	No-Fault Evictions include: 1. Evictions for repairs necessary to bring property into compliance with government codes. 2. Recovering possession of rental units to remove rental unit from market by demolition. 3. Recovering possession for his/her own use.	No-Fault Evictions include: 1. Landlord can recover possession of the rental unit for his/her (or family or resident manager's) primary residence. 2. Landlord can recover possession to conduct renovation of the unit to be in accordance to the Tenant Habitability Plan and tenant is not temporarily relocating. 3. Landlord can recover possession to demolish the unit. 4. Landlord can remove the unit from the market. 5. Landlord can recover possession to comply with a government agency's order to vacate. 6. Unit is a residential hotel and landlord seeks to repossess to convert or demolish the unit. 7. Landlord can recover possession of the unit to convert property to affordable housing with an exemption by government exemption.	N/A
	Just-Cause Evictions	Just-Cause Evictions include: 1. Failure to Pay Rent. 2. Continuous Violations of the Rental Agreement. 3. Willful or Substantial Damage to the Unit or Premises. 4. Refusal to Sign a Substantially Identical New Rental Agreement (Upon Expiration of Prior Rental Agreement). 5. Continued Disorderly Conduct. 6. Refused the Landlord Access to the Unit. 7. Failure to vacate the unit under a temporary rental agreement.	Just-Cause Evictions include: 1. Failure to pay rent. 2. Violations of rental agreement. 3. Damages to premises. 4. Refusal to agree to new agreement upon expiration of identical agreement. 5. Destroys peace and quiet. 6. Refusal to give landlord access. 7. Illegal activity.	Just-Cause Evictions include: 1. Failure to pay rent. 2. Violated the lease agreement. 3. creating damage or nuisance. 4. Using the unit for any illegal purpose. 5. Tenant has refused an extension of a rental agreement that is similar to the agreement that expired. 6. Refused access to landlord. 7. Added a subtenant not approved by the landlord.	N/A
	Rules in Other Related Tenant Protection Ordinances	Not included	Not included	Tenant Habitability Program includes: declaration of purpose describing how the primary renovation program is established to facilitate landlord investment in units without subjecting tenants to untenable housing conditions or forced permanent displacement.	N/A
Eviction Constraints	Any unit with dependent minor children enrolled in school shall not be required to vacate during the school year. This section shall apply to single-family dwellings as well as multi-unit dwellings, but not to units that are fully exempt pursuant to Subsection 14.04.050.A of this chapter.	Landlord cannot recover possession of the rental unit for his/her own occupancy if a comparable unit is already vacant and Landlord can only recover possession for his/her own use IF holds at least 51% interest in property.	Protected tenants include: any tenant in the unit who has resided for 10+ years, and is either 62+ years, or disabled/handicapped, or any tenant is terminally ill. In order to recover possession of a unit for owner/family/resident manager occupancy, a landlord must possess at least 25% of the property. In addition, the landlord must intend that the owner/relative/manager moving in will move within 3 months of the tenant vacating, and that there is no comparable rental unit the building that is already vacant.	N/A	

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Evictions	No-Cause Evictions Allowed? Applicability	N	N	N	N
	Must File Legal Reason to Evict	Y			Y
	No-Fault Evictions Allowed?	Y	Y	N/A	Y
	Types of No-Fault Evictions Allowed	No-Fault Evictions include: 1. Owner recovers unit possession for their principal residence or for their relative. 2. Owner recover unit to undertake substantial repairs to bring unit into compliance. 3. Ellis Act.	No-Fault Evictions include: 1. Landlord conducting repairs (required for health codes and laws) requiring temporary vacancy. 2. Owner move-in for primary residence or for landlord's relatives. 3. withdrawal of unit permanently from rental market, or for demolition.	N/A	No-Fault Evictions include: 1. temporary vacancy for substantial repairs to bring into compliance with health codes. 2. Owner move-in. 3. Withdrawal from rental market.
	Just-Cause Evictions	Just-Cause Evictions include: 1. Tenant has failed to pay rent. 2. Tenant has violated term of tenancy and violated written warning. 4. Tenant caused damage to premises beyond wear and tear that is normal. 5. Tenant has destroyed peace and quiet. 6. Tenant has used unit for illegal purposes 7. Tenant has denied landlord access to unit as required by state law. 8. Tenant denies landlord access to unit.	Just-Cause Evictions include: 1. failure to pay rent. 2. breach of lease. 3. Creating nuisance. 4. Criminal activity. 5. Failure to give access.	N/A	Just-Cause Evictions include: 1. Failure to pay rent. 2. Breach of lease. 3. Creating nuisance. 4. Failure to give access.
Rules in Other Related Tenant Protection Ordinances	Yes - the "TPO" has its own findings/purpose section. The TPO applies to all rental units where there is a rental agreement between an owner and a tenant.		N/A	Not included	Not included
Eviction Constraints	Smaller property owners (max of 3 units) are exempt from the Just Cause for Eviction Ordinance. Also, can move in or take unit off market only if tenant has not been living there for 5+ years and is not 60+ years or disabled).	Yes - Landlord cannot terminate tenancy based on a tenant's sublease of the rental units if: the tenant continues to live in the rental unit as their main residence, the sublessee replaces a departed tenant under the rental housing agreement, the landlord has withheld right to sublease following written request by the tenant. Additionally, a landlord cannot terminate tenancy if a tenant's relative has been added to the house as long as occupants do not exceed the max number of occupants by the state. Also, for owner move-in, the landlord must have at least 50% of ownership in property, no eviction can happen if there is another vacant unit in the property, the landlord must move in within 60 days after the tenant vacates, and will be there for at least 36 consecutive months. For removing unit from rental market, landlord must have filed requisite documents, tenants are entitled to minimum 120 day notice or one year if tenants are senior or disabled. Also, substantial rehabilitation entails taking more than 30 days. For owner move in, owner must move in within 60 days of notice. Also, can move in or take unit off market only if tenant has not been living there for 5+ years and is not 60+ years or disabled).		N/A	For substantial repairs, repairs must be completed <60 days and tenant must agree within 30 days after notice. Landlord cannot evict a tenant who has lived in unit for 5+ years AND is 62+ years old, or is terminally ill. Landlord can only move in to the unit as primary residence if landlord has at least 50% of ownership interest and moves in within 90 days of notice for at least 36 consecutive months. If landlord does not move within 90 days, must offer unit back to the tenant and pay tenant moving expenses. Landlord cannot recover possession of a unit if the addition to a rental unit is a tenant's family member, and this does not exceed max # of occupants allowable.

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
Evictions	No-Cause Evictions Allowed? Applicability	N	N	N	N
	Must File Legal Reason to Evict	Y			
	No-Fault Evictions Allowed?	Y	Y	Y	Y
	Types of No-Fault Evictions Allowed	No-Fault Evictions include: 1. Substantial rehabilitation of the apartment. 2. Removal of apartments from the rental market under the Ellis Act. 3. Owner move-in. 4. City code enforcement actions requiring a moveout. 5. Convert an unpermitted apartment for permitted use.	No-Fault Evictions include: 1. Owner-occupancy by member of landlord's immediate family or landlord. 2. Substantial rehabilitation. 3. To withdraw units from rental market under Ellis Act. 4. Creation of nuisance. and 5. To demolish or permanently remove a unit from the market.	No-Fault Evictions include: 1. Landlord wants to recover possession for themselves/their family (cannot evict person who has lived there for 5+ years and is elderly, or terminally ill. 2. Landlord seeks to recover possession to demolish or remove units from residential housing use (and landlord has filed documents to withdraw units from the market).	No-Fault Evictions include: 1. Resident Manager or Employee has been terminated. 2. Temporary Absence from Principal Residence 3. Owner or Relative Move-In. 4. Withdrawal of residential rental structure from market. 5. Transfer to a different unit (landlord moves to a different unit on the property after living there). 6. Inclusionary housing units - the income of a tenant residing in an inclusionary housing unit has exceeded the max allowable income by more than 50% for 2+ years. 7. Demolition of rental units owned by organizations in order to construct low/moderate income housing.
	Just-Cause Evictions	Just-Cause Evictions include: 1. Nonpayment of rent 2. Violation of lease 3. Damage to apartment 4. Refusal to agree similar rental agreement 5. Disorderly behavior 6. Refusal to provide Landlord access 7. Unapproved subtenant.	Just-Cause Evictions include: 1. Non-payment of rent. 2. Breach of lease.	Just-Cause Evictions include: 1. Failure to Pay rent 2. Breach of lease 3. Nuisance. 4. Illegal activity 5. Refusal to execute written extension/renewal after request by landlord. 6. Denied landlord access. 7. Tenant is subtenant not approved.	Just-Cause Evictions include: 1. Nonpayment of rent 2. Violation of obligation of tenancy 3. Surviving tenant. 4. Nuisance 5. Illegal Use 6. Refusal to Renew Lease 7. Refusal to provide access 8. Illegal subtenant.
	Rules in Other Related Tenant Protection Ordinances	Not included		Tenant Harassment Section	Clause for Prohibition of Tenant Harassment - harassment includes reduction of housing services, reduction of maintenance, abusing right of access into a rental housing unit, engaging in abusive conduct.
Eviction Constraints	Cost of repairs is more than the amount that is equal to ten times the amount of monthly rent times the number of rental units work is performed on. For example, if monthly rent is \$1,000 and there are five rental units work has been performed on, the total cost of repairs must exceed \$50,000. Repairs will render the unit uninhabitable for a period exceeding 30 days.	A tenant cannot be lawfully evicted for breach of a no-subletting clause or a provision limiting the number of occupants in the unit if the landlord has unreasonably withheld consent to the addition of certain family members. Also, for substantial rehabilitation of abuilding, building must be at least 50 years old and cost of work is at least 75% of new construction cost.	For owner move-in, landlord or relative must move in within 30 days after tenant vacates. These owner move-in conditions do not apply to condos converted from an apartment after 1979. Landlord cannot evict for owner-move in if tenant has lived for 5+ years and is at least 62+ years old, or disabled, OR terminally ill. There can also be no evictions for violation of the Santa Monica Municipal Code (4.40.040) regarding smoking in common areas of multi-family residential properties.	For owner or Relative Move-In. must give 60 day notice, and cannot be to terminally ill tenants.	

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
	Items allowed to be passed through to tenants (if applicable)	Capital expenditure surcharges, any government mandated improvements, utility expense surcharge (as well as water penalty surcharges), and refuse fees from the City can be passed through at the time of the annual rent increase.	Utility surcharges (refuse fee and water penalty fee).	Not included	Not included
	Capital Expenditures (exceeding a certain dollar amount)	Capital expenditure surcharges are passed amortized over 60 months and cannot exceed 4% of the apartment resident's base rent. Capital Expenses: No more than 4% of base rent.	Not included	Not included	Not included
Cost/Expense Passthroughs	Utility Surcharges (based on a certain formula)	Utility surcharges are permitted, but are not considered part of the base rent. Water service penalty surcharges from the City (up to 90%) can be passed through to tenant.	For water service penalties, landlord can pass through 90% of the penalties.	Not included	N/A
	Government/ Regulatory (e.g. Seismic, voter-increased taxes, etc.)	Government mandated expenditures can be pass through, including interest OR the value of capital up to 18% annum (allocated to units in proportion to their size). Gov mandated improvements: interest or value of capital up to 18% per year allocated to all units prorated by unit sizes	Not included	Not included.	N/A
	Fee to Register	Not included	Landlord can pass through any refuse fee imposed by the City, and must provide written notice within 30 days before the imposition of pass through.	Not included.	N/A
	Amount that can be passed through (if applicable)	Not included	Not included	Not included	N/A

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Cost/Expense Passthroughs	Items allowed to be passed through to tenants (if applicable)	All utility and housing service fees are included in the rent and regulated by this ordinance. So all utility and housing service fees are subject to the overall rent increase.	Rent stabilization administration fee.	Annual rental unit registration fee can be passed to the tenant, surcharge for water conservation assessment, surcharge for smoke detectors installed by landlord, seismic retrofit work, capital improvements, primary renovation work, under certain conditions.	Capital improvements, the regulatory fee, increased costs of maintenance and operation; or documented costs of rehabilitation. A landlord seeking to institute an annual increase rent beyond the 5% level must justify the increase under the "pass-through" formulas, if the tenants file a challenge with the Dispute Resolution Program. These pass-through formulas are the only justifications for annual increases beyond the 5% limit, unless there has been no increase for the last two years. In that situation, the landlord is permitted to institute a 10% increase without dispute.
	Capital Expenditures (exceeding a certain dollar amount)	Rent increases for unit-specific capital improvements are allocated to that unit, building wide capital improvements are allocated equally. But, if a landlord sets initial rent without restriction to Costa-Hawkins, no increases may be allocated to a unit for capital improvements that incurred prior to the tenancy.	Not included	Very detailed differences on capital expenditure surcharges and how long they last. See Section 151.07 in LA RSO for more details. If after April 1978, landlord has made capital improvement not increased rent to reflect the cost, department can entitle them a permanent monthly rent increase of 1/60th the average per unit capital improvement cost. If after October 1989, the landlord is only entitled to a temporary monthly rent increase of 1/60th of 50% of the average per unit capital improvement cost for not more than 6 years. This temporary surcharge cannot be >\$55 per month per unit, unless agreed by landlord and tenant in writing. If the landlord has completed primary renovation work for the tenant habitability plan, and has not used public funds for this, the landlord can receive a permanent monthly rent increase that is not higher than 100% of the average per unit primary renovation work cost, or 10% of the maximum adjusted rent.	Capital improvements are averaged on a per-unit basis and amortized over a period of 60 months.
	Utility Surcharges (based on a certain formula)	Not included	Not included	For smoke detectors, rent can be increased 50 cents per month per battery, or 3\$ per month for each permanently installed smoke detector. For the water conservation assessment, the landlord can increase the rent up to 50% of the penalties assessed.	
	Government/Regulatory (e.g. Seismic, voter-increased taxes, etc.)	Not included	Landlord may increase rent more than 5% per year to recoup increases in costs of governmental utility services.	If the landlord has completed seismic retrofit work (without compensation from any federal or state funds) and has not increased the rent to reflect the cost, the landlord can do a temporary monthly rent surcharge that is 50% of the average per unit seismic retrofit work cost (amortized over 120 months) in accordance with the term schedule established by the commission, and an interest rate corresponding to the monthly composite rate for avg yields from the sale of 10-year US government securities + 1 percentage point. (The temporary monthly rent surcharge cannot exceed \$38 per month for each unit unless agreed upon between landlord and tenant in writing. If the rent surcharge is greater than \$38 per month, then the surcharge period of 10 years can be extended.	Documented costs of rehabilitation averaged on a per-unit basis and amortized over 36 months. However, the costs passthrough to tenants must have a reasonable relationship to the purpose for which the cost was incurred and the value of the real property to which it was applied.
	Fee to Register	Landlord can pass on to tenants half of the city's registration fee, with 30-day notice.	Up to 50% of the fees can be passed through to the tenant.	Landlord can collect 50% of the annual systemic code enforcement fee from the tenant of unit per month.	If the city regulatory fee is increased, it may be passed through at the rate of no more than 1/12th of the fee per month.
	Amount that can be passed through (if applicable)	Not included	Not included	Not included	Not included

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Cost/Expense Passthroughs	Items allowed to be passed through to tenants (if applicable)	Rent Program Service Fee, capital improvement costs.	Not included	Can pass through 1/12th of 50% of the annual registration/renewal fee to the tenant.	Not included
	Capital Expenditures (exceeding a certain dollar amount)	Capital improvement definition: improvements to a unit or common area that materially add value to the property and prolong its life, or adapt it to new building codes. Does not include correction of serious code violation not created by tenant, improvements or repairs due to deferred maintenance, or improvements that are greater in character/quality than existing improvements. 70% of actual capital improvement costs + imputed financing can be passed through. Costs will be amortized over the life of the improvement.	Not included	Not included	Not included
	Utility Surcharges (based on a certain formula)	Not included	Not included	If a landlord who provides services to a rental unit reduces or eliminates such services, the cost savings, shall be passed on to the tenant in the form of a rent decrease. The decrease shall be equal to the average cost of said service to the landlord during the year before the transfer.	Not included
	Government/Regulatory (e.g. Seismic, voter-increased taxes, etc.)	Not included	Not included	Not included	Not included
	Fee to Register	50% of the Rent Program Service Fee can be passed through.	Not included	Fee can be passed through after 60 days following written notice.	Not included
	Amount that can be passed through (if applicable)	70% of actual capital improvement costs + imputed financing can be passed through. Costs will be amortized over the life of the improvement.	Not included	Can pass through 1/12th of 50% of the annual registration/renewal fee to the tenant. Registration fee pass through in one year cannot be >50% of the registration fees paid by the landlord for the year at issue. The fee pass through is not considered part of the rent in calculating the rent increase.	Not included

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
Cost/Expense Passthroughs	Items allowed to be passed through to tenants (if applicable)	Can pass through a share of charges imposed by landlord by government agencies/public utilities commissions as long as: it's a new charge, total charge cannot exceed 50% of total amount paid by landlord, no charges on common areas, and no tenant can pay more than fair share. Cannot passthrough to tenant the following: 1. Excess replacement fees 2. Late payment fees - exceeding 5% of the monthly rent for each payment that is 3+ days late.	Can pass through capita improvements and utility cost but requires a petition.	Can pass through the Community College Bond, the Unified Schools Bond, the Stormwater Management User Fee, the Clean Beaches and Ocean Parcel Tax, and the School District Parcel Tax.	Not included
	Capital Expenditures (exceeding a certain dollar amount)	Landlord can impose a pass-through charge in addition to rent if authorized by a hearing officer's decision on a Capital Improvement Petition. However, the monthly amount imposed for capital improvements cannot be greater than 3% of monthly rent. Cannot pass through improvements to maintain existing housing services.	Not included	Landlords can petition for upward rent adjustments based on capital improvements. The Cost of a capital improvement will only be added to the maximum allowable monthly rent of the unit. The cost f capital improvement is divided by the amortization period (varies by improvement) divided by 12.	Not included
	Utility Surcharges (based on a certain formula)	Not included.	No landlord can passthrough an increase in utilities cost to a tenant unless tenant has occupied 1+ units in the building for one continuous year. Landlord must calculate the amount of utility increase if they want to pass through to tenant by the methods in 4.11. Landlord can impose increases related to excess water use, but not greater than 50% of the excess use charges created by the SF Water Department. This passthrough must be calculated by method in 4.13.Landlord can impose 50% of the water bill charges attributed to water rate increases from the Water System Improvement Revenue Bonds. See 4.14 for method.	Not included	Not included
	Government/Regulatory (e.g. Seismic, voter-increased taxes, etc.)	Not included.	For seismic work required by law, 100% of the capital improvement cost may be passed through to the tenants, regardless of # of units or 10% of the tenant's base rent. Amortization period is 20 years.	100% of the water conservation surcharge will be passed through. The unified school bond varies by property depending on the assessed value. The community college bond surcharge varies depending on assessed value but will not be greater than the amount of the yearly school bond property tax assessment (divided by total units divided into 12 monthly payments). The monthly surcharge will not exceed the amount of the user fee (divided by number of units, divided into 12 monthly payments). The clean beaches surcharge will not exceed the tax, divided by total units, divided into 12 monthly payments. The school district parcel surcharge will not exceed the amount of the tax (which is the same for every parcel regardless of number of units or assessed value), divided by the total number of units, divided into 12 monthly payments.	Not included
	Fee to Register	Not included.		The Board's annual fee to property owners of units is added as a surcharge to the rent.	Not included.
	Amount that can be passed through (if applicable)	Not included.	Capital improvement petitions must be filed within 5 years of completion of capital improvement work and cannot be filed until work is fully completed. There are different requirements for properties with 1-5 residential units and for properties with 6+ residential units.	Not included	Not included

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
Rent Adjustment Appeals	Appeals Allowed?	Y	Y	Y	Y
	Established Appeals Process?	Y	Y	Y	Y
	Tenant appeals process for quality diminution or other argument?	Tenants may appeal rent adjustment, capital expenditure surcharge, utility surcharge, and relocation fees.	Not included	Tenants can petition to reduce the rent ceiling.	There is a petition process for housing services, retaliatory evictions and rent increases after tenant has made a good faith effort to resolve the issue with the property owner/their agent.
	Landlord appeals process	Landlord may seek a special hardship rent increase of up to 5% for no more than 3 years (unless continued by hearing offices after 3 years) of the base rent per unit because of increases in assessed property taxes.	Landlord can apply to achieve a just/reasonable return based on net operating income principles.	Landlords can petition to adjust the rent ceiling.	N/A
	Logistics (eg. Independent arbitrator, evidentiary requirements, etc.)	A hearing officer is designated by the City Manager who implements the appeal process for rent adjustment issues.	A hearing officer is designated by the City Manager who implements the appeal process for rent adjustment issues.	Hearing Examiner appointed by the board conducts hearing, the hearing examiner may require either party to provide records. Examiner conducts building inspection. Hearings are open to public, there must be quantum of proof based on evidence, any party can appeal the decision, Board can change the hearing examiner's decision.	1. Conciliation - phone calls between tenant/case manager/owner to make compromise. 2. Mediation - mediator meets with tenant and owner to facilitate agreement. 3. Fact Finding - if mediation does not produce an agreement, tenant may request case to go to Fact Finding Committee which has a hearing and then makes a determination on the rent increase.
Details	Duties of hearing officer include protecting the public health and welfare of the city, protecting occupants of units from unreasonable rent increases, while at the same time recognizing the landlord's need to have rent be sufficient to cover maintenance and the costs of operation of the building, encouraging capital improvements, preventing imposing undue economic hardship on landlord in case of special circumstance, and preventing anything illegal.	Based on Fair Net Operating Income	Factors considered upon appeals are: 1. Increases or decreases in property taxes; 2. Unavoidable increases/decreases in maintenance/operating expenses; 3. cost of planned/completed capital improvements to rental unit (if improvements are necessary to bring property into code/health/safety) 4. Increases in # of tenants; 5. Extensive deterioration; 6. Failure on part of landlord to provide adequate housing services; 7. Pattern of recent rent increases/decreases; 8. Landlord's return on investment, whether property was short/long term investment. Upward adjustments only be made to landlords who don't have fair return on investment.	Copy of rent increase notice needs to be submitted with the petition. The Fact Finding Committee is 5 individuals from City Council, two tenants, two owners and one neutral person. The determination isn't binding unless agreed to by both parties. The petition must be filed within 45 days after notice, or 15 days from effective date. Considerations that go into decision are - capital improvements, maintenance and operations costs, debt service, rehabilitation costs, housing services, market value of similar units, return to property owner.	

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
Rent Adjustment Appeals	Appeals Allowed?	Y	Y	Y	Y
	Established Appeals Process?	Y	Y	Y	Y
	Tenant appeals process for quality diminution or other argument?	Can petition for rent reduction and rebate for a rent ceiling violation, can petition for rent reduction and rebate for housing service reductions, included maintenance and breach of implied warranty of habitability, and can petition for approval to withhold rent for failure of the landlord to register the unit with the RSO program.	A tenant can initiate petition of rent increase (including reduction in housing services).	Tenant can appeal for rent adjustment based on reduction in housing services, etc.	Tenant can file a petition within Arbitrator Agent if the dollar amount of rent has been raised, or services reduced, or both.
	Landlord appeals process	Can petition to challenge maximum allowable rent, petition for a rent increase based on the fair return standard specified in the ordinance.		Landlord can appeal for rent adjustment based on many factors. Landlords can also apply for a hardship exemption if they can demonstrate that they have a financial hardship arising from reliance on prior ordinance (before 2017 amendment).	Landlord can petition for a rent increase.
	Logistics (eg. Independent arbitrator, evidentiary requirements, etc.)	Objective Administrator/Hearing Examiner is involved.	A mediator (someone the rent review officer deems has received 24 hours formal training, has mediated rent disputes previously, is not a tenant or interested in residential rental property) handles the rent dispute process under the rent review officer. If there is a hearing, an arbitrator handles that process. Arbitrator is a person who is not a tenant or has interest in residential rental property, and has a law degree.	Application for rent adjustment can be submitted to the Department, then the application can be referred to a hearing officer. The hearing is conducted by the officer designated by the Department; landlord/tenants can bring all documentation. A designated hearing officer has the authority to grant rent increases upon receipt of an application. Then, the determination will be made within 75 days of the filing of the application. An appeal to the Commission can be made 15 days after the hearing's determination. The commission can create a second hearing with an appeals board, who will make a determination within 60 days of the hearing.	Independent arbitrator. 1. The filing of a petition lets an agent initiate the Conciliation phase. 2. A request for mediation can be filed 21 days after the petition for conciliation was received, and must be requested within 60 days. A request for arbitration must be filed within 60 days of filing the petition for conciliation or within 30 days of the end of the mediation hearing. In the hearings, the landlord has burden of proof for establishing a rent increase, and tenant for existence of service reductions.
Details	Many requirements - see section 1500 in Rules & Regulations for Residential Tenancies Under 2010 RSO.	1. Contact landlord with "good faith effort" within 10 days of notice 2. File petition for review within 30 days of rent notice. 3. Mediation - petition is assigned to a City mediator. 4. Arbitration - City-appointed arbitrator conducts hearing and renders a binding decision.	Factors that the hearing officer and Commission considers are: property taxes, reasonable operating and maintenance expenses, extent of capital improvements, living space and level of housing services, deterioration of rental units, failure to perform ordinary repair/maintenance, and financing costs on the property if the financing was before 1978 and contains a balloon payment. In addition, the Rent Adjustment Commission can make adjustments for any class of rental units, the Commission can put forth regulations on rent adjustments for a reduction in housing services, put forth a schedule of standards for permissible rental increases for deteriorating housing services, or changes in operating expenses, can put forth regulations for a unit when the tenant is no longer the resident manager.	Cost categories considered include: 1. Increased cost of debt service for owners; 2. Increased costs of operation and maintenance; 3. Service reductions. For debt service in particular, what is considered is: the nature of transaction, landlord's rate of return, frequency of past refinances, extent to which prior rent increases have made provisions for appreciation of asset value. Other considerations are the rental history of the unit or complex, and the physical condition of the unit.	

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Rent Adjustment Appeals	Appeals Allowed?	Y	Y	Y	Y
	Established Appeals Process?	Y	Y	Y	Y
	Tenant appeals process for quality diminution or other argument?	Yes. Tenants can petition a rent increase that was not based on the CPI Rent Adjustment, Banking or final decision in owner petition, decreased housing services or that the owner failed to state in the rent increase the amount that equals the CPI Rent Adjustment.	Tenants can petition for a downward adjustment based on failure to maintain habitable premises, decrease in housing services or maintenance and unlawful rent.	Tenants can file petition as well. No landlord can reduce or eliminate any service to any rental unit unless a rent reduction is granted equal to the value of service. So, if a landlord reduces or eliminates services by transferring the payment of services to the tenant, the cost savings shall be passed on to the tenant in the form of a rent decrease. This decrease is equal to the average cost of the service to the landlord during the 1 year after the transfer.	Tenants can file a petition for an individual adjustment and the Board will consider decreases in living space, furniture, furnishings, equipment or services, deterioration of the unit, or failure on part of Landlord to provide services.
	Landlord appeals process	Landlord can petition for a rent increase beyond the annual adjustment based on an increase in capital improvement costs, an increase in housing service costs, and uninsured repair costs.	Landlord can petition for an upward adjustment based on a fair rate of return. Factors include property taxes, maintenance/operating expenses, cost of planned capital improvements only if improvements are necessary to bring property in compliance with local codes, increases in number of tenants, deterioration of unit, failure on part of landlord to provide housing services, pattern of recent rent increases/decreases. Factors excluded include: costs of debt servicing, cost of capital improvements that are not necessary to bring property up to date with codes, any increases that began before the current tenancy and income taxes.	Landlords can obtain individual rent adjustments by filing a petition for individual hardship. There can be allowable rent increases if the commission determines the base year NOI does not yield a fair return. Commission must find: 1. Landlord's operating expenses in base year were unusually high or low (if substantial capital improvements were made in base year, substantial repairs were made due to natural disaster, if housing services quality was low) or 2. The rent was disproportionate due to: rent on base year was substantially higher rent than other seasons, rent was higher due to fact that rent wasn't established in an arms-length transaction. or 3. The NOI was <50% of gross income in base year. The commission can permit rent increases that will increase the landlord's NOI for base year by 50% of the CPI.	Landlords can petition for an upward rent. Landlords have a right to a reasonable return on their investment. Board will consider: increases/decreases in property taxes, unavoidable increases/decreases in maintenance/operating expenses, cost of capital improvements (if improvements are necessary for code compliance), increase in number of tenants, failure to provide housing services, pattern of recent rent increases/decreases.
	Logistics (eg. Independent arbitrator, evidentiary requirements, etc.)	Owners can petition for rent increases in excess of the CPI Rent Adjustment or Banking. There is justification based on capital improvement costs, increased housing costs, uninsured repair costs, rent increase is necessary to meet constitutional or fair return requirements. Owner petition involves a hearing officer.	There is a hearing officer who conducts a hearing to act upon the petition, and who determines the decision. Any person can appeal this decision, and then the Committee can determine the final decision.	Only one petition can be filed per year. The commission is composed of City residents who are impartial, and receive/hear/determine petitions.	There is a hearing examiner/officer that is appointed by the Board as a neutral party to act upon petitions for individual adjustments on rent.
Details	After the filing of a petition by tenant or landlord, there is voluntary mediation of rent disputes that is available. Either the Rent Adjustment Program Staff Hearing Officers, or an outside mediator. There is also a hearing procedure that can occur, conducted by the hearing officer.	A hearing officer appointed by the Committee conducts a hearing to act on the petition, committee notifies each party of the petition, and officer collects any evidence necessary.. Any person who disagrees with hearing officer's decision can appeal and committee can affirm/reverse/modify that decision. A right to fair return is guaranteed.	A rent review commission conducts all hearings and receives/hears/determines the petitions and the decisions based off those petitions.	Not included	

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
	Appeals Allowed?	Y	Y	Y	Y
	Established Appeals Process?	Y	Y	Y	Y
	Tenant appeals process for quality diminution or other argument?	Tenant can file petition if landlord initiates charges that cannot be passed through, can file a petition to allege a rent increase violating the ordinance, to request a rent decrease based on decrease in housing services, can file petition to make a payment of one-time fee or increase security deposit in order to receive more housing services that aren't in the rental agreement. One-time payment cannot be greater than 5% of the monthly rent.	Tenant can petition for decrease in housings services, a failure to repair/maintain, unlawful rent increase, improper utility passthrough, improper water revenue bond passthrough, improper general obligation bond measure passthrough, a failure to discontinue a capital improvement passthrough.	Tenant can petition for rent decreases when property owners do not maintain their rental property or limit housing services or amenities.	Tenants can file rent adjustment applications based on failure to perform maintenance, reduction in housing services without a corresponding decrease in rent, to establish the max allowable rent, for a refund of illegal rent and other grounds.
Rent Adjustment Appeals	Landlord appeals process	Landlord can petition for a fair return on investment, can file petition for pass through for specified capital improvements. Specified capital improvements must add new housings services, increase safety, sustainability, or seismic readiness, and the improvement must have been completed within 1 year of filing the petition. For the fair return petition, a fair return is the base year NOI adjusted by increase in CPI since the base year. Can also petition for an increase for an additional tenant.	Landlord must petition for an arbitration hearing if they want to impose rent increases outside of limitations of ordinance. Rent increase may be justified for increase in operating/maintenance expenses, special circumstances based on rents for comparable units, rent increase based on past rent history of a Prop 1 Affected Unit, utility passthrough. Other petitions include: the substantial rehabilitation exemption, extension of time to complete capital improvement work and tenant in occupancy status.	Not included.	Landlord can file rent adjustment application to establish amt of max allowable rent, and to achieve a just and reasonable return based on net operating income principles. For fair net operating income principles, see 17.44.040.
	Logistics (eg. Independent arbitrator, evidentiary requirements, etc.)	Not included.	Not included	Hearing examiner is appointed by the Board and conducts the hearings on petitions for individual adjustments of ceilings on allowable rents. Prior to the hearing on a decrease petition, a settlement conference can be scheduled with an outside facilitator, and all parties. The hearing examiner renders a written decision within 65 days of the filing of the petition. Board can reverse/modify decision of hearing examiner. Landlord and tenants can both appeal a decision of the hearing examiner to the Board.	Hearing examiner that is appointed by the City Manager leads the hearings. Commission can change the decision of the Hearing Examiner after an appeal.
	Details	Hearing officer directs hearings. Hearing officer has 40 hours of mediation training and has participated in mediations at least 10 times previously. Hearing officer does not own real estate interest in property with 3+ units in the City and is not a tenant of a rent stabilized unit.	In petition, must include supporting documentation/evidence. An Administration Law Judge leads the hearings and acts upon the petition.	In making adjustments of the rent ceiling, the Board will consider: decreases in living spaces, or services, substantial deterioration, failure on part of landlord to provide adequate housing services. N making upward adjustment, Board can employ any fair return standard formula. Factors include: changes in operating and maintenance expenses, extent of utilities paid by landlord, necessary capital improvements, changes in living spaces or services, federal/state income tax benefits, whether or not property is held as a long/short term investment, and the landlord's rate of return on investment, and the landlord's current NOI.	Not included

Issue	Details	Beverly Hills – Chapter 5	Beverly Hills – Chapter 6	Berkeley	Campbell
Ellis Act	Provision Included? (Y/N)	Y	N	Y	N
	Details	A landlord may recover possession of an apartment unit if they intend to withdraw all units in a building from the market IF: Landlord provides 120 days notice to the City (with documentation), and LA County registrar, and if the tenant is <62 years, not disabled, and has lived in apartment for at least 1 year, the withdrawal is pushed back 1 year after notice to the City. At least 30 days before notices are sent to the City, landlord must give notice to all tenants.	N/A	For no just cause: Landlord can recover possession of rental unit, and remove from market/demolish, and owner can move in for at least 36 months if he/she has 50% interest in the property.	N/A
Banking Annual Rent Adjustments	Provision Included? (Y/N)	Y	N	Y	N
	Details	If an apartment unit has had a lease for longer than a year but less than 3 years and the lease expires, and the annual rent increases during that period have not at least equaled the total allowable annual increases, then at the expiration, landlord can increase the base rent not exceeding the allowable total.	N/A	Landlords can bank and apply unused annual general adjustments without limits.	N/A

Issue	Details	East Palo Alto	Hayward	Los Angeles	Los Gatos
	Provision Included? (Y/N)	Y	Y	Y	N
Ellis Act	Details	Owner who withdraws unit must be give 120 days notice to the tenant, and file this notice with the City.	Owner can recover possession of rental units to remove unit from market by demolition, can recover possession for his/own use and occupancy or for relatives.	Includes a statement of purpose and effect. Landlords can also apply for a hardship exemption if they can demonstrate that they have a financial hardship arising from reliance on prior ordinance (before 2017 amendment).	N/A
	Provision Included? (Y/N)	Y	Y	N	Y
Banking Annual Rent Adjustments	Details	Landlords can bank for future use an Annual General Adjustment that is not used to raise rent in the program year for which it is authorized. Written notice must be given to tenant by Feb 1 of the year the AGA is authorized. A landlord may not bank more than 3 AGAs during a tenant's occupancy.	When landlord increases rent payable during one year by less than 5% per year, the landlord may bank the untaken rent increase and apply it in the current year.	N/A	The absence or infrequency of past rent increases can enable the landlord to bank past rent increases IF landlord provides sufficient evidence to an arbitrator.

Issue	Details	Oakland	Mountain View	Palm Springs	Richmond
Ellis Act	Provision Included? (Y/N)	Y	Y	N	Y
	Details	<p>Provision applies to: rental units in any detached structure with 4+ units, or any detached structure with less than 3 units, if units are located on the same parcel of land.</p> <p>Withdrawal of rental units is effective for units occupied by a tenant who has lived there for less than a year, is not elderly or disabled, after 120 days of notice. For elderly and/or disabled who have lived there for 1+ year, then the withdrawal date is one year after delivery of withdrawal notice.</p>	<p>Only applies to Landlord that has at least 50% ownership interest in the property. Eviction cannot take place if a vacancy already exists on the Property. Landlord must intend to move into the unit within 60 days after tenant vacates and to occupy the unit as a primary residence for at least 36 consecutive months. If fails, landlord must offer unit to tenant again, and pay tenant all moving expenses. Landlord cannot evict if tenant has lived for 5+ years and is elderly and disabled.</p>	N/A	<p>If landlord seeks to repossess rental units, and has filed documents from the Board, tenants are entitled to 120 day notice or one year in the case where tenants are senior or disabled. Tenants have right to return if unit is placed back on market.</p>
Banking Annual Rent Adjustments	Provision Included? (Y/N)	Y	Y	N	N
	Details	<p>A owner can bank CPI rent adjustments and annual rent adjustments previously authorized. Annual rent increases that were not given, or were not given in full, can be carried forward to future years. Subject to certain limitations, property owners may defer giving annual general increases up to ten years. General increases that were not imposed within ten years expire.</p>	<p>A landlord who does not impose the rent increase or a portion of the annual general adjustment can accumulate the increase and impose the unimplemented amount in later years. The rent increase is subject to a 10% annual rent increase. But, this ability to accumulate does not carry over to the next landlord.</p>	N/A	N/A

Issue	Details	San Jose	San Francisco	Santa Monica	West Hollywood
	Provision Included? (Y/N)	Y	N	Y	Y
Ellis Act	Details	If landlord seeks to repossess rental units (take off market or convert for another use), they can with proper documentation and notice.	N/A	Landlord can evict if he/she seeks to remove rental units from the market and has filed documents with the Rent Control Board.	Landlord can evict if he/she seeks to remove rental units from the market. Must give 120 days notice and provide documentation to Commission.
	Provision Included? (Y/N)	N	Y	Y	Y
Banking Annual Rent Adjustments	Details	N/A	Landlord can accumulate increase in annual rent and impose on tenant's rent increase anniversary date, but only annually. Only increases after 1982 can be accumulated. Banked increases are not compounded or rounded up, but if the banked rent increase is greater than the limits by .5% of the prior base rent, then the base rent can reflect the proper banked amounts. The landlord must provide tenant with notice indicating the banked amount.	Landlords may bank and apply unused annual general adjustments only up to the Maximum Allowable Rent for a given unit at a given time.	The portion of maximum allowable rent which resulted from the base rent, increased by lawful adjustments btw 1985 and 1996 but which landlord hasn't charged to a tenant - this amount of still available to collect from a tenant whose tenancy started before 1996.