



## CITY of OAKLAND

250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612  
Mail: P.O. Box 70243, Oakland, California 94612-0243

Department of Housing and Community Development  
Rent Adjustment Program  
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

# **OWNER'S GUIDE TO THE RENT ADJUSTMENT PROGRAM and THE OWNER RESPONSE FORM**

### Contents:

- Owner Response Form
- Owner's Guide to the Rent Adjustment Program
- Allowable Annual Rent Increase Table (CPI Rates, Current & Past)
- Owner Forms, Worksheets & Instructions for Rent Increases above the CPI
  1. Banking
  2. Increased Housing Service Costs
  3. Capital Improvements
- Notice to Tenants of the Rent Adjustment Program  
(English, Spanish, Chinese and Vietnamese)
- Request to Change Date of Proceeding form
- Legal Assistance for Low-Income Landlords

Rent Adjustment Program Drop-in Services  
at the Housing Assistance Center  
250 Frank H. Ogawa Plaza, Suite 6301, 6th Floor  
Hours: 10:00 a.m.-12:00 noon & 2:00-4:00 p.m.

<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For filing stamp.
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**Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your response being rejected or delayed.**

**CASE NUMBER T - \_\_\_\_\_**

**OWNER RESPONSE**

**Please print legibly.**

Your Name	Complete Address (with zip code)	Phone: _____ Email: _____
Your Representative's Name (if any)	Complete Address (with zip code)	Phone: _____ Fax: _____ Email: _____
Tenant(s) name(s)	Complete Address (with zip code)	

Have you paid for your Oakland Business License? Yes  No  Number \_\_\_\_\_  
**(Provide proof of payment.)**

Have you paid the Rent Adjustment Program Service Fee? (\$30 per unit) Yes  No   
**(Provide proof of payment.)**

There are \_\_\_\_\_ residential units in the subject building. I acquired the building on \_\_\_/\_\_\_/\_\_\_.

Is there more than one street address on the parcel? Yes  No .

**I. RENTAL HISTORY**

The tenant moved into the rental unit on \_\_\_\_\_.

The tenant's initial rent including all services provided was \$ \_\_\_\_\_ / month.

Have you (or a previous Owner) given the City of Oakland's form entitled **NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")** to all of the petitioning tenants?  
Yes \_\_\_ No \_\_\_ I don't know \_\_\_ If yes, on what date was the Notice first given? \_\_\_\_\_

Is the tenant current on the rent? Yes \_\_\_ No \_\_\_

If you believe your unit is exempt from Rent Adjustment you may skip to **Section IV. EXEMPTION.**

If a contested increase was based on **Capital Improvements**, did you provide an **Enhanced Notice to Tenants for Capital Improvements** to the petitioning tenant(s)? Yes \_\_\_\_ No \_\_\_\_ . If yes, on what date was the Enhanced Notice given? \_\_\_\_\_. Did you submit a copy of the Enhanced Notice to the RAP office within 10 days of serving the tenant? Yes \_\_\_\_ No \_\_\_\_ . Not applicable: there was no capital improvements increase. \_\_\_\_\_

**Begin with the most recent rent increase and work backwards. Attach another sheet if needed.**

Date Notice Given (mo/day/year)	Date Increase Effective (mo/day/year)	Amount Rent Increased		Did you provide NOTICE TO TENANTS with the notice of rent increase?  <input type="checkbox"/> Yes <input type="checkbox"/> No
		From	To	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

**II. JUSTIFICATION FOR RENT INCREASE**

You must prove that each contested rent increase greater than the Annual CPI Adjustment is justified and was correctly served. Use the following table and check the applicable justification(s) box for each increase contested by the tenant(s) petition. For a summary of these justifications, please refer to the "Justifications for Increases Greater than the Annual CPI Rate" section in the attached Owner's Guide to Rent Adjustment.

<u>Date of Increase</u>	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Fair Return	Debt Service (if purchased before 4/1/14)
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

For each justification checked, you must submit organized documents demonstrating your entitlement to the increase. Please see the "Justifications" section in the attached Owner's Guide for details on the type of documentation required. In the case of Capital Improvement increases, you must include a copy of the "Enhanced Notice to Tenants for Capital Improvements" that was given to tenants. Your supporting documents do not need to be attached here, but are due in the RAP office no later than seven (7) days before the first scheduled Hearing date.

### **III. DECREASED HOUSING SERVICES**

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services on a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

### **IV. EXEMPTION**

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

\_\_\_\_\_ The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

\_\_\_\_\_ The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

\_\_\_\_\_ The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

\_\_\_\_\_ On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** for less than 30 days.

\_\_\_\_\_ The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

\_\_\_\_\_ The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

\_\_\_\_\_ The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### **V. IMPORTANT INFORMATION**

**Time to File.** This form **must be received** by the Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612-0243, within 35 days of the date that a copy of the Tenant Petition was mailed to you. (The date of mailing is shown on the Proof of Service attached to the Tenant Petition and other response documents mailed to you.) A postmark does not suffice. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you wish to deliver your completed Owner Response to the Rent Adjustment Program office in person, go to the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland, where you can date-stamp and drop your Response in the Rent Adjustment drop box. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m. **You cannot get an extension of time to file your Response by telephone.**

**NOTE: If you do not file a timely Response, you will not be able to produce evidence at the Hearing, unless you can show good cause for the late filing.**

**File Review.** You should have received a copy of the petition (and claim of decreased services) filed by your tenant with this packet. Other documents provided by the tenant will not be mailed to you. You may review additional documents in the RAP office by appointment. For an appointment to review a file or to request a copy of documents in the file call (510) 238-3721.

**VI. VERIFICATION**

**Owner must sign here:**

*I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.*

\_\_\_\_\_  
**Owner's Signature**

\_\_\_\_\_  
**Date**

**VII. MEDIATION AVAILABLE**

Your tenant may have signed the mediation section in the Tenant Petition to request mediation of the disputed issues. Mediation is an entirely voluntary process to assist the parties to reach an agreement on the disputed issues in lieu of a Rent Adjustment hearing.

If the parties reach an agreement during the mediation, a written Agreement will be prepared immediately by the mediator and signed by the parties at that time. If the parties fail to settle the dispute, the case will go to a formal Rent Adjustment Program Hearing, usually the same day. A Rent Adjustment Program staff Hearing Officer serves as mediator unless the parties choose to have the mediation conducted by an outside mediator. If you and the tenant(s) agree to use an outside mediator, please notify the RAP office at (510) 238-3721. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services. (There is no charge for a RAP Hearing Officer to mediate a RAP case.)

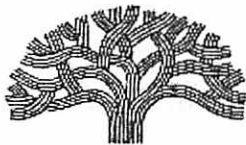
Mediation will be scheduled only if both parties request it – after both the Tenant Petition and the Owner Response have been filed with the Rent Adjustment Program. **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** (Rent Board Regulation 8.22.100.A.)

**If you want to schedule your case for mediation, sign below.**

***I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).***

\_\_\_\_\_  
**Owner's Signature**

\_\_\_\_\_  
**Date**



## **City of Oakland Rent Adjustment Program**

### **OWNER'S GUIDE TO THE RENT ADJUSTMENT PROGRAM AND THE OWNER RESPONSE FORM**

#### **INTRODUCTION**

The City of Oakland's Residential Rent Adjustment Ordinance (Oakland Municipal Code 8.22) and Rent Adjustment Program Regulations provide mechanisms for an owner of residential rental property to maintain and improve the property and make a reasonable profit, while protecting tenants in covered units from most sudden, large rent increases. The Oakland Rent Adjustment Program ("RAP") conducts a petition and hearing process to resolve disputes between tenants and owners regarding rent increases and decreased housing services as covered by the Ordinance.

After a tenant or owner has filed a petition with the Rent Adjustment Program, normally a hearing is scheduled with both parties for a staff Hearing Officer to determine the legal rent for the tenant's rental unit, based upon the Hearing Officer's review of the parties' evidence and application of the Rent Adjustment law. In lieu of a Hearing, the parties can agree to have Mediation, in which the Hearing Officer will try to help the owner and tenant settle their dispute.

This Guide is a brief summary of the Rent Adjustment process and the law that applies to it. It is not intended to be a complete description or a substitute for the laws themselves. For definitive materials, please consult the text of the Rent Adjustment Ordinance and Regulations, the Housing, Residential Rent and Relocation Board ("Rent Board") decisions and opinions issued by the courts. This guide applies to rent controls in Oakland. It does not address eviction controls in Oakland, adopted in the Just Cause for Eviction Ordinance ("Measure EE").

#### **BASIC RULES**

##### **REQUIREMENTS FOR COVERED UNITS**

Owners of residential rental housing units covered by the Rent Adjustment Ordinance must comply with the following requirements. Failure to do so may be grounds for a tenant to file a Tenant Petition against the owner with the RAP.

**Rent Adjustment Service Fee and Business Tax.** Owners of units covered by the Rent Adjustment Ordinance or by the Just Cause for Eviction Ordinance (“Measure EE”) are required by law to pay an annual Rent Adjustment Service Fee (“RAP fee”), currently \$30 per covered unit, to the City of Oakland Residential Rent Adjustment Program. Additionally, the owner must have a current Oakland Business License for the rental properties. Owners who pay the RAP fee on time (payable before March 1 each year) are generally allowed to pass through \$15 of this fee to tenants. However, the fee cannot be added to the base rent when calculating a rent increase. Payment of the RAP fee is required for units covered either by the Rent Adjustment Ordinance or by the Just Cause for Eviction Ordinance. For information on paying the Business License tax and the RAP fee, contact the City of Oakland Business Tax Division at (510) 238-3704 or (510) 238-3709, or go the Business Tax office at 250 Frank H. Ogawa Plaza, Ste.1320.

**Notice to Tenants.** The Rent Adjustment Ordinance requires that an owner provide a written notice of the existence of the Rent Adjustment Program to tenants at the start of the tenancy. The owner must use the City of Oakland form titled *Notice to Tenants of Residential Rent Adjustment Program* (“RAP Notice,” “Notice to Tenants”). This form explains the existence of the Rent Adjustment Program and tenants’ rights under the rent law. The Ordinance also requires that the owner serve another “Notice to Tenants” with every notice of rent increase or notice of change in terms of tenancy.

- Failure of the current or previous owner to provide this notice at the beginning of a tenancy can delay the effective date of a rent increase.
- Failure to provide tenants with this notice can extend the time that tenants have to file petitions challenging rent increases with the Rent Adjustment Program.
- If challenged with the Rent Adjustment Program, a notice of rent increase that is given without the *Notice to Tenants* is invalid.

It is advisable to keep proof of your service of the *Notice to Tenants* in case of a dispute with a tenant.

**Filing an Owner Petition or an Owner Response to a Tenant Petition.** The Rent Adjustment Ordinance requires that an owner provide evidence of the following as part of filing an Owner Petition or a response to a Tenant Petition:

- Possession of a current City of Oakland business license;
- Timely payment of the Rent Adjustment Program Service Fee;
- Service of the *Notice to Tenants of Residential Rent Adjustment Program*.

In addition, the completed response or petition must be on a form prescribed by the RAP, and must include documentation supporting the owner’s justifications(s) for a rent increase or claim of exemption. Failure to comply with these requirements could prevent the owner’s response or petition from being considered in a Rent Adjustment proceeding.

**Rent Increases.** The Rent Adjustment Ordinance and the RAP Regulations limit and prescribe the manner of rent increases for covered units during a tenancy. The rules on rent increases are described below.

#### **COVERED UNITS AND EXEMPTIONS**

The Rent Adjustment Ordinance applies to all real property used for residential rental housing except those units exempted by O.M.C. Section 8.22.030 or by some other law. Covered units include units built before 1983, including most apartments and lofts, and in certain cases, condominiums and houses. Some units are exempt from the Ordinance. Exempt units include those units built after 1983, those that have been “substantially rehabilitated,” and most single family residences and condominiums that can be sold separately. If a property is exempt from application of the Rent Adjustment Ordinance, none of the rules regarding Rent Adjustment apply, but the rules regarding eviction controls may still apply. The exemptions from rent limits are found in the Residential Rent Adjustment Ordinance (O.M.C. Section 8.22.030). The exemptions from eviction controls are different, and are found in the Just Cause for Eviction Ordinance (O.M.C. Section 8.22.350).

#### **RENT INCREASES**

**California Civil Code.** In addition to the City of Oakland noticing requirements discussed above, notices of rent increase must comply with the time limits and form requirements found in California Civil Code Section 827.

**One Increase each Year.** Tenants can be given only one increase in any 12-month period, and the rent increase cannot take effect earlier than the tenant’s anniversary date (i.e., at least one year from the tenant’s move-in date or from the last prior rent increase). Several small increases in a year are not permitted. If it has been longer than 12 months since a tenant’s last increase the owner need not wait until the next anniversary date to give an increase, with proper noticing.

**Allowable Annual Increase (CPI).** Standard increases are limited to the Allowable Annual Rent Increase rate, which is set by reference to the annual Consumer Price Index (“CPI”), and is published each spring on the Rent Adjustment Program website:

<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>. The annual CPI increase rate takes effect at the start of each fiscal year, on **July 1**, and remains in effect for increases given **through June 30 of the following calendar year**. A list of current and past years’ CPI rates is attached.

**Justified Increases.** Owners may be entitled to rent increases higher than the CPI on the basis of specific justifications provided by the Rent Adjustment Ordinance and Regulations. In order to charge increases based on one or more of these justifications, the owner must calculate the increases according to the guidelines provided in the Rent Adjustment Program Regulations –



Appendix A, and be able to demonstrate that the increase is justified. The justifications are described below in JUSTIFICATIONS FOR INCREASES GREATER THAN THE ANNUAL CPI RATE.

**Questioning the Basis for a Rent Increase.** A tenant has the right to request in writing a written summary of the owner's justifications for the rent increase within 30 days of being served with a rent increase notice. Failure of the owner to provide a written summary within 15 days of a tenant's serving the request can be grounds for a tenant to file a Tenant Petition, and may be grounds to invalidate the increase.

**No Retaliation.** It is illegal for the owner to retaliate or threaten to retaliate against a tenant for exercising his/her rights under the RAP. If an owner attempts to recover a rental unit from the date of the original filing of a petition to within six (6) months after the notice of final decision, such recovery will be presumed to be in retaliation against the tenant for the exercise of his/her rights pursuant to RAP ordinance. Complaints of retaliation must be taken to court.

**Withdrawing or Rescinding a Rent Increase Notice.** If an owner believes the notice of rent increase that the tenant is contesting has not complied with the law, the owner has the option of rescinding (withdrawing) the incorrect rent increase and giving the tenant a proper rent increase notice.

## **HOW TO RESPOND TO A TENANT PETITION**

### **WHAT IS THE PROCESS?**

The Rent Adjustment Ordinance provides the petition and hearing process to resolve disputes regarding rent increases and some other owner-tenant disputes. Tenants who meet certain basic requirements may file a Tenant Petition with the RAP to contest rent increases in excess of the CPI; decreased housing services; health or safety hazardous conditions; and certain noticing deficiencies. Generally, if the notice of increase was served with a RAP Notice, tenants have 60 days from receiving the owner's notice of rent increase to file a petition. If tenants do not file a petition within the 60 days, they will lose their rights to challenge the increase with the RAP. Once a tenant has filed a petition contesting a rent increase, the contested increase is not effective until the decision in the case is final.

When a tenant files a petition, the RAP office will mail a copy to the owner, together with an informational packet, a blank Owner Response form and a Notice of Hearing. **An owner is required to file a response to the RAP office, using the Owner Response form, within 35 days of the date that the RAP office mailed the Tenant Petition.**

If the owner does not file a timely Response as set forth in the Owner Response form (Sec. V), he/she forfeits the right to submit evidence at the RAP hearing. In addition, the Owner Response

form requires the owner to provide proof of payment of a current Oakland Business License and of the current Rent Adjustment Program fee as part of filing the Response.

### **THE OWNER RESPONSE FORM**

The Owner Response form is your mechanism to answer your tenant's claims in the Tenant Petition. Even if you believe you are exempt from Rent Adjustment, you must use the Response form to make your claim of exemption. The Response form also allows you to justify the basis, or bases, of the rent increases that your tenant is contesting, and to state your position on the tenant's claims of decreased services.

**How to Complete the Owner Response Form.** Each blank on the Owner Response form should be filled in. If a specific section does not apply, you should indicate "not applicable" in that area. Please make sure the rental history is completed. Be sure to provide evidence of paying your Business License tax and the RAP fee, and answer the question regarding service of the *Notice to Tenants* to the tenant petitioner.

Although standard annual rent increases that are less than or equal to the CPI rate do not need to be justified, if a tenant petitions to contest a rent increase that is **greater than the CPI**, the owner is required to indicate the justification(s) on the Owner Response and provide documentation of how the increase was calculated.

The owner must submit supporting documents to substantiate each claimed justification for the increase in dispute. The exact documentation will vary depending on the claimed justification(s) for the increase. You need to submit only the supporting documents that are applicable to the claimed justifications for increase.

An original signature is required in order for the Owner Response to be validly filed.

**Group Petitions.** If more than one of your tenants from the same property files a petition within a short time frame contesting contemporaneous rent increases, the cases will be processed together under the number of the first case filed. An Owner Response form must be received for each tenant petition. One form may be submitted for multiple cases if it references the cases to which it responds and the response is identical for all the cases referenced. In every other situation, you should submit an individual response form for each petition to make your position clear. If you are responding to several petitions at the same time, only one set of supporting documents is required. The documents should be attached to the lowest numbered response. Only one hearing will be held for all the consolidated cases.

**How to File the Owner Response Form.** The completed Owner Response form must be **received** by the RAP office by 5:00 p.m. no later than the 35th day after the Tenant Petition is mailed to you. The response can be submitted by mail or in person. There is a Rent Adjustment Program drop box with a time stamp located in the City of Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Suite 6301, Oakland, for filing documents in person. The mailing address is P.O. Box 70243, Oakland, CA 94612-0243.

Supporting documents and any attachments needed to provide further explanations may be filed with the Owner Response or may be submitted to the RAP office no later than seven (7) days before the first scheduled hearing date. The documents should be submitted in an organized manner so that staff and the Hearing Officer can understand them.

#### **JUSTIFICATIONS FOR INCREASES GREATER THAN THE ANNUAL CPI RATE**

The RAP Ordinance and Regulations set forth the rules for owners to impose increases above the annual CPI rate based upon the following justifications: Banking (deferred annual increases); Capital Improvements; Increased Housing Service Costs (operating expenses); Uninsured Repair Costs (casualty loss); Debt Service (eliminated as of April 1, 2014 for properties purchased after that date); and Constitutional Fair Return (profit from investment). If a tenant contests such an increase in a Tenant Petition, an owner must provide documentation supporting the increase.

**Changes Regarding Rent Increases Greater Than the Annual CPI Amount.** Effective August 1, 2014, the Oakland City Council approved amendments to the Rent Adjustment Ordinance and RAP Regulations regarding rent increases greater than the allowable annual CPI. Rent increases given after 8/1/14 cannot be greater than 10% (unless the CPI is higher than 10%). There also are changes to how increases based on Capital Improvement costs are calculated. Specific types of justified increases and bases for calculating the increases are discussed below.

**Calculating Justified Rent Increases.** You can calculate the amount of a rent increase that is based on one of the justifications. Forms and some sample calculations for the common justifications are attached in this packet. See the Rent Adjustment Program website: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment> at “Landlord Resources” and “Owner Forms” for forms and rent calculators in Excel format.

The following discussion of justifications is only a summary. For details, please consult the Rent Adjustment Ordinance (O.M.C. Chapter 8.22) and the Rent Adjustment Program Regulations – Appendix A. (*See RAP website under “Current Ordinances and Regulations.”*)

- **“Banking” (Deferred Annual Increases).** “Banking” means deferred annual rent increases (CPI increases) that were not imposed or were not imposed in full by the current or by any previous owner. An owner may defer or “bank” past years’ annual CPI increases for up to ten years. However, at no time can an owner increase the rent based on Banking in any one year by more than 3X (“three times”) the current year’s CPI. Any unclaimed allowable Banking may be given in following years’ increases, as long as the amount does not exceed the cap of 3X that current year’s CPI. *If challenged by a Tenant Petition, the owner must be able to prove the rental history of the tenancy and the basis of the calculation to justify imposing previously deferred increases. (The Banking Calculator in Excel is available on the website.)*

• **Capital Improvement Costs.** Capital improvements can justify a rent increase based on the owner's costs for long-term improvements to the property. A portion of the cost of these improvements, determined by a formula in the RAP Regulations, can be passed on to those tenants who are affected by the improvements. The cost is spread out (amortized) over multiple years as a temporary rent increase or "pass-through", which ends after the amortization period. **Because capital improvement increases are temporary, they cannot be counted as part of the base rent when calculating subsequent increases.** Capital improvements are those improvements or major repairs that materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes.

A pass-through for capital improvements is available only for those improvements that have been completed and paid for within the 24-month period prior to the effective date of the proposed rent increase.

**NOTE:** In Year 1 of a Capital Improvement amortization period, the owner may not give that year's CPI increase, but is allowed to further increase the rent based upon Banking if Banking is justified. The current year's CPI amount is banked for a future year's increase.

On August 1, 2014, a change in the law related to capital improvements went into effect. Prior to August 1, 2014, an owner could pass-through 100% of allowable costs to the tenants over a 60 month period. After August 1, 2014, the owner may only pass-through 70% of the costs incurred for the improvements, and the costs can be spread over a longer period of time to ensure that no rent increase is greater than 10%. However, if an owner began and substantially completed an improvement before August 1, 2014, he or she may be entitled to apply the old rules under a "grandparent" provision. *The Capital Improvements Calculator (available on the website in Excel) will calculate the Capital Improvement increase and the amortization period required to ensure that the increase is not greater than 10% of a tenant's current rent.*

For all Capital Improvement rent increases that are noticed on or after August 1, 2014 (even for those that are grandparented), the owner must provide an Enhanced Notice to all tenants affected by the rent increase, and must file that Enhanced Notice with the RAP within 10 working days after serving the notice on the tenants. O.M.C. 8.22.070 (H)(1)(d). The Enhanced Notice must state the type of capital improvement, the total costs incurred, the completion date, the amount of the rent increase and the start date and ending date of the increase.

*If challenged by a Tenant Petition, the owner must be able to demonstrate the validity of any claimed capital improvement and to prove Enhanced Noticing. These documents include copies of receipts, invoices, bid contracts, canceled checks or other documents which establish that the costs were incurred and when they were paid.*

- **Uninsured Repair Costs.** Uninsured repair costs are casualty losses that are not reimbursed to the owner. To justify a rent increase based upon uninsured repair expenses the owner must submit copies of receipts, invoices, bid contracts or other documentation showing the costs were incurred to improve the property and benefit the tenants, and evidence to show that the incurred costs were paid. *See the RAP Regulations – Appendix A for details.*

- **Increased Housing Service Costs.** An increase based on comparing two years of an owner's net operating expenses. Housing Service Costs are expenses for services provided by the owner related to the use or occupancy of a rental unit. The net annual operating expenses related to the property for the most recent two annual periods are compared. The expenses considered must include property taxes; business license/taxes; insurance; P.G.&E.; water; garbage; maintenance and repairs; management costs; and other legitimate annual expenses on the property, except debt service. **You may not isolate any single expense.** All claimed expenses must be documented. The calculation for both years must provide a reasonable comparison of all of the expenses. **All** income and **all** operating expenses must be included in the calculation to determine the net costs. The net costs for Year 2 must exceed the net costs for Year1 by an amount greater than the allowable CPI increase in order to qualify as an Increased Housing Service Cost. **NOTE: The Increased Housing Service Cost increase takes the place of the CPI increase for the year claimed.** Since August 1, 2014, a rent increase based on Increased Housing Service Costs cannot exceed 10%.

For most expenses, documentation is required to determine the validity of a rent increase. For maintenance and repairs and managerial costs, documentation is required to prove costs greater than 8% of the gross income from the property.

- **Debt Service Costs.** Debt service has been eliminated as a reason for a rent increase effective April 1, 2014. However, if an owner made a bona-fide offer to purchase property before April 1, 2014, a debt service rent increase may be approved. An increase in rent based on debt service costs will only be approved in those cases where the total property income is insufficient to cover the housing service costs and 95% of the debt service costs for purchase money for mortgages secured by the subject property. Eligible debt service costs are the actual principal and interest applicable to the property.

- **Constitutional Fair Return.** In order to prove that the owner is entitled to a rent increase based on constitutional fair return an owner must establish that the return on the investment is less than the return that would have been received for an investment of similar risk. At a minimum, proof of the amount of investment, evidence of the return from other investments of similar risk and an analysis of the rate of return from the rental property, including any appreciation in the value of the property, are required.

## **HEARING OR MEDIATION?**

You have the option of trying to resolve the tenant complaint by agreement with your tenant directly through mediation, or by having the dispute resolved by a RAP staff Hearing Officer through a hearing.

A hearing is a formal, recorded proceeding. It is like a trial, but limited to issues that arise under the Rent Adjustment Ordinance, and presided over by a RAP Hearing Officer. In a hearing, the Hearing Officer will apply the rules in the Rent Adjustment Ordinance and Regulations and other laws to your situation, and will issue a written decision. At the hearing, you can present your evidence, bring witnesses and ask questions of the Tenant and his/her witnesses.

Mediation is a voluntary meeting between the owner and tenant facilitated by a RAP Hearing Officer or other trained mediator to discuss the problem and possible solutions. The parties have the option of choosing their own outside mediator or using an assigned mediator who is a member of the RAP staff. There is no charge for a RAP staff mediator. An outside mediator may charge a fee. That is a matter of agreement between the tenant, the owner and the mediator. To request mediation see the "Mediation Available" section at the end of the Owner Response form, where you can sign to request mediation. Look at the same section on your tenant's petition to see if the tenant has signed the request for mediation. If your tenant has signed the request and you also sign the mediation request and file the Response form, a mediation session will be scheduled.

If the mediation is successful, the case ends at that point with a written Settlement Agreement. If you don't reach an agreement with your tenant, the case will go to hearing on the date set in the Notice of Mediation/Hearing mailed to you, usually immediately following the mediation.

Hearings and mediations are held in person at the RAP office, 250 Frank H. Ogawa Plaza, Suite 5313, in Oakland, California. If there is good cause, parties may participate in a hearing by telephone. (Please contact the RAP office in advance if you need this option.)

## **OWNER PETITIONS**

The Rent Adjustment Program provides owners with mechanisms to seek RAP pre-approval for rent increases that would be in excess of the CPI or to confirm the exempt status of a property from the Rent Adjustment Ordinance. As with the Tenant Petition process, when an Owner Petition is filed with the RAP, a case is opened, a hearing is scheduled and a Response form is sent to the tenant parties. An owner can request the forms from the Rent Adjustment Program office by calling (510) 238-3721, or download them from the website under "Owner Forms." Forms also are available at the RAP drop-in location in the Oakland Housing Assistance Center, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Suite 6301, during drop-in hours of 10-12 and 2-4 p.m.

**Owner Petition for Approval of Rent Increase.** An owner may file a petition for pre-approval of a rent increase based on any of the justifications for increases greater than the CPI described above. Prior to seven (7) days before the hearing, the owner must submit the complete documentation that would be required to defend the justification if the owner were responding to a Tenant Petition. Although it is not required that the owner file a petition before giving the tenant a rent increase, in certain situations, owners find getting pre-approval more efficient. **NOTE:** In the case of capital improvement increases, filing the Owner Petition for Approval of Rent Increase replaces an owner's requirement to give tenants the Enhanced Notice form.

**Landlord Petition for Exemption.** Since 2007, owners can petition to obtain a certificate of exemption from the Rent Adjustment Ordinance for their exempt property. Certificates of Exemption are given only for rental units confirmed through the RAP hearing process to have permanent (rather than temporary) exempt status. However, owners are not required to petition for a certificate of exemption in order to give rent increases based on their understanding of the exemption rules under the Ordinance.

**No Charges to Participate in RAP Proceedings.** Owners can submit the completed form by mail or in person. There is no fee or charge to either party for filing a petition or responding to one, having a RAP staff member mediate a case, or for participating in a RAP hearing.

## **THE HEARING**

### **HOW TO PREPARE FOR A HEARING**

**Naming Someone to Represent You.** If you wish to appoint someone to act as your representative, before or during mediation or at the hearing, you can list them on your Response form or send the RAP a signed letter naming them as your representative. You are not required to be represented and you can un-name or change your representative at any time. If your representative appears at the hearing you are not required to be present. However, generally you as the owner may have information that will not be available to support your case if you are not present to testify at the hearing.

**Request an interpreter.** If you have trouble speaking or understanding English, you may bring a friend who can interpret for you. If you bring your own interpreter, that person will also be sworn in. If you need an interpreter to be provided for you, contact the Rent Adjustment Office in writing at least 10 days prior to the date of your hearing.

## **HERE ARE SOME TIPS ON PREPARING TO PRESENT YOUR CASE**

**Get Assistance.** If you need legal help, you can go to one of the landlord organizations or to a lawyer or consultant. If you need an explanation of the process for hearing or mediation or the applicable law, you can call or visit the Rent Adjustment Program office.

**Get Organized.** Make a list of the most important points you want to make at the hearing. Organize these points in the order in which they happened.

**Get Evidence.** If you have witnesses, it is best if they come to the hearing. If they can't come in person, get a sworn statement. This is your witness' description of what happened, and should be sworn by adding the following language to the statement "I declare the foregoing to be true and correct under penalty of perjury under the laws of the State of California." The statement must be signed and dated by the witness. However, testimony by declaration is not as good as testimony in person and will not be enough to prove a point if it is the only evidence on that point. Make sure that you talk to your witnesses before the hearing. They need to know what questions you are going to ask them.

You must submit any letters, receipts, photographs, and other tangible evidence to the RAP at least seven (7) days prior to the hearing. If your evidence is first submitted at the hearing, the Hearing Officer may refuse to consider it, unless you have a valid excuse for not providing it on time. If you need equipment to play a video or audio tape, you must advise the RAP Office in advance. Your tenant must do the same.

You can ask the Hearing Officer to "take notice" of public records or facts that sensible people don't argue about, like what month it is or in what direction the sun rises in the morning. Remember that you will have an opportunity to ask each witness questions. Plan what questions you may want to have them answer.

**Look through the Tenant's evidence.** Just like you, the tenant must submit his or her written evidence to the RAP at least seven (7) days before the hearing. You can look at the evidence by making an appointment for a "file review" with a RAP staff member. (NOTE: You will not be able to have a file review on a drop-in basis. Be sure to call the RAP office, at 510-238-3721, sufficiently in advance of the date you want the file review.)

**Practice presenting your case.** Once you have gathered the facts and evidence, practice telling your side of the story. Present your case to a friend who can ask questions if some of your points are confusing. You may need to explain something in a different way to make your point clear.

**Avoid asking for a rescheduling ("continuance"), unless it is really necessary.** The Rent Adjustment Ordinance requires staff to grant a continuance of a hearing only for good cause and in the interests of justice. More than one continuance will not be granted to the same party unless the party shows extraordinary circumstances. Requests for a continuance must be made in writing



as soon as possible after you receive the Notice of Hearing from the RAP office. Requests based on a scheduling conflict must include documentation that a prior appointment was scheduled before you received the notice of hearing. Requests based on a medical or other emergency must have a statement from a physician or someone else familiar with your situation. Before submitting a request for continuance, the person requesting it must try to reach agreement with the other party or parties for two alternate hearing dates. An agreement by all of the parties to a continuance does not guarantee that it will be granted by the RAP. The parties still need to show good cause for their request. When the parties have agreed to ask for rescheduling, the RAP must be notified in writing as early as possible and all parties, or their representatives, must sign.

If the party or parties can demonstrate good cause under the provisions of the Ordinance, a continuance can be granted.

### **AT THE HEARING**

**Bring your evidence.** You should have the originals of the documents *you previously submitted*. Make sure your witnesses can get to the hearing. Make sure your papers are in the order that you want to present them so you can find them. Keep your answers short and to the point. You should only talk about things related to your case.

Only testify to what you know for sure. It's okay to say that you don't understand a question. It's also okay to say that you don't know or that you've forgotten something. Just tell the truth, and don't guess at your answers.

**Wait your turn.** If your tenant is talking to the Hearing Officer first, you can write down any questions you may want to ask. When it's your turn, you can make your points.

**Don't get angry.** Even if you think your tenant is rude or lying, try to stay calm. If you don't make logical arguments, it will be very difficult for the Hearing Officer to understand what you are trying to say. Your behavior in the hearing can influence the Hearing Officer's decision. Don't interrupt, but make sure you state your case clearly and completely when it is your turn.

**Don't be late!** Rent Adjustment hearings are sometimes very brief. If you're late, they will start the hearing without you and may finish before you arrive.

### **THE HEARING DECISION**

A hearing decision normally is issued within 30 days after the close of the hearing. If the Hearing Officer's decision is in your favor, the decision may include an order for your tenant to pay an increased rent for a certain period of time to compensate you for rent that was not paid during the time it took to hold the hearing. If the decision is in favor of the tenant, the decision

may include an order reducing the rent the tenant has to pay or just invalidate an increase that hasn't gone into effect. A Hearing Officer's order is serious. If either party doesn't obey the order of the Hearing Officer, the other party can report this to the RAP, which has authority to enforce its orders by levying civil penalties.

**Errors in the Hearing Officer's Decision.** If you feel that there are any clerical errors in the Hearing Officer's decision, you can request the Hearing Officer to correct the decision. It is suggested that you do this before the time to appeal (15 days) expires. For example, if you won at the hearing but there is no mention of the correct rent, it may be a clerical error. A hearing officer cannot change a decision except to correct a clerical error. Other errors must be corrected by the Rent Board on appeal. You must write to the Hearing Officer asking for a correction to the decision. If the Hearing Officer finds an error, he or she will correct the decision. However, writing such a letter does **NOT** extend the time for filing an appeal.

You cannot apply for another hearing because you do not like the decision. But you can appeal the decision to the Housing Residential Rent and Relocation Board (Rent Board).

## **THE APPEAL PROCESS**

### **APPEAL OF A HEARING OFFICER'S DECISION**

**Reasons For Appeal.** The reasons allowed for appeal to the Board are listed in the Rent Board Regulations. Most decisions are appealed for the following reasons:

1. The decision does not follow the applicable law, including OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. In order for the Board to understand your appeal, you have to be specific about what Ordinance section, Regulation or prior Board decision is involved.
2. The decision is inconsistent with decisions issued by other Hearing Officers. You must explain how the decision is inconsistent and identify both decisions.
3. The decision raises a new policy issue that has not been decided by the Board. You must state the issue in detail and your reasons as to how the issue should be decided.
4. The decision is not supported by substantial evidence. You are responsible for making sure that a sufficient record (not new evidence) is before the Board to support your position.
5. You were denied a sufficient opportunity to present your claim or respond to the tenant's claims. You must explain how you were denied a sufficient opportunity. Note: A hearing is not required in every case. An administrative decision may be appropriate.

Your appeal must be filed within 20 days of the date a hearing decision is mailed to you (15 days, plus 5 days for mailing). If your appeal is late, you must request a hearing to explain to the Board why it was late. By Board instructions, Rent Adjustment staff will dismiss appeals filed late, unless you present an excuse with the appeal. If you have a good excuse for the late filing, you must attach the excuse to the appeal. Your excuse will be presented to the Board.

**NOTE:** When filing your appeal, **it is your responsibility to serve a complete copy of your appeal on the tenant.** You must fill out the proof of service form on the appeal certifying under penalty of perjury that you served the tenant a copy.

You can request an appeal form from the RAP office or download one at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>. It is important to fill out the form completely and explain your reasons for filing the appeal. You **must** attach an explanation of your appeal to the form. The Board has adopted a rule limiting the appeal and attachments to 25 pages. There is no fee for filing an appeal.

You may submit additional written argument as late as 3:00 p.m. of the eighth day before the appeal hearing. Usually, the Board will not accept evidence that was not presented to the Hearing Officer, but you may describe to the Board what evidence you have that you did not present.

**Who Will Review My Appeal?** Usually, the case manager (analyst) who processes the case reviews your appeal. Then the Rent Adjustment Program Manager will read your appeal. Finally, the Hearing Officer who made the original decision will review the appeal. The Hearing Officer will consider only the information contained in the appeal, and the records from the original hearing, and may issue a corrected decision to correct a clerical error. You will not be able to speak to the Hearing Officer about your appeal.

**What Rent Does the Tenant Pay While the Appeal is Pending?** The hearing decision is automatically suspended if an appeal is filed. For example, if the original hearing decision orders the tenant to pay a greater or lesser amount, the increase or decrease in the rent does not go into effect until after the Board issues a final written decision.

**How am I Notified About the Appeal Hearing?** You will receive a written notice of the date, time, and place of your appeal hearing by mail.

**Request an interpreter.** If you have trouble speaking or understanding English, you may bring a friend who can interpret for you. If you bring your own interpreter, that person will also be sworn in. If you need an interpreter to be provided for you, contact the Rent Adjustment Office in writing at least 10 days prior to the date of your hearing.

## **RENT BOARD REVIEW OF A HEARING DECISION**

At the appeal hearing, the Rent Board listens to the arguments of the parties. The case file is available to the Board at the hearing. The Board is checking the decision to make sure that it conforms to the law and that there is substantial evidence in the record to support it.

The Board can: (a) make a decision based on the record as presented; or (b) send back (remand) the case to the RAP for further hearing or re-calculation. The Board rarely hears new evidence, but if new evidence is warranted, sends the case back to staff to hear the new evidence instead.

After hearing the arguments, the Board deliberates publicly, votes and announces the decision at the meeting. Staff later drafts a written decision that is presented to the Board for their approval. The Board's written decision is the final decision by the City. Parties cannot appeal to the City Council, but you may petition the Superior Court to review the decision within 90 days after the date the appeal decision is mailed.

\*\*\*\*\*

If you have any questions that were not covered in this summary or wish to request materials or to submit materials, you may contact the Rent Adjustment Program Office at (510) 238-3721 between the hours of 8:30 a.m. and 5:00 p.m. You also may come in person during RAP drop-in hours and speak to a staff RAP analyst.

Rent Adjustment Program Drop-in Services  
at the Housing Assistance Center  
250 Frank H. Ogawa Plaza, Suite 6301, 6th Floor  
Hours: 10:00 a.m.-12:00 noon & 2:00-4:00 p.m.

## **Allowable Annual Rent Increase**

The annual CPI increase rate effective **July 1, 2015 through June 30, 2016 is 1.7%**, and cannot take effect earlier than July 1, 2015. Tenants can only be given one increase in any 12-month period, and the rent increase cannot take effect earlier than the tenant's anniversary date (i.e., at least one year from the tenant's move-in date or from the last prior rent increase). In addition, California law requires that tenants be provided with written advance notice of a rent increase either 30 days (for increases 10% or less) or 60 days (for increases greater than 10%) before the effective date of the increase. In certain circumstances rent can be raised higher than the CPI increase (see Rent Adjustment Ordinance and Regulations). If a landlord has "banked" prior year increases, covered units cannot receive a CPI-based increase of more than 3X the current year CPI (see *Banking* in Rent Adjustment Program Regulations).

- July 1, 2015: 1.7%
- July 1, 2014: 1.9%
- July 1, 2013: 2.1%
- July 1, 2012: 3.0%
- July 1, 2011: 2.0%
- July 1, 2010: 2.7%
- July 1, 2009: 0.7%
- July 1, 2008: 3.2%
- July 1, 2007: 3.3%
- May 1, 2006: 3.3%
- May 1, 2005: 1.9%
- May 1, 2004: 0.7%
- May 1, 2003: 3.6%
- July 1, 2002: 0.6%
- March 1, 1995 - June 30, 2002: 3% per year

## INSTRUCTIONS FOR USE OF BANKING CALCULATOR

### “Banking” (Deferred Annual Increases)

The Banking Calculator is an Excel worksheet designed to calculate what a tenant’s current rent would be if the tenant had received an allowable annual CPI increase every year. The Excel Banking Calculator will tell you what amount of unclaimed increases (Banking) can be given as a rent increase in the current year, based upon the Banking available for that tenant AND the current year’s Banking limit (3x the current year’s CPI).

CPI (based on Banking) increases are calculated on the base rent only, excluding any capital improvement pass-throughs.

### Using the Excel Banking Calculator

The Banking Calculator is available at the Rent Adjustment website, under “Landlord Resources/Quick Links/Banking Calculator at: <http://oaklandnet/home/Government/o/hcd/s/LandlordResources/index.htm> Below are instructions for completing the calculator in Excel. A hard copy form is attached for reference.

1. At the top of the page, under CALCULATION OF DEFERRED CPI INCREASES (BANKING) are the cells where you enter the information the calculator will use to determine your Banking. **You must fill in cells D9, D10, D11 and D14.**
  - **D9 – Initial move-in date.** The date tenant first paid rent for the unit.
  - **D10 – Effective date of increase.** The date your proposed increase will take effect.
  - **D11 – Current rent (before increase).** This is the **current base rent** before the increase. Exclude any capital improvements pass-throughs.
  - **D12 – Prior cap. imp. pass-through.** If the tenant is currently paying a prior capital improvement pass-through, enter it here. It will be excluded in the banking calculation.
  - **D13 - Date calculation begins.** The calculator should fill in this date for you. It will be the same date as **D9**, **OR** will be the date that is **11 years before the effective date of increase** if the initial move-in date was longer than 11 years ago.
  - **D14 – Base rent when calc. begins.** Enter the rent amount that was in effect on the date in **D13**. This will be the **original rent** (rent at move-in) **OR** will be the rent paid 11 years before the date of increase, whichever is more recent.
2. If the planned increase includes justifications other than Banking (such as capital improvements) put an X in the box as directed by the arrow at the far right side of the page. The calculator will automatically suspend the current year’s CPI increase if the justification is one that replaces the current year’s CPI.
3. After you have filled in the cells as described above, the columns in the ANNUAL INCREASES TABLE will fill in automatically with the CPI rent increases that would have been allowed at each anniversary date of the tenancy and what the rent ceiling would have been each year.
4. Below, under CALCULATION OF LIMIT ON INCREASE, you will find the results of the calculation, showing the **Banking available this year (E35)** and the sum of **Banking this year + base rent (E36)**. If your increase includes a **Prior year’s capital improvements recovery (pass-through)**, enter that amount in cell **E37**. Finally, the sum of **E36** and **E37** will give you the **Rent ceiling w/o other new increases** in cell **E38**, the amount you can give based on Banking.
5. If you are doing your **Banking calculation manually**, refer to the attached **Allowable Annual Rent Increase** list. Use a hand calculator to add up the CPI rates for each year starting with the tenant’s 1 year anniversary, or compound each year’s allowable increase amount based on that year’s CPI.  
**REMEMBER: You cannot claim Banked amounts that are not available to you, and your Banked increase in a single year cannot exceed the Banking limit cap, i.e., 3x the current year’s CPI.**

# CITY OF OAKLAND



Department of Housing and Community Development  
 Rent Adjustment Program  
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

P.O. Box 70243  
 Oakland, CA 94612  
 (510) 238-3721

### CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date		<b>MUST FILL IN D9, D10, D11 and D14</b>	Case No.:		<b>CHANGE YELLOW CELLS ONLY</b>
Effective date of increase			Unit:		
Current rent (before increase and without prior cap. improve pass-through)					
Prior cap. imp. pass-through					
Date calculation begins	0-Jan-1900				
Base rent when calc. begins					
If the planned increase includes other than banking put an X in the box→ <input style="width: 50px;" type="checkbox"/>					

### ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
				#N/A		
1/0/1900				-	-	\$0

### Calculation of Limit on Increase

	D9 needs a value
Banking limit this year (3 x current CPI and not more than 10%)	#N/A
Banking available this year	\$ -
Banking this year + base rent	\$ -
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ -

**Notes:**

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

## INSTRUCTIONS FOR USE OF INCREASED HOUSING SERVICE COSTS WORKSHEET

The **Increased Housing Service Costs (“IHC”) Worksheet** is attached and is available as a **Calculator** in Excel format at the Rent Adjustment website, under “Owner Forms:” <http://oaklandnet/home/Government/o/hcd/s/LandlordResources/DOWD008774> . Below are instructions for completing the calculator in Excel. **Note:** You also can calculate the IHC Worksheet by hand.

**Page 1, Income and Expenses**, of the calculator allows you to compare the net of your gross operating income and gross operating expenses (not including Capital Improvements) between two calendar years to determine if there has been an increase in net housing service costs in the second year. The net costs for Year 2 must exceed the net costs for Year 1 by an amount greater than the allowable CPI increase in order to qualify as an Increased Housing Service Cost. **NOTE: The Increased Housing Service Cost increase takes the place of the CPI increase for the year claimed.** Since August 1, 2014, a rent increase based on Increased Housing Service Costs cannot exceed 10%.

1. At the top of **page 1**, enter the **Effective Date of Increase**. You will see that the dates of the previous two years automatically fill in at the top of the columns to be compared.
2. On lines 1-7 enter the total income for each category, in Columns E and F. Cells E8 and F8 will automatically sum the income totals.
3. On lines 9-20 enter the total expense for each category, in Columns E and F. Cells E21 and F21 will automatically sum the expense totals.
4. On lines 22 and 23 enter your expenses for both categories, in Columns C and D. Cells C24 and D24 will automatically sum the subtotal. Cells C25 and D25 will automatically fill in with the amount of 8% of gross operating income.
5. On the next line Columns E and F will automatically fill in with the greater of either line 24 or 25.
6. On lines 26 and 27 indicate any other expenses and enter the amounts in Columns E and F.
7. Cells E28 and F28 will fill in with the Total Net Operating Expenses for both years. Cell F29 will provide the Difference in Expenses (Year 2-Year 1).

**Page 2, Calculation of IHC Rent Increase**, will determine whether or not the increase in expenses is greater than the CPI rate, based on the Effective Date of Increase which you entered on page 1 of the Excel worksheet. If doing it manually, you can refer to the table of CPI rates on the attached page to find the CPI for the current and past fiscal years.

1. Line 1 will fill in automatically with the amount that the annual expenses have increased. Line 2 will divide the amount in Line 1 by 12 to give the average monthly increased expenses. Line 3 will fill in the amount of monthly gross rental income based on the total of Year 2 monthly rents which you will have entered in the box below. Line 4 will divide the amount on Line 2 by the amount on Line 3 to derive the percent of an increase based on increased housing service costs. The next two lines below will answer: **Is percent of increase greater than CPI?** and **Is increase greater than 10%**. If your IHC costs are greater than 10%, your allowable increases will be capped by the calculator at 10%.
2. In the box below, **Allocation of Increase: CPI or IHC or 10%?** enter the amounts of Year 2 rents by unit. The calculator will allocate the amount of monthly increase to each unit, according to the allowed basis for increase, and will give the new monthly rent amounts.

For a full description of the Increased Housing Service Costs justification, see the Rent Adjustment Program Regulations – Appendix A, at the website, under “Current Ordinances and Regulations:”

<http://oaklandnet/home/Government/o/hcd/o/RentAdjustment/DOWD008793>



**INCREASED HOUSING SERVICE COSTS, p.1 Income and Expenses.**

Effective Date of Increase:

		INCOME		
		Notes	#N/A	#N/A
1	Rents			
2	Laundry			
3	Parking			
4	Other, specify:			
5	Other, specify:			
6	Other, specify:			
7	Other, specify:			
8	(sum of lines 2-8)	<b>Gross Operating Income</b>	\$0.00	\$0.00

		EXPENSES		
		Notes	#N/A	#N/A
9	Business License Tax			
10	Electricity/Gas			
11	Furnishings			
12	Insurance			
13	Laundry			
14	Parking expense			
15	Refuse removal			
16	Replacement			
17	Security			
18	Taxes			
19	Water/Sewer			
20	Other: (specify)			
21	(sum of lines 9-20)	<b>Gross Operating Expenses</b>	\$0.00	\$0.00

AND EITHER:		#N/A	#N/A
22	Maintenance/Repairs		
23	Management expenses/accounting/legal		
24	<b>SUBTOTAL</b>	\$0.00	\$0.00
OR:			
25	8% of gross op. income	\$ -	\$0.00

The greater of either line 24 or line 25		\$0.00	\$0.00
--	--	--------	--------

26	Other expense, specify:			
27	Other expense, specify:			
28		<b>Total Net Operating Expenses</b>	\$0.00	\$0.00
29		Difference in expenses (YR2-YR1)		\$0.00

**CALCULATION OF IHC RENT INCREASE**

Calculation of Increase as a Percentage			
RAP Regulations - Appendix A, §10.1.1			
1	(Income and Expenses, line 29)	Annual expenses increased by	\$0.00
2	(line 1 divided by 12)	Average monthly increased expenses	\$0.00
3	(total of Y2 rents below)	Monthly gross rental income	\$0.00
3a		<b>Gross rent verification:</b>	
4	(line 2 divided by line 3)	<b>Percent increase</b>	
		Is Percent increase greater than CPI?	
		Is increase greater than 10%	

Unit	Rent from Year 2 (monthly)	Allocation of Increase: CPI or IHC or 10%?	
		\$ Increase	New Rent

Monthly	\$0.00	\$0.00
Annual	\$0.00	



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

### INSTRUCTIONS FOR FILLING OUT CAPITAL IMPROVEMENTS CALCULATOR WORKSHEET

- 1. The excel spreadsheet is available on the Rent Adjustment Program (RAP) website at <http://www2.oaklandnet.com/government/o/hcd/s/landlordresources/index.htm>**
- 2. The yellow cells are the cells that you should fill out. The grey and white cells are formatted to do the appropriate calculations and cannot be changed.**
- 3. Insert the effective date of the rent increase in cell H4.**
- 4. Insert the number of residential units in the building in cell H5.**
- 5. Insert the building-wide capital improvements made to the building in Column A, lines 8-17. If you have more improvements to enter you can click the "Add Row" button in A5 to get additional rows.**
- 6. Insert the date completed and out of pocket costs in Columns B and C, rows 8-17.**
- 7. If your building is a mixed use building and contains commercial space, then put an "x" in cell D19.**
- 8. If your building is a mixed use building insert the number of square feet of residential and commercial space in cells D20 and D21.**
- 9. If you also did unit-specific capital improvements then fill in the section entitled "Improvements limited to specific units."**
- 10. As above, fill in the improvement, the date completed and the full cost in Columns A, B and C, rows 30-35. If you have more improvements than fit in those rows then click the "Add Row" button in A27 to get additional rows.**
- 11. In Column E, rows 30-35, enter the number of units this particular improvement applies to (for example, if you replaced the kitchen in Unit 1, you would enter 1, however if you replaced carpeting in Unit 1 and 2, you would enter 2.)**

12. In Column F, rows 30-35, enter the particular unit number(s) where the work was performed.

13. In the Amortization section, which determines the allowable length of time for the pass-through, list each Unit number for which you intend to increase the rent, in cells A43-A52. As before, if you need additional space, click the "Add Row" button in cell A40 to get additional rows.

14. In cells B43-B52, input the current rent for each unit for which you intend to increase the rent.

15. The building-wide costs in cells C43-C52 will be generated by the spreadsheet.

16. In cells D43-D52, for each unit where you have listed unit-specific capital improvements, insert the allowable cost for each unit as it is listed in cells F30-F35. For example, if you have listed in cell A30 a kitchen remodel for unit 1 at a cost of \$10,000, and it applied only to that unit, cell F30 will report \$7,000. In the amortization section you will list unit 1 and add \$7,000 to cell D43. However, if you have reported carpeting in units 1 and 2 at a cost of \$10,000, cell F30 will report \$3,500 for each unit. Therefore, in the amortization you should list unit 1 in cell A43, and add \$3,500 to cell D43, and unit 2 in cell A44 and add \$3,500 to cell D44.

17. There is an entry message in the amortization section that will tell you whether the amounts you have filled in the cells D37-D42 (and continuing if there are more applicable units) equals the amount listed for the unit-specific costs listed in D24-D29 (and continuing.) These numbers should be equal and your spreadsheet is not accurate unless you see the words "Unit Specific Data Entry is Complete in cell A35.

18. If the spreadsheet is filled out correctly the spreadsheet will report to you the allowable amount of the rent increase, the allowable amortization period and the correct rent increase percentage. You can use these costs to help you fill out the *Enhanced Notice to Tenants for Capital Improvements* form.

# City of Oakland Capital Improvements Calculator Worksheet

## IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE

Effective Date of Rent Increase: 1-Feb-15  
 Number of Residential Units: 4

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# of Units		Allowable Cost per Unit (Pre Amortization)	Date Validation (2 years ago max)
roof	1-Oct-14	\$10,000.00	\$7,000.00	4		\$1,750.00	OK

Subtotal		\$7,000.00	\$1,750.00
Place X in box if property is mixed use.			
Residential square footage			
Other use square footage			
Percent residential use			
Total Cost Per Unit Allocated to Residential Units			\$1,750.00

## IMPROVEMENTS LIMITED TO SPECIFIC UNITS

Total Allowable Unit-Specific Pass-through (Column D)

\$0.00

IMPROVEMENT OR REPAIR	DATE COMPLETED	FULL COST	Amortizable Cost (70%)	# Units	Allowable Cost per Unit (Pre-Amortization)	APPLIES TO UNITS	Date Validation (2 years ago max)
Totals				\$0.00			

## AMORTIZATION

Sum of Unit Specific Costs (Column D below):

\$0.00

Unit	Current Rent	Building Wide Pass through	Unit Specific Pass-through	Total Pass through on Unit	Years to Amortize (5 yrs min)	Allowable Increase \$	Increase % (must be 10% or less)
A	\$2,000.00	\$1,750.00		\$1,750.00	5	\$29.17	1.46%
B	\$500.00	\$1,750.00		\$1,750.00	5	\$29.17	5.83%
C	\$250.00	\$1,750.00		\$1,750.00	6	\$24.31	9.72%
D	\$200.00	\$1,750.00		\$1,750.00	8	\$18.23	9.11%

Totals	\$0.00
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## INSTRUCTIONS FOR COMPLETION OF ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS FORM

- This notice must be completed for each unit.
- 70% of the total cost of the capital improvement may be passed through to tenants in the affected units.
- There is a 10% limit on all rent increases.
- There is a minimum 5 year amortization period (number of years to pass on the capital improvement costs) for capital improvement increases. If the capital improvement pass-through would exceed 10% of the current rent, the amortization period increases by year until the rent increase is not more than 10%.
- There is a 30% limit on all rent increases within a five year period (beginning 8/1/14).
- You cannot include a CPI (Consumer Price Index) rent increase with a capital improvement increase.
- Instead of using this form, an owner may file an *Owner's Petition* (for Capital Improvements) with the Rent Adjustment Program.

### EXAMPLES OF CAPITAL IMPROVEMENT CALCULATION

(This comes from the capital improvement worksheet available on the website <http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>)

#### Example 1

Assume you have a 4 unit building where you have done a building-wide exterior paint job for \$10,000 and hallway upgrades for \$5,000 for a total outlay of \$15,000. In this example you have done no unit-specific improvements. To give the required notice to tenants you must follow these steps.

Step 1: Enter the building-wide capital improvement costs and add them together. The total costs are \$15,000.

Step 2: Multiply the subtotal in Step 1 by 70%. (Allowable costs limited to 70% of total.) Your subtotal will equal \$10,500.

Step 3: Divide the results of Step 2 by the number of units in the building.  $\$10,500 \div 4 = \$2,625$ .



Step 4: Since there are no unit-specific increases in this example leave this section blank.

Step 5: (Same as Step 4)

Step 6: Add the building-wide and unit-specific costs together. Since here there are no unit-specific costs 6c will equal Step 2 which is \$2,625.

Step 7: Calculate the amortization period. To calculate the amortization period, you must first figure 10% of the current rent.

7a: Determine 10% of the monthly rent for the unit by entering the current rent and multiplying it by 10%. If the rent was \$1,200, the calculation would be:

$$\$1,200 \times 10\% = \$120.$$

7b: Determine the number of months it would take at 10% to recoup the allowable costs by dividing the total from 6c by 10% of the rent.

$$\$2625 \div \$120 = 21.87 \text{ months.}$$

7c: Since this number is less than 60, the amortization period is 60 months or 5 years.

Step 8: Calculate the rent increase.

8a: Since the number in 7c is less than 60, divide the allowable costs from 6c by 60.

$$\$2625 \div 60 = \$43.75.$$

Step 9: Provide the required notice to the tenant.

Fill in the rent increase amount. \$43.75

Determine the percentage increase by dividing the increase by the current rent and multiplying the result by 100.

$$\$43.75 \div \$1,200 \times 100 = \underline{3.6\%}$$

State the new rent (old rent plus rent increase).  $\$1,200 + \$43.75 = \underline{\$1,243.75}$ .

State the amortization period. 5 years.

State the date the rent increase begins and the date it will end.

## Example 2

Assume you have a two unit building where you have replaced the roof at a cost of \$10,000 and have put in a new kitchen in unit 1 at a cost of \$5,000 and new carpets in unit 2 at a cost of \$7,500. You must provide a notice for each unit.

### Unit 1

Step 1: Enter the building-wide capital improvement costs and add them together. The total costs are \$10,000.

Step 2: Multiply the subtotal in Step 1 by 70%. (Allowable costs limited to 70% of total.) Your subtotal will equal \$7,000.

Step 3: Divide the results of Step 2 by the number of units in the building.  $\$7,000 \div 2 = \$3,500$ .

Step 4: Add the unit-specific costs for this unit, which is \$5,000 for the new kitchen

Step 5: Multiply the subtotal in Step 4 by 70%. (Allowable costs limited to 70% of total.) Your subtotal will equal \$3,500.

Step 6: Add the building-wide and unit-specific costs together. Here you will add \$3,500 for the building-wide cost and \$3,500 for the unit specific cost which equals \$7,000.

Step 7: Calculate the amortization period.

7a: Determine 10% of the monthly rent for the unit by entering the current rent and multiplying it by 10%. If the rent was \$1,200, the calculation would be:

$$\$1,200 \times 10\% = \$120.$$

7b: Determine the number of months it would take at 10% to recoup the allowable costs by dividing the total from 6c by 10% of the rent.

$$\$7000 \div \$120 = 58.33 \text{ months.}$$

7c: Since this number is less than 60, the amortization period is 60 months or 5 years.

Step 8: Calculate the rent increase.

8a: Since the number in 7c is less than 60, divide the allowable costs from 6c by 60.

$$\$7000 \div 60 = \$116.67.$$

Step 9: Provide the required notice to the tenant.

Fill in the rent increase amount. \$116.67

Determine the percentage increase by dividing the increase by the current rent and multiplying the result by 100.

$$\$116.67 \div \$1,200 \times 100 = \underline{9.72\%}$$

State the new rent (old rent plus rent increase).  $\$1,200 + \$116.67 = \underline{\$1,316.67}$ .

State the amortization period. 5 years.

State the date the rent increase begins and the date it will end.

## Unit 2

Step 1: Enter the building-wide capital improvement costs and add them together. The total costs are \$10,000.

Step 2: Multiply the subtotal in Step 1 by 70%. (Allowable costs limited to 70% of total.) Your subtotal will equal \$7,000.

Step 3: Divide the results of Step 2 by the number of units in the building.  $\$7,000 \div 2 = \$3,500$ .

Step 4: Add the unit-specific costs for this unit, which is \$7,500 for the carpets.

Step 5: Multiply the subtotal in Step 4 by 70%. (Allowable costs limited to 70% of total.) Your subtotal will equal \$5,250.

Step 6: Add the building-wide and unit-specific costs together. Here you will add \$3,500 for the building-wide cost and \$5,250 for the unit specific cost which equals \$8,750.

Step 7: Calculate the amortization period.

7a: Determine 10% of the monthly rent for the unit by entering the current rent and multiplying it by 10%. If the rent was \$1,000, the calculation would be:

$$\$1,000 \times 10\% = \$100.$$

7b: Determine the number of months it would take at 10% to recoup the allowable costs by dividing the total from 6c by 10% of the rent.

$$\$8,750 \div \$100 = \underline{87.5} \text{ months.}$$

7c: Since this number is more than 60, skip to 7d.

7d: To determine the allowable number of years divide 7b by 12.  $87.5 \div 12 = \underline{7.29}$

7e: Round to the next highest number which is 8. This is the number of allowable years to pass through the increase.

7f: The allowable number of months is 7e x 12; in this case it is  $8 \times 12 = \underline{96}$ .

Step 8: Calculate the rent increase.

8a: Since the number in 7c is more than 60, divide the allowable costs from 6c by the number in 7f, in this case 96.

$$\$8,750 \div 96 = \underline{\$91.14}.$$

Step 9: Provide the required notice to the tenant.

Fill in the rent increase amount. \$91.14

Determine the percentage increase by dividing the increase by the current rent and multiplying the result by 100.

$$\$91.14 \div \$1,000 \times 100 = \underline{9.11\%}$$

State the new rent (old rent plus rent increase).  $\$1,000 + \$91.14 = \underline{\$1,091.14}$ .

State the amortization period. 8 years.

State the date the rent increase begins and the date it will end.

This information and an excel spreadsheet are also available on the Rent Adjustment Program website at

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

**ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\***

*This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.*

Date: 10/1/14

To Tenant(s): John Smith and Jane Doe

Property Address: 1500 Broadway Unit Number 3

Current Rent: \$ 1,200 # of Units 4

Date of Rent Increase: 11/1/14

**Step 1: Enter the building-wide capital improvements (See instructions for examples)**

Building-wide Capital Improvements CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
New Roof	12,000	11/1/13	12/1/13
<b>SUBTOTAL:</b>	12,000		

**Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)**

$$\frac{\$ 12,000}{\text{Subtotal}} \times 70\% = \frac{\$ 8,400}{\text{Step 2}}$$

**Step 3: Divide results of Step 2 by the number of units affected**

$$\frac{\$ 8,400}{\text{Step 2}} \div \frac{4}{\text{\# of units}} = \frac{\$ 2,100}{\text{Step 3}}$$

**Step 4: Enter capital improvements for specific unit**

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
<b>SUBTOTAL:</b>			

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\text{\$ } \underline{\hspace{2cm}} \times 70\% = \underline{\hspace{2cm}} \text{ Step 5}$$

Subtotal

Step 6: Add:

- 6a: TOTAL for building wide capital improvement for this unit (Step 3) \$ 2,100
- 6b: TOTAL for unit specific capital improvement (Step 5) \$
- 6c: Total allowable cost for unit (pre-amortization) \$ 2,100  
(6c)

**Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD**

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ 1,200 x 10% = \$ 120  
(7a)

Step 7b: (# of months) Divide the total allowable pass-through (6c) by 7a \$ 2100 ÷ \$ 120 = 17.5  
(6c) (7a) (7b)

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{\hspace{2cm}}{(7b)} \div 12 = \frac{\hspace{2cm}}{(7d)}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number.             
(7e)

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12           . The rent increase ends on the last month.

**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a:** If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.

$$\frac{\$2,100}{6c} \div \underline{60} = \underline{\$35}$$

ALLOWABLE RENT INCREASE

**Step 8b:** If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)

$$\frac{\$}{6c} \div \frac{7f}{7f} = \frac{\$}{ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ 35

Rent Increase% 2.92 (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$35}{\text{Rent increase}} \div \frac{\$1200}{\text{Current Rent}} \times 100 = \frac{2.92}{\% \text{ increase}}$$

New Rent: \$ \$1,235 (old rent plus rent increase)

Amortization Period 5 (In years, minimum of 5)

Date Rent Increase Begins: 11/1/14 Date Rent Increase Ends: 10/31/19

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

**ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\***

***This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.***

Date: 10/1/14

To Tenant(s): Jane Hsu

Property Address: 1400 Madison Unit Number 4

Current Rent: \$ 1,300 # of Units 4

Date of Rent Increase: 11/1/14

**Step 1: Enter the building-wide capital improvements (See instructions for examples)**

Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Lobby Remodel	8000	11/1/13	12/1/13
<b>SUBTOTAL:</b>	8000		

**Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)**

$$\frac{\$8,000}{\text{Subtotal}} \times 70\% = \frac{5,600}{\text{Step 2}}$$

**Step 3: Divide results of Step 2 by the number of units affected**

$$\frac{\$5,600}{\text{Step 2}} \div \frac{4}{\text{\# of units}} = \frac{\$1,400}{\text{Step 3}}$$



**Step 4: Enter capital improvements for specific unit**

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
Kitchen Remodel	12,000	9/1/14	9/15/14
<b>SUBTOTAL:</b>	<b>12,000</b>		

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\frac{\$ 12,000}{\text{Subtotal}} \times 70\% = \frac{8,400}{\text{Step 5}}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)	\$ <u>1,400</u>
6b: TOTAL for unit specific capital improvement (Step 5)	\$ <u>8,400</u>
6c: Total allowable cost for unit (pre-amortization)	\$ <u>9,800</u> (6c)

**Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD**

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ 1,300 x 10% = \$ 130  
(7a)

Step 7b: (# of months)  
Divide the total allowable pass-through (6c) by 7a \$  $\frac{9800}{(6c)} \div \frac{130}{(7a)} = \frac{75.3}{(7b)}$

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{75.3}{(7b)} \div 12 = \frac{6.28}{(7d)}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number.  $\frac{7}{(7e)}$

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12 84. The rent increase ends on the last month.

**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a:** If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.

$$\frac{\$ \underline{\hspace{2cm}}}{6c} \div \underline{60} = \$ \underline{\hspace{2cm}} \text{ ALLOWABLE RENT INCREASE}$$

**Step 8b:** If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)

$$\frac{\$ \underline{9,800}}{6c} \div \frac{\underline{84}}{7f} = \$ \underline{116.66} \text{ ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ 116.66

Rent Increase % 8.97 (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$ \underline{116.66}}{\text{Rent increase}} \div \frac{\$ \underline{1300}}{\text{Current Rent}} \times 100 = \frac{\underline{8.97}}{\% \text{ increase}}$$

New Rent: \$ \$1,416.66 (old rent plus rent increase)

Amortization Period 7 (In years, minimum of 5)

Date Rent Increase Begins: 11/1/14 Date Rent Increase Ends: 10/31/21

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

**ENHANCED NOTICE TO TENANTS FOR CAPITAL IMPROVEMENTS\***

***This enhanced notice must be served with a notice of rent increase and RAP Notice and filed with the Rent Adjustment Program within 10 days of service of these notices on the tenant.***

Date: \_\_\_\_\_

To Tenant(s): \_\_\_\_\_

Property Address: \_\_\_\_\_ Unit Number \_\_\_\_\_

Current Rent: \$ \_\_\_\_\_ # of Units \_\_\_\_\_

Date of Rent Increase: \_\_\_\_\_

**Step 1: Enter the building-wide capital improvements (See instructions for examples)**

<b>Building-wide Capital Improvements CATEGORY(Attach separate sheet if needed)</b>	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>
<b>SUBTOTAL:</b>			

**Step 2: Multiply Subtotal in Step 1 by 70% (Increase Limited to 70%)**

$$\text{\$ } \frac{\text{Subtotal}}{\text{Subtotal}} \times 70\% = \frac{\text{Step 2}}{\text{Step 2}}$$

**Step 3: Divide results of Step 2 by the number of units affected**

$$\text{\$ } \frac{\text{Step 2}}{\text{Step 2}} \div \frac{\text{\# of units}}{\text{\# of units}} = \text{\$ } \frac{\text{Step 3}}{\text{Step 3}}$$

**Step 4: Enter capital improvements for specific unit**

Unit-Specific Capital Improvement CATEGORY (Attach separate sheet if needed)	TOTAL COSTS	DATE COMPLETED	DATE PAID FOR
<b>SUBTOTAL:</b>			

Step 5: Multiply Subtotal in Step 4 by 70% (Increase Limited to 70%)

$$\text{\$ } \frac{\text{Subtotal}}{\text{Subtotal}} \times 70\% = \frac{\text{Step 5}}{\text{Step 5}}$$

Step 6: Add:

6a: TOTAL for building wide capital improvement for this unit (Step 3)

\$ \_\_\_\_\_

6b: TOTAL for unit specific capital improvement (Step 5)

\$ \_\_\_\_\_

6c: Total allowable cost for unit (pre-amortization)

\$ \_\_\_\_\_

(6c)

**Step 7: INSTRUCTIONS TO CALCULATE THE AMORTIZATION PERIOD**

To calculate the amortization period (length of time for the pass-through), first calculate 10% of the current monthly rent.

Step 7a: (10% limit) Current Rent \$ \_\_\_\_\_ x 10% = \$ \_\_\_\_\_  
(7a)

Step 7b: (# of months)

Divide the total allowable pass-through (6c) by 7a \$ \_\_\_\_\_ ÷ \$ \_\_\_\_\_ = \_\_\_\_\_  
(6c) (7a) (7b)

Step 7c: (60 months?) If the number determined in 7b is less than or equal to 60, the amortization period is 60 months or 5 years.

Step 7d: (Length of time?) If the number determined in 7b is greater than 60, divide 7b by 12.

$$\frac{\text{_____}}{\text{(7b)}} \div 12 = \frac{\text{_____}}{\text{(7d)}}$$

Step 7e: (# of years) If 7d is not a whole number, round up to the next highest number. \_\_\_\_\_  
(7e)

7e= the # of years you are allowed to pass through the rent increase.

Step 7f: (Allowable # of months) The allowable # of months is 7e x 12 \_\_\_\_\_. The rent increase ends on the last month.

**Step 8: INSTRUCTIONS TO CALCULATE THE RENT INCREASE**

**Step 8a: If the number determined in 7b is less than or equal to 60, divide the total pass-through per unit (6c) by 60.**

$$\frac{\$ \underline{\hspace{2cm}}}{6c} \div \underline{60} = \$ \underline{\hspace{2cm}} \text{ ALLOWABLE RENT INCREASE}$$

**Step 8b: If the number determined in 7b is greater than 60, divide the total pass-through per unit (6c) by the number of allowable months (7f)**

$$\frac{\$ \underline{\hspace{2cm}}}{6c} \div \underline{7f} = \$ \underline{\hspace{2cm}} \text{ ALLOWABLE RENT INCREASE}$$

**Step 9: PROVIDE NOTICE OF THE NEW RENT AND AMORTIZATION PERIOD**

Rent Increase Amount: \$ \_\_\_\_\_

Rent Increase% \_\_\_\_\_ (cannot exceed 10%) (To determine the % divide the rent increase amount by the current rent, then multiply the remaining number by 100)

$$\frac{\$ \underline{\hspace{2cm}}}{\text{Rent increase}} \div \frac{\$ \underline{\hspace{2cm}}}{\text{Current Rent}} \times 100 = \underline{\hspace{2cm}} \text{ \% increase}$$

New Rent: \$ \_\_\_\_\_ (old rent plus rent increase)

Amortization Period \_\_\_\_\_ (In years, minimum of 5)

Date Rent Increase Begins: \_\_\_\_\_ Date Rent Increase Ends: \_\_\_\_\_

\*An Owner may still file an *Owner Petition* for capital improvement increase instead of the enhanced notice requirements.

Use of this form is optional; an owner may provide his or her own form that meets the requirements of the RAP Ordinance and Regulations.

**There is an excel spreadsheet available on the RAP website which will calculate the amortization period for you.**

<http://www2.oaklandnet.com/Government/o/hcd/s/LandlordResources/index.htm>

By: \_\_\_\_\_  
Owner's Signature

\_\_\_\_\_  
Print Name



P.O. BOX 70243, OAKLAND, CA 94612-2043  
 Department of Housing and Community Development  
 Rent Adjustment Program

TEL (510) 238-3721  
 FAX (510) 238-6181  
 TDD (510) 238-3254

## NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (“RAP”) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing. If the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Fl., Oakland, CA 94612 or: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Your payment for the annual fee is not part of the rent. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (“TPO”) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)

### TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_\_, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_.

I received a copy of this notice on \_\_\_\_\_  
 (Date) (Tenant’s signature)

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Baun Thoang Baun quyean loi cuua ngodoi thuea trong Oakland nay cuong cou baeng tieang Vieat. Nea cou moat baun sao, xin goi (510) 238-3721.



# CIUDAD DE OAKLAND

P.O. Box 70243, Oakland, California 94612-0243

Agencia de Desarrollo Económico y de la Comunidad  
(Community Economic Development Agency)(510) 238-3721  
Programa de Ajuste de Alquileres

Fax (510) 238-3691  
TDD (510) 238-3254

## NOTIFICACIÓN A INQUILINOS DEL PROGRAMA DE AJUSTE DE ALQUILERES RESIDENCIALES

- La Ciudad de Oakland cuenta con un Programa de Ajuste de Alquileres Residenciales (RAP, siglas en inglés) (Capítulo 8.22 del Código Municipal de Oakland) que cubre la mayoría de las viviendas de alquiler construidas antes de 1983. No se aplica a las viviendas alquiladas de conformidad con la sección 8, la mayoría de las viviendas y condominios para una sola familia y algunos otros tipos de vivienda. Para obtener más información sobre qué tipos de viviendas están cubiertas, llame a la oficina del Programa RAP. Este Programa limita los aumentos en el alquiler y los cambios en los términos de inquilinato en propiedades residenciales de alquiler cubiertas de Oakland.
- Usted tiene el derecho de presentar una petición ante el Programa RAP a fin de disputar incrementos que sean mayores al incremento anual general del alquiler (el llamado incremento del Índice de Precios al Consumidor – CPI). El propietario de una vivienda puede aumentar los alquileres por una cantidad mayor al incremento del CPI, pero con algunas limitaciones, incluyendo: mejoras de capital, aumentos en los gastos operativos, servicio de su deuda y aumentos generales anuales de alquiler diferidos. También puede quejarse de otras violaciones a la Ordenanza de Ajuste de Alquileres. El propietario de la vivienda deberá proporcionarle un resumen por escrito de las razones de cualquier incremento que sea mayor al Índice de Precios al Consumidor si le solicita uno por escrito.
- Si experimenta una disminución en los servicios de vivienda que usted recibe, esto podría considerarse como un aumento en su alquiler. Las disminuciones en los servicios de vivienda incluyen problemas importantes en las condiciones en las que se encuentra una vivienda.
- Para disputar un aumento en el alquiler, debe presentar su petición ante el Programa RAP dentro de los sesenta (60) días siguientes a la fecha en la que recibió por vez primera la notificación por escrito del Programa RAP utilizando el formulario del Programa de Alquileres, o dentro de los sesenta (60) días siguientes a la fecha en la que recibió la notificación del aumento de alquiler o de modificación del inquilinato, lo que ocurra más tarde. Puede obtener información y los formularios de petición en la oficina del Programa de Ajuste de Alquileres o por Internet en <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- Si usted disputa un aumento en el alquiler, debe pagar el alquiler, incluyendo el aumento disputado, hasta presentar su petición. Después de presentar su petición, puede pagar sólo la porción del aumento correspondiente al porcentaje de Ajuste en el Alquiler del Índice de Precios al Consumidor (CPI), si la cantidad del aumento del CPI ha sido indicada por separado en la notificación de aumento en el alquiler. Si no ha sido indicada por separado, usted deberá pagar sólo el alquiler que estaba pagando antes de recibir la notificación de aumento en el alquiler. Si el aumento es autorizado y usted no pagó el incremento notificado, deberá pagar la cantidad del aumento retroactivamente a la fecha en la que hubiera entrado en vigor según lo estipulado en la notificación.
- Los controles de desalojo están en vigor en Oakland (La Ordenanza de Desalojo por Causa Justa, 8.22.200 y siguientes del Código Municipal de Oakland). Usted no puede ser desalojado arbitrariamente en caso de que su vivienda alquilada esté cubierta por la Ordenanza de Desalojo por Causa Justa. Para obtener más información, llame a la oficina del Programa de Ajuste de Alquileres.

Oakland les cobra anualmente a los propietarios una Cuota de Servicio del Programa de Alquileres de \$30 por vivienda de alquiler. Si el propietario paga la cuota dentro del plazo, tiene derecho a obtener de parte de usted la mitad de la cuota (\$15) por unidad. Los \$15 que usted paga como porción de la cuota anual no forman parte del alquiler.

La Ordenanza de Desalojo por Perjuicios (Capítulo 8.23 del Código Municipal de Oakland) puede exigir que los inquilinos que cometan o permitan ciertos actos ilícitos en la Vivienda de Alquiler o en el terreno en donde se encuentra la vivienda o en las áreas comunes del complejo de alquiler **deban** ser desalojados. Si el propietario no lleva a cabo el desalojo, el Abogado Municipal podría hacerlo.

### DECLARACIÓN DE LA POLÍTICA SOBRE FUMADORES DEL INQUILINO

- SE PERMITE o NO SE PERMITE fumar (marque una con un círculo) en la vivienda \_\_\_\_\_, la que usted tiene pensado alquilar.
  - SE PERMITE o NO SE PERMITE fumar (marque una con un círculo) en otras viviendas de edificio. (Si hay viviendas de fumadores y de no fumadores en el edificio del inquilino, adjunte una lista de las viviendas donde se permite fumar)
  - SE PROHÍBE fumar en todas las áreas compartidas, tanto interiores como exteriores.
  - HAY o NO HAY (marque una con un círculo) un área exterior designada para fumadores. Está ubicada en \_\_\_\_\_.
- Recibí una copia de esta notificación el \_\_\_\_\_

此份屋崙 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

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Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bằng tiếng Việt. Để có một bản sao, xin gọi (510) 238-3721.



# 屋崙(奧克蘭)市政府

P.O. Box 70243, Oakland, California 94612-0243

社區及經濟發展局 (Community and Economic Development Agency)  
租金調整計劃處

(510) 238-3721  
傳真 (510) 238-3691  
聽障電話 (510) 238-3254

## 住宅租金調整計劃的租客通知

- 屋崙(奧克蘭)市政府設有住宅租金調整計劃(簡稱“RAP”，詳屋崙(奧克蘭)市政法規 8.22 章)，1983 年以前的多數住宅出租單位皆受其規範。這項計劃不適用於第八條款 (Section 8) 的租賃單位、大多數單家庭住屋及一些其他類型的單位。若要詳細了解這項計劃包含哪些單位，請致電 RAP 辦事處。所有包括在條款中的屋崙(奧克蘭)市住宅出租物業，其租金調漲及租期的變更皆會受到本計劃限制。
- 若租金調漲大於年度一般租金調漲(稱為 CPI 租金調漲)，你就有權向 RAP 提出陳情，質疑這項調漲。房東可為後述原因而調漲超過 CPI 租金調漲的金額，但有部份限制：基本設施修繕工程、營運費用增加、本息償還費用調漲及延緩年度租金調漲。你亦可投訴關於其他違反租金調漲條例事宜。若房東的調漲率高於一般年度調漲率，且你提出書面要求，則房東必須提出調漲理由的書面概要說明。
- 若提供給你的房屋服務有所減少，亦可被視作租金調漲。削減房屋服務亦包括了租屋單位的狀況出現重大問題。
- 若要質疑租金調漲，你必須在第一次收到 RAP 的書面通知後六十 (60) 天內，使用租金調整計劃表格向 RAP 提出陳情，或可在收到租金調漲或租期變更後的六十 (60) 天內提出，以其中較晚者為準。你可以上網 <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html> 或向租金調整計劃處查詢資訊及取得陳情表格。
- 若你要質疑租金調漲事宜，在你提出陳情以前必須依規定支付租金，租金包括你所質疑的調漲部份。在你提出陳情以後，則你可以只支付依 CPI 租金調漲比例所調漲的部份，但前提是在租金調漲通知上有個別列出 CPI 調漲金額。若沒有另外說明，你可以只支付租金調漲通知以前所付的租金。若調漲獲得批准，而你沒有依通知支付調漲部份，你積欠的調漲金額需追溯至通知所訂的生效日期。
- 屋崙(奧克蘭)市政府有效實施迫遷管制條款(迫遷正當理由條例，O.M.C. 8.22.200 及其以下條款)。若你的租賃單位受到迫遷正當理由條例 (Just Cause for Eviction Ordinance) 的保障，你就不可接受任何沒有理由的迫遷。欲知詳情，請聯絡租金計劃部。

屋崙(奧克蘭)每年會向房東收取每個單位 \$30 的租金計劃服務費。若房東準時支付費用，房東就有權向你收取其中每個單位的一半 (\$15) 費用。你所支付的 \$15 年費不屬於租金的一部份。

妨害行為迫遷條例 (Nuisance Eviction Ordinance, O.M.C. 8.23 章) 規定，在租賃單位或租賃單位所在的土地或租賃複式建築的公共區進行或准許進行非法活動的租客必須被驅逐。若業主沒有驅逐租客，市政府檢察官可以執行這項工作。

### 租客的抽煙政策公開聲明

- 准許或不准(請圈選一項) 在 \_\_\_ 單位(您計劃租用的單位) 內抽煙。
- 准許或不准(請圈選一項) 在您所住建築內的其他單位處抽煙。(若租客所住建築內同時有准許和不准抽煙的單位，請列出准許抽煙的單位名單。)
- 所有公共區域皆屬嚴禁抽煙區，包括室內和室外。
- 本建築設有或未設有(請圈選一項) 室外專用抽煙區，地點位於 \_\_\_\_\_。

本人於 \_\_\_\_\_ 收到這份通知書影印本。

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Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có một bản sao, xin gọi (510) 238-3721.





Thành Phố Oakland

P.O. Box 70243, Oakland, California 94612-0243

Cơ Quan Phát Triển Kinh Tế và Cộng Đồng (Community and Economic Development Agency)

Chương Trình Điều Chỉnh Tiền Thuê Nhà

(510) 238-3721

FAX: (510) 238-3691

TDD (dành cho người khiếm thính):

(510) 238-3254

## THÔNG BÁO CHO NGƯỜI THUÊ NHÀ VỀ CHƯƠNG TRÌNH ĐIỀU CHỈNH TIỀN THUÊ NHÀ CHO CƯ DÂN

Thành phố Oakland có một Chương Trình Điều Chỉnh Tiền Thuê Nhà ("RAP") cho Cư Dân (Chương 8.22 của Bộ Luật Thành Phố Oakland), trong đó có các qui định liên quan tới các căn hộ cho thuê được xây dựng trước năm 1983. Chương trình này không áp dụng cho những căn hộ cho thuê theo chương trình Section 8, đa số các cư gia dành cho một gia đình và các căn hộ chung cư và một số loại căn hộ khác. Để biết thêm chi tiết về những căn hộ thuộc chương trình này, xin gọi văn phòng của Chương Trình Điều Chỉnh Tiền Thuê Nhà. Chương Trình này giới hạn số lần tăng tiền thuê nhà và những thay đổi trong các điều kiện thuê nhà đối với nhà cho thuê thuộc chương trình tại thành phố Oakland.

Quý vị có quyền nộp đơn kiến nghị đến Chương Trình Điều Chỉnh Tiền Thuê Nhà để phản đối số tiền thuê nhà tăng vượt quá mức tăng tiền thuê nhà tổng quát hàng năm (tăng theo CPI). Một chủ nhà có thể tăng tiền thuê nhà cao hơn mức tăng CPI do sự gia tăng của một số khoản chi phí nhất định bao gồm: cải tiến cơ sở vật chất, tăng chi phí điều hành, trả nợ, các khoản tiền thuê nhà tăng hàng năm được hoãn thuế. Quý vị cũng có thể khiếu nại về các trường hợp vi phạm khác liên quan tới Sắc Luật về Điều Chỉnh Tiền Thuê Nhà. Chủ nhà phải cung cấp cho quý vị văn bản trình bày ý tóm lược về các lý do tăng tiền thuê nhà cao hơn mức tăng tổng quát hàng năm, nếu quý vị có thư yêu cầu.

Nếu quý vị nhận ít dịch vụ cư gia hơn, điều này cũng là hình thức tăng tiền thuê nhà. Việc giảm các dịch vụ cư gia bao gồm cả các vấn đề đáng kể liên quan tới tình trạng của một căn hộ.

Để phản đối việc tăng tiền thuê nhà, quý vị phải nộp đơn kiến nghị trong vòng sáu mươi (60) ngày sau khi nhận được bản thông báo của Chương Trình Điều Chỉnh Tiền Thuê Nhà cho Cư Dân (quý vị có thể sử dụng mẫu đơn của Chương Trình Điều Chỉnh Tiền Thuê Nhà), hoặc trong vòng sáu mươi (60) ngày kể từ ngày nhận được thông báo về việc tăng tiền thuê nhà hoặc thay đổi về điều kiện thuê nhà, thời điểm nào tới sau sẽ áp dụng. Quý vị có thể xem chi tiết và lấy mẫu đơn kiến nghị tại văn phòng của Chương Trình Điều Chỉnh Tiền Thuê Nhà hoặc trên trang mạng tại địa chỉ <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

Nếu quý vị phản đối việc tăng tiền thuê nhà, quý vị phải trả tiền thuê nhà của quý vị, kể cả số tiền thuê nhà tăng thêm mà quý vị phản đối cho tới khi quý vị nộp đơn kiến nghị. Sau khi quý vị nộp đơn kiến nghị, quý vị có thể chỉ trả phần tiền thuê nhà tăng dựa theo phần trăm Điều Chỉnh Tiền Thuê Nhà CPI, nhưng chỉ khi mức tăng CPI đã được trình bày riêng trong thông báo về việc tăng tiền thuê nhà. Nếu điều này không được trình bày riêng, quý vị chỉ phải trả số tiền thuê nhà mà quý vị đang trả trước khi có thông báo về việc tăng tiền thuê nhà. Nếu việc tăng tiền thuê nhà đó được chấp thuận và quý vị không trả số tiền thuê nhà tăng như được thông báo, quý vị sẽ nợ số tiền tăng đó tính ngược trở lại ngày số tiền tăng đó được nêu ra theo thông báo này.

Việc quản lý đuổi ra hiện đang có hiệu lực trong Thành Phố Oakland (Sắc Luật Đuổi Ra với Lý Do, OM,C. 8.22.200 et seq.). Quý vị không thể bị đuổi đi một cách tùy ý nếu căn hộ của quý vị được quản lý bởi Sắc Luật Đuổi Ra với Lý Do) Để biết thêm chi tiết, xin liên lạc Chương Trình Tiền Thuê Nhà:

Thành phố Oakland yêu cầu các chủ nhà trả một khoản lệ phí 30 đôla cho một căn hộ, lệ phí này được gọi là Lệ Phí Dịch Vụ của Chương Trình Cho Thuê Nhà. Chủ nhà có quyền thu một nửa số lệ phí này (12 đôla) cho một căn hộ từ quý vị. Số tiền 12 đôla mà quý vị trả cho khoản lệ phí hàng năm đó không nằm trong số tiền thuê nhà.

Theo Bộ Luật Thành Phố Oakland (O.M.C. Chương 8.23), người thuê nhà có một số hoạt động trái phép hoặc cho phép thực hiện các hoạt động trái phép trong Căn Hộ Thuê hoặc trong khu đất của căn hộ thuê đó hoặc trong các khu vực công cộng của khu nhà cho thuê phải bị trục xuất. Nếu chủ nhà không trục xuất, Luật Sư Thành Phố có thể làm điều đó.

### TRÌNH BÀY VỀ QUY LUẬT HÚT THUỐC CHO NGƯỜI THUÊ.

- Hút thuốc (khoanh tròn một cái) CHO PHÉP hoặc KHÔNG CHO PHÉP trong căn hộ \_\_\_\_\_ mà quý vị muốn mượn.
- Hút thuốc (khoanh tròn một cái) CHO PHÉP hoặc KHÔNG CHO PHÉP trong các căn hộ khác trong toà nhà của quý vị (Nếu có cả hai các căn hộ cho phép và không cho phép hút thuốc trong toà nhà của người thuê, đính kèm danh sách các căn hộ cho phép hút thuốc).
- CẤM hút thuốc ở tất cả các nơi công cộng bên trong và bên ngoài toà nhà.
- Có nơi (khoanh tròn một cái) CHO PHÉP hoặc KHÔNG CHO PHÉP hút thuốc ở các khu vực bên ngoài. Địa điểm ở \_\_\_\_\_.
- Tôi đã nhận được bản sao của thông báo này vào ngày \_\_\_\_\_.

此份屋寄 (奧克蘭) 市租客權利通知書附有中文版本。請致電 (510) 238-3721 索取副本。

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Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bằng tiếng Việt. Để có một bản sao, xin gọi (510) 238-3721.

# CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043  
Department of Housing & Community Development  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

## REQUEST TO CHANGE DATE OF PROCEEDING

**IMPORTANT INFORMATION:** A request for a change of the date of hearing or mediation must be submitted on this form as early as possible. You must sign this request. **Documentation verifying the reason for the request must be attached to this form.** A postponement may only be granted for good cause shown and in the interests of justice. The agreement of the parties to a postponement is not good cause, by itself. Only one postponement may be granted to a party unless the party shows extraordinary circumstances. The maximum postponement granted is usually 20 days. **Before submitting this request, you must try to reach an agreement with the other party(ies) for a new date for the proceeding.** If you provide two alternate hearing dates, and there is good cause for a postponement, the hearing will be set on one of the agreed dates, if the date is available on the hearing calendar. If it is not available, another date will be chosen.

<b>Lead Case Number</b>	<b>Date of Scheduled Hearing/Mediation</b>
<b>Lead Case Name:</b>	
<b>Party requesting change</b>	
<b>Contact phone number:</b>	<b>FAX Number (not required):</b>

**I request the date of the hearing in this case be changed because:**

[Please provide documentation for pre-arranged activities. If you need more space, attach additional sheets.]

- The parties agree that the hearing may be held on \_\_\_\_\_ or \_\_\_\_\_.
- OR
- I contacted the opposing party(ies) and we were unable to agree on a date for the re-scheduled hearing.

I declare under penalty of perjury pursuant to the laws of the State of California that the information provided in support of this request is true and correct.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

**THE HEARING DATE IS NOT CHANGED UNLESS THIS REQUEST IS GRANTED IN WRITING**





SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA  
**SELF-HELP & FAMILY LAW SERVICES**

**☞ Rene C. Davidson Courthouse**  
 1225 Fallon Street, Room 250  
 Oakland, CA 94612

**☞ Hayward Hall of Justice**  
 24405 Amador Street  
 Hayward, CA 94544

**Walk-in hours\*:**

Monday – Friday ♦ 8:30AM-12:00PM

**Walk-in hours\*:**

Monday – Thursday ♦ 8:30AM-12:00PM

**☎ TEL. (510) 272-1393**

Phone hours: Monday to Thursday, 2:00 p.m. to 4:00PM

**The Centers provide workshops, and information and assistance with:**

- ♦ Family Law
- ♦ Unlawful Detainers
- ♦ Name Changes
- ♦ Restraining Orders: Civil Harassment, Domestic Violence & Elder Abuse
- ♦ Child Support
- ♦ Small Claims
- ♦ Guardianships
- ♦ Custody/Visitation
- ♦ General Civil Action: (Limited Service)
- ♦ Family Law Clinics - Spanish

***Please note:***

- We cannot provide legal advice and we do not represent either party. We are not able to provide assistance if you are already represented by an attorney. To hire an attorney, call the Alameda County Bar Association's Lawyer Referral Service at (510) 302-2222.
- Please expect a wait time when visiting the center. Depending on your matter, you may be assisted on the day you arrive and/or you may be scheduled for one of our workshops.
- Given volume and staffing limitations, and so that we can provide full service to everyone who signs in, sign-in may be closed earlier than the posted closure time. We will be unable to assist anyone who arrives after sign-in has been closed for the day.

**Community Partnership Workshops (by appointment only):**

Clinics held by East Bay Community Law Center call (510)-548-4064:

- Consumer Debt Clinic
- Eviction Assistance

Clinics held by Volunteer Legal Services Corp. call (510) 302-2222:

- Low Income Eviction
- Bankruptcy Clinic
- Divorce Clinic

Alternative Dispute Resolution Program call (510) 891-6055:

- Mediation Clinic

Alameda County Superior Court Self-Help & Family Law Facilitator Services

**CLASSROOM SCHEDULE  
ROOM 240**

**REMEMBER: ALL WORKSHOPS AND CLINICS INCLUDING SPANISH FAMILY LAW CLINICS, ARE BY APPOINTMENT ONLY.**

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<p><b>9:00 a.m.</b></p> <p><b>GUARDIANSHIP WORKSHOP</b></p> <hr/>	<p><b>9:00 a.m.</b></p> <p><b>EBCLC</b></p> <p>Consumer Debt Clinic Call 510-548-4064 for an appointment</p> <hr/>	<p><b>9 a.m. – 11 a.m.</b></p> <p><b>VLSC</b></p> <p>Low Income Eviction Project (Landlords) Call 510-302-2222 for an appointment</p> <hr/>	<p><b>10 – 11 a.m.</b></p> <p><b>4<sup>th</sup> Thursday</b></p> <p>Mediation Orientation Clinic - ADR Call 510-891-6055 for an appointment</p> <hr/>	<p><b>10 – 12:45 p.m.</b></p> <p><b>VLSC - 2<sup>nd</sup> Friday</b></p> <p>Divorce Clinic Call 510-302-2222 for an appointment</p>
<p><b>1:30 p.m.</b></p> <p><b>SELF HELP CENTER WORKSHOPS</b></p>	<p><b>1:30 p.m.</b></p> <p><b>SELF HELP CENTER WORKSHOPS</b></p>	<p><b>1:30 p.m.</b></p> <p><b>SELF HELP CENTER WORKSHOPS</b></p>	<p><b>10 - 12 p.m.</b></p> <p><b>* VLSC 3<sup>rd</sup> Thursday</b></p> <p>Bankruptcy Clinic Call 510-302-2222 for an appointment</p> <hr/> <p><b>1:30 p.m.</b></p> <p><b>Spanish only Family Law Clinic</b></p>	