



# Oakland Tenants' Rights Handbook



# **Oakland Tenants' Rights Handbook**

Spring 2017

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**Oakland  
Tenants'  
Rights  
Handbook**

# Welcome

If you are facing eviction right now, your landlord is harassing you, or you received a surprise rent increase after your landlord promised not to raise it again: you are not alone. Oakland is in a housing crisis. Rents in Oakland have doubled since 2010. Evictions are up 60%. For every friend you know who is getting evicted in Oakland, there are dozens throughout your neighborhood facing the same thing.

We need to protect our neighbors and ourselves. Knowing and defending our legal rights will not end the crisis, but it can help. If we do not know our rights, our landlords can take advantage of us. Knowing our rights empowers us to advocate for ourselves and our neighbors and to challenge the injustice of a system that benefits landlords over tenants.

We are writing this because we know that the housing market works systematically against tenants, especially people of color, poor people, disabled people, women, undocumented people, queer and trans people and other marginalized groups. Landlords are

in the business to make money. The city routinely sides with landlords and developers over tenants. We can push them to do otherwise.

Oaklanders have resisted eviction and displacement for decades, surviving in community together. Oaklanders rose up when the city demolished part of West Oakland to make room for BART in the 60s, and resisted and won when the city tried to demolish public housing in the Acorn district in the 70s. After the 2009 recession we fought foreclosures and banks-as-landlords. Now Oakland is resisting 200% rent increases, an eviction crisis, and high-end developments. When the city tried to turn public land on East 12th street near Lake Merritt into luxury apartments, we shut down city council. We believe that housing is a right for all people, and applaud every time people triumph over the speculators, investors and developers who want to use us for their financial gains.

This handbook does not contain legal advice. It is compiled from information available in the public domain and is strictly for informational purposes. How you choose to use this information is up to you! Nothing in this handbook is a failsafe way to prevent eviction or any

other negative housing consequence.

While this handbook has been heavily fact checked, it's a good idea to check for up-to-date information online or with a legal aid organization. All information in this handbook is, to our knowledge, relevant to Oakland as of March 2017. But laws and best practices will continue to change.

**For referrals to an attorney or legal aid organization, see the referrals section at the back of this handbook.**

Issues with landlords are complicated and often require that you understand several different laws and ordinances. This handbook will alert you to other important sections to read by noting them in parentheses, for example (see "section name").

## Who We Are

We are a group of volunteer and paid tenants' counselors and community members. We saw a need for a comprehensive Oakland tenants' rights book. Most of us work with the Oakland tenants' rights clinic at Causa Justa :: Just Cause. We are Oakland tenants

who have been using this information to help us and our friends and neighbors stay in our homes, and want to share it with many others so you can stay in your homes too.

This book was written by Elisa, Reek, Hester & Julia. Edits by Rio, Adrian, Eleanor, Hester and Eddie. Photos by Ariel and Causa Justa :: Just Cause. Layout design by Molly Jane. Formatting by Molly Jane and Hester.

Thank you to the Oakland Tenants Union, the San Francisco Tenants Union and Causa Justa :: Just Cause for their help in writing and editing this booklet.

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## ¿Habla español?

**Hay una versión en español. Visite  
oaklandtenantsrightshandbook.  
wordpress.com para más  
información.**



# How to Protect Yourself: The Basics

## SHOULD YOU GET A LAWYER?

You don't have to be a lawyer to know and use the law. Much of the time, we can learn and use the law ourselves. We can share what we know with our friends and family, and help them defend their rights. Sometimes it is necessary or helpful to get a lawyer, for example when negotiating a buy-out, suing your landlord, or going to court.

*Don't let anyone (especially your landlord) tell you that you have no way to fight an eviction or another problem.*

If you decide to retain a lawyer, if possible, make sure they are in good standing with the California bar and are familiar with Oakland's housing laws. There are several non-profit legal groups providing free or low cost legal services to Oakland tenants, particularly for low-income tenants. They

include the East Bay Community Law Center, Centro Legal de la Raza, and Bay Area Legal Aid. More information on these organizations can be found in the referrals section.

## BEST PRACTICES FOR DEFENDING YOUR TENANCY

Conflicts with landlords are often complicated, involving several separate but related issues. There is no right or perfect way to deal with housing conflicts. Use your judgment on what is the best course of action. Only you know the specifics of your housing situation.

Remember, your landlord is a business-person first. Landlords (with a few rare exceptions) rent homes to make money. So while it can be great to have a good relationship with your landlord, it's important to remember that as tenants, we should not expect the landlord to act in our interest. We should expect them to act in the interest of making money. We need to know our rights so we can protect ourselves. That way, if our landlords take actions like raise the rent or evict us to bring in someone who will pay more, we know what to do.

When your relationship with your landlord is going well, it may be fine to communicate with them verbally. **However, if there is an issue on the table (for example an eviction or rent increase) it is best to communicate with your landlord in writing and keep receipts or copies of everything.** Communicate in writing preferably through certified mail return receipt, including for rent payments. Keep copies of signed and dated communication for your own records together with their receipts. If you are not comfortable writing a letter on your own because you are uncertain of what to say or if you do not speak your landlord's primary language, contact a housing aid organization for help (see "Referrals").

**Landlords are known to lie in court.** Courts usually favor the case with a better paper trail. With return receipts you can show that you, for example, paid your rent on time, notified your landlord of a need for repairs, or that a rent increase or eviction notice was invalid.

**Don't pay rent in cash without receiving a receipt that you can keep in a safe place.** State law requires landlords to accept checks unless the tenant has a recent history of writing bad checks.



**If your landlord is doing something you know is illegal, you can tell them it is illegal, but don't tell them why (unless you feel it is strategic).** Make landlords do their own homework. Don't turn your hard-earned knowledge into free legal work for your landlord.

**Always make agreements in writing, and keep a copy (or two!) for yourself in a safe place.** Whether it's your landlord saying you don't have to pay rent, or an offer of a buy-out, always get a contract signed in writing. For some kinds of agreements, it can be best to have a lawyer on your side to help you negotiate a better deal (such as more money in a settlement).

**Don't let anyone (especially your landlord) tell you that you have no way to fight an eviction or another high stakes problem.**



There are many ways to protect yourself and your home, including protest and direct action. If possible, visit a tenants rights organizations, lawyer, or activist group (see "Referrals").

**Keep in mind, much like speaking with law enforcement, anything you say can be used against you.** Carefully consider any offer or request by your landlord, such as to sign a new lease or document,

or to accept a payment to move out. Know that nothing can stop your landlord from taking you to court. Many landlords use the court system to harass their tenants as there are little consequences for doing so. If you're going to fight, be prepared!

## WHAT IS A TENANT?

If you have paid rent, you are a tenant and have the rights that come with tenancy, whether you have a written lease or not.

There are 3 main types of tenancies defined by your relationship to the landlord.

- **Tenants/Co-Tenants** are generally the people who moved in directly after a lease is signed (or agreed to verbally). A Co-Tenant may not have the lease, but has established a relationship with the landlord, such as through direct payment of rent or by directly requesting services such as repairs.
- **A Master Tenant** is the leaseholder and rents rooms to the other tenants. The other tenants pay the master tenant, not the landlord, for rent. The master tenant usually communicates directly with the landlord. A master tenant is effectively the landlord to subtenants. Note that if you move into a house with a group of people and all sign the lease, you are all master tenants.
- **Subtenants** generally don't have a relationship with the landlord, but pay rent to another tenant who pays the landlord. Subtenants are not legally responsible for rent payments to the landlord, only to the master tenant.

Note: If the landlord was never notified that you moved in (or claims to have never been notified) and has never cashed a check or money order with your name on it, AND the lease prohibits subletting, the landlord can claim you are an "unauthorized tenant" and use this as grounds for eviction. Try to obtain some sort of documentation if possible that you are indeed a tenant.



# Section 8 Tenants

## YOUR RIGHTS AS A SECTION 8 TENANT

All California State and Oakland City tenant law applies to Section 8 units. This means that you can follow much of the advice in this booklet. However, Section 8 tenants do not have Rent Control in Oakland

*Some landlords are effectively getting off the Section 8 market by having their units purposefully fail the yearly inspection...*

and cannot use the Rental Adjustment Board (though the housing authority does control your rent). Other differences are explained below.

As with non-Section 8 tenants, in most cases it is important for Section 8 tenants to know if they are covered under the Just Cause Ordinance. If you are, your landlord can only

evict you if they have a Just Cause reason for eviction (see “Are You Protected By Just Cause?”). If you do not have Just Cause, your landlord can evict you, but only at the end of your lease or for a valid reason (such as not paying rent), and only if they follow all other procedure properly.

## DOES THE OAKLAND HOUSING AUTHORITY DO TENANTS’ RIGHTS WORK?

The Oakland Housing Authority does not get involved in legal matters between tenants and landlords; they just pay part of your rent. Don’t count on them for advice.

We have, for example, heard stories of them looking at illegal eviction notices and telling tenants to sign “intent to vacate” forms on the spot and move away.

## THE HOUSING AUTHORITY OR YOUR LANDLORD GAVE YOU AN “INTENT TO VACATE” FORM

Only sign an “Intent to Vacate” form if you really intend to vacate, and know it is in your best interest, such as if you’ve received a valid eviction notice, you don’t plan to fight it, and you want to keep your voucher. Do not sign it until you understand your situation, and all your options. Try to speak with a lawyer or tenants rights organization first. As of the writing of this document (spring 2017) in Alameda County, it is very difficult to move as a Section 8 tenant because the Section 8 market is saturated. If you leave and cannot find a new place to live, which is likely, and cannot transfer your voucher to another county, which is also very hard to do right now, you may risk losing your voucher. Your landlord should not give you the “Intent to Vacate” form. It should be your decision and is a matter between you and the Housing Authority.

## CAN YOUR LANDLORD “OPT-OUT” OF SECTION 8 OR EVICT YOU?

No, your landlord cannot “opt-out” of Section 8 if you are covered by Just Cause. They must first terminate your tenancy for a valid Just Cause reason. An eviction notice listing a Just Cause reason should give a 90-day notice. For more information surrounding a landlord’s right to “opt out” look into the 2012 Los Angeles County

case of *Tobias Crisales v. Monica Estrada*.

If you are covered under Just Cause, your landlord can only evict you if they have a Just Cause reason. (see “Are You Protected by Just Cause?”). It used to be the case that a Section 8 landlord could “get off the Section 8 market” by giving a 90-day notice terminating the Section 8 payments for “business reasons.” This is no longer proper. The courts ruled against landlords in California doing this in eviction-controlled jurisdictions in 2012. If you receive a 90-day notice saying that your landlord is opting out of the Section 8, contact your housing authority worker as well as a housing rights organization. It is likely not valid if you are covered under Just Cause.



## GETTING REPAIRS DONE WITH SECTION 8

Section 8 tenants can use most tips in the Repairs section of the book, except using the Rental Adjustment Program (which does not oversee Section 8 housing) (see “Repairs”). In general we recommend using caution before notifying the housing authority of repair issues.

Beware that some landlords are effectively getting off the Section 8 market by having their units purposefully fail the yearly inspection and having Section 8 payments stopped by the Oakland Housing Authority. If you’ve exhausted all your options, you can do the repair yourself if you have the money. This will protect you from failing the Section 8 inspection. To get your money back, you can try suing your landlord in small claims court for the cost of the repair. You can also potentially sue

for three times the cost of the repair using Oakland’s Tenant Protection Ordinance (see “Harassment & Discrimination”). Make sure you have lots of evidence that you tried other ways to make the repairs.

If you are or are afraid of being displaced because your landlord failed to make repairs, contact a qualified housing attorney to talk through your options. You may have to move if you want to keep your voucher, but you deserve compensation!

## WHEN CAN YOUR LANDLORD RAISE YOUR RENT UNDER SECTION 8?

The Oakland Housing Authority must approve any rent increase given to a tenant by a landlord. Contact the Rent Adjustment Program to see if a rent increase notice has been approved before paying it. This also applies to any extra money your landlord asks for, regardless of what they say it is for (i.e. parking, trash, utilities etc.).

If you pay a side payment DO NOT contact the Oakland Housing Authority. Instead fill out Project Sentinel’s anonymous survey about Section 8 side payments. You may be entitled to several thousand dollars if these payments can be documented.

**Sentinel Survey:** [housing.org/side-payment-survey-b](https://housing.org/side-payment-survey-b)



# When Is It Legal To Evict?

## EVICTION BASICS

The eviction process does not start until you have received a written (on paper) notice to vacate. This is also called an “eviction notice,” and it must give you the proper number of days notice (at least 3, 30, 60, or 90 days depending on the circumstance) and be compliant with all California and Oakland Law. Verbal, text message, email or picture messages are not legal eviction notices. The first notice doesn’t come from the courts and there is no standard form.

*Figure out if you are covered under the Just Cause Ordinance.*

It is simply a written notice. A few necessary steps, or things to remember:

- Check to see if you are covered under the Just Cause Ordinance (see “Are You Protected By Just Cause?”).
- Do not sign anything unless you are absolutely sure it is to your benefit.
- Document all eviction threats, keeping copies in a safe place. Make note of verbal threats.
- Only a sheriff, after the tenant has lost an eviction lawsuit, can come to a unit and ask the tenant to leave the premises. The sheriff should give notice of their arrival in this instance.
- Landlords and property managers are not permitted to lock tenants out of their units, turn off utilities, or remove or tamper with tenants’ belongings, harass tenants, or in any other way coerce or force you into leaving.

## ARE YOU PROTECTED BY JUST CAUSE?

The Just Cause Ordinance protects tenants against many forms of eviction. If you are covered by this Ordinance, your landlord can only evict you for one of the eleven specific reasons outlined in the ordinance. If you live in Oakland, then you are covered by this ordinance UNLESS any of the following applies to your circumstance.

- You live in a unit built after December 31st 1995. This date was changed (it used to be units built before 1980) by the passing of Measure JJ in November 2016.
- The property owner (not the manager) lives in your building, and the building has three or fewer units.
- You live in a hospital, skilled nursing facility or healthcare facility.
- Your building is a nonprofit facility that’s primary use is short-term treatment for drugs or alcohol, and you were told that the facility was temporary/transient when you moved in.
- Your building is a nonprofit facility with a structured living environment that’s purpose is to assist homeless folks in building skills for independent living, where occupancy is limited to a specific/limited time not greater than 24 months, and you were told that the facility was temporary/transient at the beginning.

If you are not sure when your unit was built, who the property owner is, or their address, call or check online with the County Assessor (see “Referrals”).

## WHAT IF I AM NOT COVERED UNDER JUST CAUSE?

Unfortunately, landlords can ask tenants who are not protected under Just Cause to leave the property when their lease is up.

To end a month-to-month lease, the landlord must give you at least 30 days notice in writing. If you have lived in the unit for one year or more, your landlord must give you at least 60 days notice. If you have broken your lease, however, this notice only needs to give three days (see “I Received a 3-Day Notice”). If you do not leave by the end of the time stated on the notice, your landlord can file an eviction lawsuit with the court. Note that even if your landlord has the legal right to evict you this way, you can always try to negotiate for more time. For example, you can say you will leave without resisting if you are given an additional three months. Get all agreements in writing.

To end your tenancy after a 1 year (or any fixed period, such as 6 month or 24 month) lease, your landlord technically does not have to tell you ahead of time. You should assume you will have to leave at the end of your lease unless your landlord says in writing that you can stay past the year. If you do not receive confirmation that you can stay, you could potentially receive an Unlawful Detainer at the end of your lease. You would not have to receive a notice to quit (3-day, 60-day) first, as you would in other cases. However, if your landlord accepts rent from you after the 1 year term is over, you become a month-to-month tenant. Once you have transferred to a month-to-month lease, you must be served a 60-day notice or a 30-day notice as described above.

If by the end of the time stated in the eviction notice you have not left the unit or reach a written agreement with your landlord to stay in the unit, your landlord can take the eviction process into the court.

## REASONS FOR EVICTION UNDER JUST CAUSE

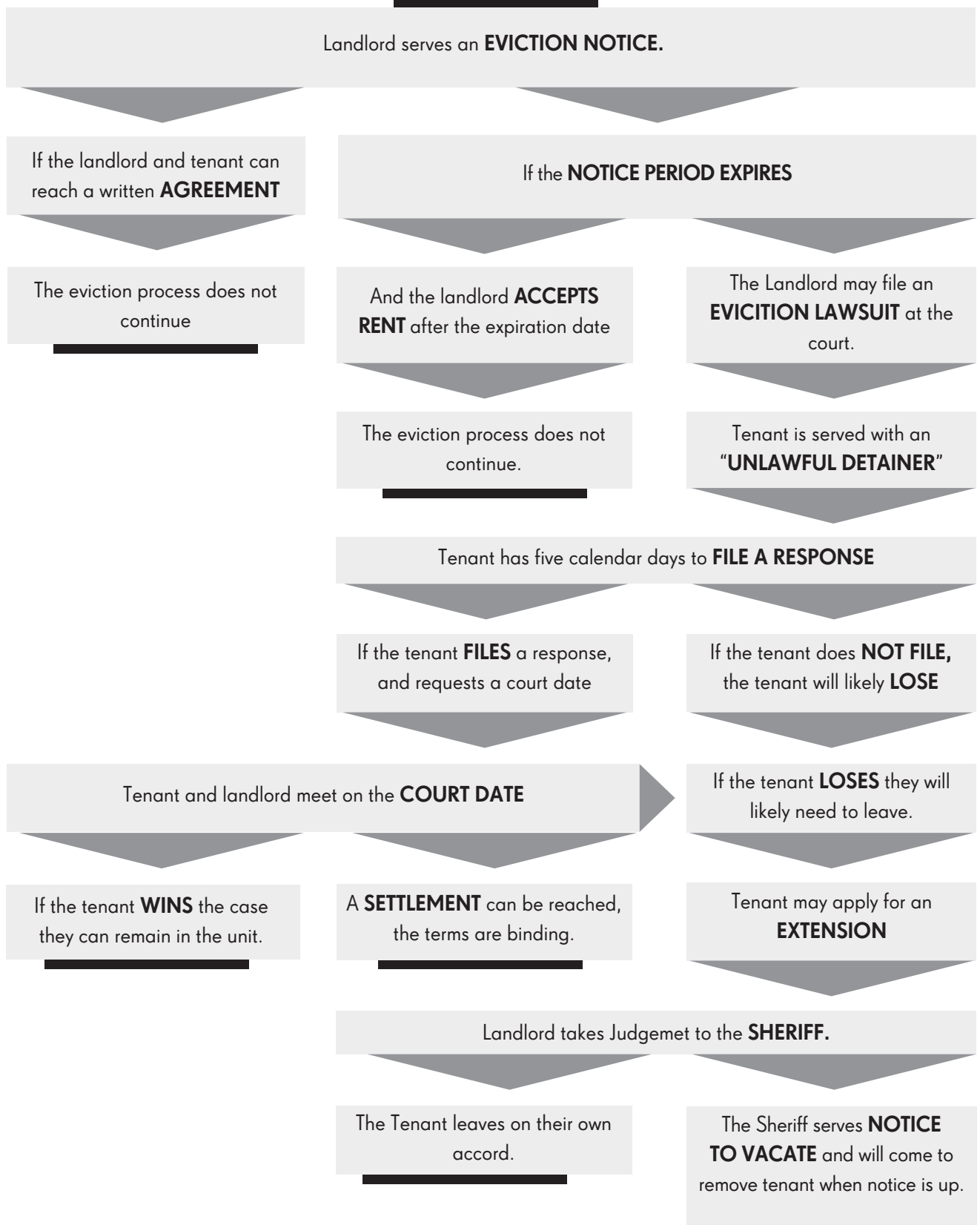
Here are the 11 reasons your landlord can evict you if you are covered under the Just Cause Ordinance. If the landlord does not have one of these Just Cause

reasons, then they cannot evict you legally.

1. **You have not paid rent.**
2. **You continue to violate a part of the lease** after your landlord has written you and told you to stop.
3. **You refuse to sign a new lease that is materially the same** (you don't lose anything or pay more) as an old lease or agreement that is expiring.
4. **You are doing significant damage to the property**, and you refuse to stop and/or pay for the repairs after your landlord has written you asking you to stop or pay.
5. **You are creating noise or disturbances that bother tenants or residents** (even those outside the property), even after your landlord wrote you asking you to stop. Your landlord must be able to prove with evidence that you are “destroying the peace and quiet of other tenants at the property.”
6. **Your landlord can prove with evidence that are using the building for an illegal purpose**, like drug selling or “prostitution.” (We think it is horrible that landlords can legally target sex workers and others who make their living in black market trades.)
7. **You are refusing to let the landlord into the apartment for repairs or other legally recognized purposes.** Note that if your landlord has not given 24 hours notice you may refuse them entry. If you want to be present for the visit, the landlord must work with your schedule to achieve this.
8. If the **landlord wants to move back in AND you agreed in the lease or other written communication** that the landlord could move back into the unit after at a certain period. The owner must have lived in the unit before as their main residence.
9. If the **landlord wants to live in the unit as a full time resident** (or the landlord's spouse, domestic partner, child, parent, or grandparent, but not sibling or other relative).

UNLESS you have lived in the unit for at least 5 years and are 60 years of age or older, physically or mentally disabled, or catastrophically ill. However, the landlord can still evict you in this case if either they or their

# SUMMARY OF THE EVICTION PROCESS



relative is also 60 years of age or older, disabled, or catastrophically ill AND the landlord has no other rental units not occupied by protected tenants. The owner must move in within 60 days and remain living there as a full time residence for 3 years. You can often fight this kind of eviction (see “Eviction: Owner Move-Ins”).

10. **If the landlord uses the Ellis Act**, a state law that allows landlords to evict all of a building’s tenants in order to take the building off the rental market. This usually involves changing a single-family home into a condominium with multiple units or, turning a multi-unit building into one big mansion. Landlords must give at least a 120-day notice, which may be longer if tenants are disabled or elderly.

Ellis Act evictions have been successfully resisted by tenants. Landlords using the Ellis Act is extremely rare in Oakland, so you should contact a legal aid organization if you receive one (see “Referrals”).

11. **The landlord wants to make repairs on the unit that cannot be made with the tenant living there.**

These repairs must be for serious habitability issues. The landlord must explain clearly why the tenant cannot live there during that time, and must let the tenant move back in at the same rent when repairs are completed. These evictions are temporary. The tenant is likely able to get relocation benefits under Oakland’s Code Enforcement Relocation ordinance if this happens.

## EVICITION PROCESS SUMMARY

- First the landlord serves a notice (at least 30, 60, 90, or 120-day notice depending on circumstance). There is no standard form, it is simply a notice on paper. Receiving this notice does not affect tenants’ credit.
- Once the notice period has expired, AND the tenant remains in the unit, the landlord may file a lawsuit. A physical document, usually called an “unlawful detainer” with a case number and lots of small text, is delivered to the tenant.
- Note: If the landlord and tenant can reach an agreement before the eviction notice is up, the eviction process will not continue. It is in the best interest of the tenant to get any agreement in writing. It may be useful to hire a lawyer to help define the terms of an agreement. Also, if your landlord accepts rent after the eviction notice expiration date then the eviction notice becomes invalid.
- After receiving the Unlawful Detainer, tenant goes in person to the appropriate courthouse to files an answer within 5 days. At this point, we recommend contacting a lawyer or legal aid organization (see “Referrals”).
- If the tenant does not file within 5 days – including weekends and most holidays, the tenant will likely lose the case. However, it is worth attempting to file a response even if the 5 days are up. If the tenant’s response requests a court date, a court date is set by the court system.
- On the court date, the tenant and landlord go to court. We have heard that the Alameda county court system has been scheduling settlement hearings before Unlawful Detainer court dates. If the tenant reaches a settlement instead of going through the entire court process, tenant will be bound to the terms of that settlement. If the tenant wins they may remain in the unit. If the tenant loses they will likely need to leave.
- If the tenant loses, they may apply for an extension (or a “stay of execution”) for their move out date. The tenant may or may not be given the extension. The tenant doesn’t receive an extension, and is ordered to move, the landlord takes the Judgment to the Sheriff. The Sheriff serves tenant with a Notice to Vacate. Sheriff evicts the tenant five days after serving the notice to vacate (through force if necessary).



# Eviction Notices & Unlawful Detainers

## YOU RECEIVED AN EVICTION NOTICE

Please note that an “eviction notice” is different from an “eviction” – which is really a series of steps (see above), often starting with a piece of paper given to you by your landlord.

**If you received an Unlawful Detainer, skip directly to that section below.**

*You do not have to leave at the end of the period of this notice.*

**If you received any another notice:** You do not have to leave at the end of the period of this notice. Neither your landlord nor law enforcement can remove you at the end of the

written notice. The written notice in itself won't negatively affect your credit. However, if you do not respond to the notice (or even if you do), your landlord can file an unlawful detainer against you after the time period has expired (see unlawful detainer below), which is the beginning of the eviction process in court.

## IS MY EVICTION NOTICE VALID?

Any termination of tenancy (3-day, 30-day or 60-day notices), whether you are covered by Just Cause or not, must include the following:

- Must be in writing (on paper)
- Must include your correct address including apartment number and name

If you are covered under Just Cause, all notices to

terminate must also include the following. It may be in your best interest to respond as if the notice is valid, as many notices that do not include the following are permitted as valid in court.

- Reason for eviction
- If the reason is that you have not paid rent (even without Just Cause), the notice must include the amount due, the name, telephone number, and address of the person to whom you should pay the rent, and, if necessary, alternative methods of payment
- Statement that a failure to cure may result in the initiation of eviction proceedings
- Statement that advice regarding a notice terminating tenancy is available from the Rent Adjustment Program
- A copy of the notice must be filed with Rent Adjustment Program within 10 days of service

All notices must be served in one of the following ways:

- Landlord hands tenant the notice (or leaves it with tenant if tenant refuses to take it)
- If landlord can't find tenant at home or work, landlord leaves notice with adult at tenants' home or work or a teenage member of tenants' household
- If landlord can't serve as in (1) or (2), landlord can tape or tack copy on front door of unit and mail another copy to tenant at unit's address.

When the landlord is claiming they served a notice, but you did not receive it, the landlord may be forced to prove they followed one of the above methods. If they served it wrong, but you still got it, it will likely still count in court.



Note that although landlords often lie in court, you could still face consequences for lying in court yourself and saying you did not receive a notice when you did.

If you receive a notice, even if it served incorrectly or is invalid, it is probably in your best interest to act on it. We recommend writing a letter and sending it certified with a return receipt to landlord if you can afford it. This is because without a receipt the landlord can lie and deny in court that you sent it! Keep a copy of the signed and dated letter. Do not include more information than you have to because it isn't your job to educate your landlord. However, you should say if the letter is invalid, and list any laws or ordinances that protect you (such as Just Cause, Rent Control, or the Tenant Protection Ordinance). See a legal aid organization if you want or need help writing the letter (see "Referrals").

## YOU RECEIVED A 3-DAY NOTICE TO "PAY RENT"/"PERFORM COVENANT" OR QUIT

3-day notices claim that you have broken the terms of your lease.

On a 3-day notice, landlords most commonly claim that tenants have not paid rent, (whether the tenant has or not) and give a "Notice to Pay Rent or Quit." If you do not want to "quit" (quit means leave the unit), you must pay the amount of rent in the way it says on the notice or your landlord can start the eviction process in court. If you pay the rent required in the way it says on the notice, make sure you can prove it. A receipt for a money order is not good proof. You need a dated and signed receipt that the landlord accepted the money order from you.

If you have broken the lease, such as by having a pet or subletting when your lease says you can't, your landlord can serve a 3-day "Notice to Perform Covenant or Quit." If you have Just Cause, your landlord should first write asking you to fix the problem before they give you the 3-day notice. If you are served a 3-day notice that says you are breaking your lease, you must fix the issue or face a potential eviction lawsuit.

If you receive a 3-day notice, it is very important to respond to your landlord in writing within the 3 days, saying how you will fix the problem. See more on responses in the next

section.

You must act on the 3-day notice within three days, including weekends and most holidays, starting on the day after you received the notice and ending at the close of business on the third day. For example, if you receive the notice on a Friday, Saturday is day 1, Sunday is day 2, and Monday is day 3. Close of business Monday is your deadline to respond. If Monday is a government/ federally recognized holiday, you must respond by close of business on Tuesday. If you receive notice on a Thursday, Sunday is day 3. Since Sunday a weekend day, you have until close of business Monday to act on the notice.

## HOW TO RESPOND TO A 3-DAY NOTICE

Write a letter and send it certified with a return receipt to landlord if you can afford it. Without a receipt the landlord can lie and deny in court that you sent it. Keep a copy of the signed and dated letter.

**If your landlord claims that you have not paid rent and you have paid rent, write back with the specifics on when you paid and include copies of the evidence that you paid.** If you don't have evidence, it may be best to cancel the old check or money order, pay again, and keep receipts as proof.

**If you did not pay rent and you are able to pay, pay them within the 3 days, exactly how the notice says to, and make sure you have proof of payment.**

**If the notice gives you the option to pay by mail or in person, try to pay in person first.** If your landlord is not available when the notice says they will be, put together evidence that you tried to pay in person at the specified time and place and were not able to. You can even film yourself knocking on their door saying the date and time. If you can't pay in person, send the rent certified mail with a return receipt. If the only option is to pay by mail, you just need to send it postmarked within the three days. Keep a copy of your signed and dated letter.

**If you have not paid rent and you are unable to pay rent, you can attempt to work out a payment plan with your landlord.** If they accept any amount of your rent for the month, the 3-day notice becomes invalid

and they cannot evict you based on the original notice. They would have to serve you a new 3-day notice with an updated amount of rent owed. If your landlord will accept partial payment, this can buy you time, even if it's only a few days. If your landlord agrees to a payment plan, make sure you get it in writing.

**If you receive a notice to “perform covenant or quit” and it refers to something not in your lease, you should respond in writing stating that you are not violating your lease.** For example, if your landlord says they are evicting you for having plants outside, and there is nothing about plants on any lease, a 3-day notice is inappropriate and you should respond and say that.

**If you do not pay rent or fix the problem within the three days your landlord can file an unlawful detainer.** For example, if you try to pay rent on the 5th day, your landlord can refuse to accept it and take you to court.

**Even if you do everything right, your landlord can still take you to court and you still must respond to the unlawful detainer.** Nothing is stopping your landlord from filing a lawsuit against you as a form of harassment. Be prepared!

**If it is proven that you have committed a crime on**

**the premises, your landlord may not need to give you an opportunity to fix the situation.** In this situation you should get in contact with a lawyer as soon as possible. However, police arrival at your house is not, in itself, a Just Cause for eviction.

## AGREEMENTS MADE WITH YOUR PREVIOUS LANDLORD/PROPERTY MANAGER

If something was written in a lease with a previous property owner or landlord and it is your most recent lease, it still stands unless you have signed a new agreement. Verbal agreements with a previous property owner or landlord are also valid, but it will be your responsibility to prove in court that these agreements existed if your written lease says something else. If you have written proof, such as an email or text message, this is good evidence. For example, if your old lease says that you cannot have dogs, but your previous landlord verbally approved your dog, this agreement is valid and your new landlord shouldn't try to evict you for it. One way to do this is to get in contact with the old landlord or property manager and have them write down that they approved previously.



## YOU RECEIVED A 30/60-DAY NOTICE TO QUIT

Figure out whether the notice is valid. If you are covered under Just Cause, your landlord **MUST** have a Just Cause for eviction or else the notice is invalid (even if you have a month-to-month lease, or are at the end of a year-long lease). (see “Are You Covered By Just Cause?”) The Just Cause reason must be stated clearly on the notice. If your notice is invalid, write a letter to your landlord stating that it is not valid. Keep a copy of the signed and dated letter (see “Sample Letter for Invalid Eviction Notice”).

However, if your landlord has issued a valid 30 or 60 day notice and you need more time to find a new place, you can try to negotiate with your landlord for more time or even money to move if you are willing to your move out without conflict on the agreed-on date. It may be best to have a lawyer help you make the agreement, especially if it involves a buy-out (see “Referrals”). Make sure that you get the agreement in writing from your landlord.

## YOU RECEIVED AN UNLAWFUL DETAINER/SUMMONS

This is the start of a formal eviction process. Your landlord filed paperwork at the courthouse.

You must file an “answer” at the courthouse within 5 days of getting the notice (including weekends and most holidays). If the last day of the notice is on a weekend day or federal holiday, you have until 5pm on the next business day to file an answer. If you do not respond, the landlord may get a “default judgment” from the court. This means they may automatically win the case against you and evict you. You must pay a \$180 filing fee to respond to the Unlawful Detainer, but you can request a fee waiver online or at the courthouse based on income.

Just because an Unlawful Detainer was filed does not mean your landlord has a legitimate case against you even if your landlord has a lawyer. It is important to get the help of a tenants’ rights attorney if you can (see “Referrals”).

The Eviction Defense Center is currently the only organization in Oakland that regularly provides attorneys to represent you in court for a low cost (\$50 or more

based on your income). Other groups will likely be able to advise you through the court process and help you with paperwork.

If you lose your Unlawful Detainer case, an eviction will appear on your credit report for 7 years. This may make it harder to rent in the future. Even if you win your case, a potential new landlord may be able to see your Unlawful Detainer by using a landlord data agency. A housing rights organization may be able to help you scrub your record if you win.

If you lose, depending on the circumstances and what is stated in your lease, you may also need to pay your landlord’s legal fees.

If you are a Section 8 tenant and you lose in court, you may lose your Section 8 voucher.

## YOU RECEIVED AN “OWNER-MOVE-IN” EVICTION NOTICE

Unfortunately, the owner of a building may legally evict a tenant protected under the Just Cause Ordinance if they want to personally live in the unit or move in a spouse, domestic partner, child, parent or grandparent. Siblings of the landlord are **NOT** included in Oakland’s Just Cause ordinance.

The owner may use an Owner-Move-In eviction to evict a unit once every 3 years. The landlord or relative of the landlord must actually live in the unit for 3 years after the eviction.

The following are **NOT** valid eviction notices for an Owner-Move-In eviction:

- 3-day Notice
- 30-day Notice if you have been a tenant for more than a year
- Any notice that does not clearly say that you are being evicted so a relative or owner can move in
- Any notice that is not filed at the Rent Adjustment Program at 250 Frank Ogawa Plaza within 10 days of serving it to you. Even if your landlord says they filed it, go in person and check. Many landlords don’t file, because then they can only do one in 3 years. If they didn’t file it, respond saying the notice is invalid.

- A verbal, text message or emailed notice.

If you receive any of these notices, respond in writing saying the notice is invalid! (see “Best Practices for Defending Your Tenancy”)

All notices for owner/relative move in must also include the following.

- A list of all properties the landlord owns
- Any property they take a property owner tax exemption on

If the notice does not include one or both of these two things, you can write back saying the notice is invalid. This may not prevent your eviction, but it can put you in a better position to fight back.

You are protected from owner/relative move in if you:

Lived in the unit for more than five years AND are 60 years or older, Disabled, or Catastrophically ill.

A landlord may evict an elderly or disabled tenant using an Owner-Move-In only if the landlord’s relative is also 60 years or older, disabled, or catastrophically ill. As of now, the law does not say that the landlord can evict a protected tenant because the landlord themselves are disabled or elderly, only that a landlord can evict a protected tenant because of their disabled or elderly relative. However, this may be a legal grey area and you should consult an attorney if you find yourself in this situation.

In addition, to evict a protected tenant the owner may not have other units occupied by unprotected tenants.

If you are disabled, elderly or catastrophically ill and receive an Owner-Move-In eviction, respond to the landlord using certified mail and a return receipt stating you are protected and include evidence. Keep a copy of your signed and dated letter. Prove your age by sending a copy of your ID or similar government documentation. There is a very broad definition of disability in California. Proving a disability requires something like a doctor’s note or a benefits statement. Make sure it states how long you will be disabled (e.g. permanently). If you are catastrophically ill, try to get a doctor’s note. Your landlord may challenge your claim of protected status in a hearing.

If your owner DOES serve you a valid notice, it may be a good idea to comply if you are able to, in order to avoid having an Unlawful Detainer on file in the courts. However, Owner-Move-In evictions are one of the most commonly exploited loopholes in the Just Cause Ordinance. Thus, you should make sure the notice is valid before taking any next steps. Even if the notice is valid, if the landlord is acting in bad faith or being dishonest and you can prove it, you may be able to beat it. Seek advice from a lawyer if you think your landlord isn’t actually going to move in.

## YOU THINK YOUR LANDLORD WON’T MOVE IN AFTER OWNER-MOVE-IN EVICTION

During the three years following your eviction, you may sue the landlord for wrongfully evicting you if you can prove they don’t live in the unit or are renting it out to someone else. If you suspect your landlord won’t move in after an owner-move-in eviction, use the threat of a wrongful eviction lawsuit as leverage to stop the OMI, or to negotiate for money to move out (see “Your Landlord Offered You Money to Move.”)

In order to prove that you have been wrongfully evicted, keep an eye on the property for the next 3 years. There is no program in place to follow up on Owner-Move-Ins. Become a detective and do what you can to prove you’ve been wrongfully evicted. If you can afford it, or a lawyer will front the money, a private detective can be of use in these situations. Things to look for:

- Your unit is advertised on Craigslist or somewhere else
- You see construction/renovation equipment on the property, or permits filed with the city for improvements/construction.
- It seems like no one is living in the unit
- Your former landlord is living at another residence
- New tenants are at the building (politely knocking on a door isn’t illegal)

## YOUR LANDLORD LIVES IN ONE OF THE UNITS AND IS TRYING TO EVICT YOU

If you live on a property with three or less units and the landlord lives in one of them, you are unfortunately not covered under Just Cause and your landlord does not need to give a reason for eviction at the end of your lease (see “What If I Am Not Covered Under Just Cause?”)

One common reason landlords carry out Owner-Move-Ins is that if an owner moves into one unit on a 2 or 3-unit property, the other units are no longer covered under Just Cause. After a year of living in the building the other units will also not be covered under Rent Control. At that point, a landlord only has to give the other tenants a 30 or 60-day notice (depending on how long they have lived there) to start the eviction process. The notice will not need to say a reason of any kind.

The best defense to one of these evictions is to have concrete proof that the landlord doesn't use the unit as their main home. As of now, no one in Oakland is checking up on landlords. Once again, you will have

to do your own detective work. Oftentimes the unit your landlord is claiming to live in will be completely vacant. If this is true, your unit may still be protected under Rent Control and Just Cause. Consult a lawyer before trying to fight evictions on these grounds in court.

### Things to try

- Film yourself knocking on the door everyday to show no one answers. Hold a copy of the day's paper or state the date and time while filming.
- Take pictures of the unit's trashcans if there is rarely trash in them. Hold a copy of the day's paper or state the date and time while filming.
- Search for your landlord on Google or a service such as Spokeo
- Look up and take a picture of anything that might be relevant from your landlord's public social media profiles
- Take pictures of the water meter on the Landlord's unit if it rarely shows water use





# Roommates, Subletting, and Additional Tenants

## REPLACING A ROOMMATE WITHOUT JUST CAUSE PROTECTION

If your lease says nothing about subletting or subleasing you may replace roommates, or add roommates, without breaking your lease. If your lease says that you can have a certain number of people in the apartment or if the landlord has always allowed a certain number, then you can always have that many people. Keep in mind that if you are not protected under Rent Control or Just Cause, and your landlord is unreasonable and they find out that you added a new tenant, they may retaliate. It is up to you, given your particular situation, if you want to get their permission first.

## REPLACING A ROOMMATE WITH JUST CAUSE PROTECTION

If you are covered under Just Cause (see “Are You Covered By Just Cause?”) and your roommate is moving out, it is your right under Just Cause to replace that person without cause for eviction. It does not matter if your lease says you cannot sublet, or if you are a subtenant, co-tenant or master tenant. The ordinance explicitly states that a 1-to-1 tenant replacement is not a Just Cause reason for eviction if the owner was told about the change and didn’t deny it within 14 days. If your lease says that you can have a certain number of people in the apartment or if the landlord has always allowed a certain number, then you can always have that many people. Note that if the last person on the original lease is moving out, the landlord may be able to issue a new lease to the remaining tenants and raise the rent to market value (see below).

If your lease does not say anything about subletting, you can move someone in to replace your roommate without

contacting your landlord. However, the person they replaced will still be responsible for rent to the landlord, so if the subtenant does not pay, everyone on the original lease can be targeted in an eviction lawsuit. It is likely in your interest to submit a formal request to your landlord to bring a subtenant/co-tenant onto the lease, whether or not your lease requires it. This way they can prove their tenancy, and have a direct relationship with the landlord.

If your lease says that you need the approval of your landlord in writing or that the prospective tenant must fill out an application, you should comply. After receiving the roommate replacement letter or the application of the new roommate, the landlord has 14 days under the Just Cause Ordinance to process the application. If they do not approve the tenant within that time period, this is considered an automatic approval and you can move in the new tenant (who then becomes your sub-tenant).

It is important to note that the landlord can only refuse to approve a tenant with good reason. A good reason might be an eviction on their record, bad credit rating, or a criminal record. If your landlord is refusing all new potential tenants, you can file with the Rental Adjustment Program for a decrease in services to lower your rent (see “Referrals”).

## REPLACING THE LAST ORIGINAL TENANT AND THE LANDLORD WANTS TO RAISE THE RENT

If you are covered under Rent Control and Just Cause, the landlord cannot raise the rent because of a one-to-one tenant replacement. However, note that if the tenant moving out is the last one on the original lease, the landlord can raise the rent to market value under the Costa

Hawkins Act (see “Rent Increase Basics”).

When someone new is moving in, try to establish them as a tenant and not a subtenant or co-tenant, so that if everyone else moves out they can keep Rent Control. You can do this by establishing a direct relationship between the new tenant and the landlord. New tenants can do this by paying bills or rent directly in their name (ie. via personal checks), and/or having documents written by the landlord acknowledging the person and their tenancy before or soon after they move in.

## WHAT IF YOUR LEASE SAYS NO SUBLETTING?

If your lease says no subletting or assignment, you can still replace a roommate. You just can't sublet (go away and rent your room to someone during that time) unless you write the landlord for approval. The landlord does not have to give you approval.

Be wary of services such as AirBnB especially if your lease says you cannot sublet without landlord approval. Using these services can be a Just Cause for eviction. If your landlord sees your profile on the internet they will have enough evidence to evict you and may even be able to sue you for running an illegal rental operation out of their property. This becomes even more likely if you live in a rent-controlled unit, and your landlord would like to evict you anyway.

## WHAT IF YOUR LANDLORD IS TRYING TO CHARGE FOR ADDITIONAL TENANTS?

If your unit is Rent Controlled, this is an illegal rent increase (see “Rent Increase Basics”). A landlord cannot charge more rent for an additional roommate and if they do so, you can file at the Rental Adjustment Board for an illegal rent increase.

However, if your lease specifically limits how many people can live in the unit, going over that limit is a material violation of the lease. It could be a Just Cause for eviction. You may receive a 3-day notice to perform covenant or quit as the start of this process (see “I Received a 3-Day Notice”).

## IF YOU WANT A SUBTENANT, SHOULD YOU TELL YOUR LANDLORD?

If your lease does not say that you cannot have subtenants, you legally don't need to tell your landlord that you are bringing in a subtenant. If your lease says that you cannot have a subtenant without approval from the landlord and you move someone in without the landlord's approval, your landlord can try to evict you for breaking the lease. You may receive a 3-day notice to perform covenant or quit as the start of this process (see “I Received a 3-Day Notice”).

## WHAT ARE YOUR RIGHTS AS A SUBTENANT?

You are a subtenant if another tenant brought you into the unit, and you do not have a direct relationship with the landlord. You do not have a direct relationship if you do not pay rent directly to the landlord, and the landlord has never officially recognized you (in writing) as a tenant or co-tenant.

As a subtenant, if Just Cause protects your unit, you are also protected. Even if the master tenant moves out, you are protected from evictions without Just Cause reasons. However, if all of the housemates left are subtenants, your landlord can try to make you sign a new lease and raise your rent to market value under the Costa Hawkins Act. The landlord cannot evict a subtenant and not the master tenant. The landlord can only evict the master tenant, which evicts all subtenants as well.

The master tenant can evict subtenants. The same California laws that apply to landlords evicting tenants apply to master tenants evicting sub-tenants. If you are covered under Just Cause, the master tenant cannot evict you without Just Cause. If you are not covered under Just Cause, the master tenant must give you a proper 30 or 60-day notice (see “Is My Eviction Notice Valid”).

Some people are master tenants without knowing it and some people are master tenants because they want to rent rooms at a profit. If you are renting from someone who says they are the master tenant, make sure you ask to see the master lease and check to make sure the master tenant is paying their share of the rent and that they have the right to sublet.



# Rent Increases

## RENT INCREASE BASICS

With a few exceptions, your landlord can only significantly raise your rent if you are not covered by Oakland rent stabilization (also known as rent control). You have Rent Control UNLESS the following are true.

*If you have rent control, your landlord can only raise your rent once a year by about 2%.*

- You live in a home built after 1983
- You live in a single-family home, and you moved in after 1995
- Your landlord lives in your building, has lived there for a year and the property has 3 units or less.
- Your unit is part of a subsidized housing

program that subsidizes your rent, including Section 8.

To find out how many units are on the property, when the building was built, your property owner's (landlord's) name and address, call the Alameda County Assessor's Office (see "Referrals"). Even if the unit you live in is illegal, you can still be covered under Rent Control (see "Illegal Units").

Proper Rent Increases require the following to be valid.

- Delivered by your landlord via first class mail or in person to you or to a responsible member of your household. (Note, landlords may lie in court and say under oath that they delivered it to you in person.)
- Landlords must give 30 days notice for rent increases that are 10% or less for tenants who have

lived in the unit for less than a year.

- Landlords must give 60 days notice to tenants who have lived in the unit for one year or more OR for rent increases that are more than 10%.
- Your landlord can't raise your rent in an act of retaliation. You can often prove the increase is retaliatory if it is within six months of an official complaint you made about your landlord, such as reporting illegal dumping or calling Codes and Compliance.

If these requirements are not met, the increase is invalid. You should write your landlord and say that the notice is invalid, but do not say why (they can do that research themselves). Send the letter towards the end of the 30 or 60 day period to buy yourself more time. Send it through certified mail with a return receipt. Keep a copy of your signed and dated letter. You should also challenge the increase by filing a petition at the Rent Adjustment Program within 60 days of receiving the notice if you have Rent Control (see "Referrals").

## MEASURE JJ : RENT CONTROL CHANGES AS OF NOVEMBER 2016

Measure JJ will affect rent increases for tenants protected under rent control. Measure JJ is a ballot initiative that passed in November 2016. Under this ordinance, if a landlord wants to raise the rent on a rent controlled unit above the Consumer Price Index (see next page), they are now required to request approval from the rent board. However, we do not yet know how this will play out, so if you receive an invalid rent increase you should still contact the Oakland Rental Adjustment Program as outlined below. One additional effect of the law is you will still be able to appeal an illegal rent increase after 60 days



past receiving the original notice. Please see our website for any other updates on how this law will affect you: [oaklandtenantsrightshandbook.wordpress.com](http://oaklandtenantsrightshandbook.wordpress.com).

## YOUR LANDLORD IS RAISING YOUR RENT AND YOU HAVE RENT CONTROL

If you have Rent Control, then your landlord can only raise your rent once per year of an amount no more than the Consumer Price Index (CPI), set by the City of Oakland each year.

- For July 2015-June 2016, the CPI is 1.7% (\$1.70 per each \$100 of rent.)
- For July 2016 - June 2017 the CPI is 2.0% (\$2 for each \$100 of rent)
- **Rates for each year: [oaklandnet.com/Government/o/hcd/o/RentAdjustment/](http://oaklandnet.com/Government/o/hcd/o/RentAdjustment/)**

As an example, if you pay \$1000 in rent each month, your landlord can raise your rent by \$20 between July 2016 and June 2017 to \$1020 per month. The landlord can only do these types of rent increases once every 12 months. If your landlord has not used this type of rent increase they can “bank” previous years and deliver them all at once. They should have to receive approval for this however.

As of November 2016 if your landlord is raising rent above the CPI, according to Measure JJ, they should have to go through the Rent Adjustment Program before delivering you this rent increase. If you receive a rent increase above the annual CPI, we recommend going to the Rent Adjustment program to see if your landlord got any approval for this rent increase. If there is no record of their receiving approval, note that in your petition should you file one. Or let your landlord know that they failed to deliver a legal rent increase in a letter (see “Writing a Letter to Your Landlord”).

If a landlord increases rent more than once per 12-month period or at an amount more than the allowable CPI, you should file a petition with the Rent Adjustment Program (see “Referrals”).

If you have significant time before the notice goes into effect, send your landlord a letter stating that the rent increase is illegal because you are a protected tenant under Oakland Rent Control. Hopefully your landlord will respond by taking back the increase (make sure they do so in writing) (see “Sample Rent Increase Response Letter”).

If your landlord does not respond to your letter, or if you do not have much time, immediately file a petition with the Rental Adjustment Program located at 250 Frank Ogawa



(Oscar Grant) Plaza. If you have not sent a letter to your landlord saying that the increase is illegal yet, do that as well.

Within two weeks, you will receive a letter from the Rent Adjustment Program stating how much (if any) of the potential rent increase you need to pay until your petition goes through and you have a hearing. Show this to your landlord and don't pay the increase. It is often a good idea, if you are able, to put the money you would have to pay if you were paying the increase in escrow or a safe place in case the hearing doesn't go your way. Sometimes landlords are entitled to back-payments on the increase if the Rent Program allows it.

## DO YOU HAVE TO PAY YOUR ILLEGAL RENT INCREASE?

The newly passed Measure JJ says that for units under rent control, landlords must get rent increases approved by the Rental Adjustment Program (RAP) before giving them to a tenant. This means that as a tenant with rent control, you should not receive an increase that has not been approved by RAP. However, this law is new and we have yet to see it in action- we are not sure how the city is enforcing it. If you receive a rent increase that is illegal it is still possible that your landlord will serve you with an eviction notice if you don't pay it. If this happens, the eviction process may proceed to court where you will have to defend your reasons in a hearing.

If you receive a rent increase you should always check with the RAP within 60 days of receiving the notice to see if the notice was filed as required by Measure JJ. If the RAP has no record of your landlord approving the increase, file a petition with the RAP. RAP should also give you permission to not pay the increase until your petition goes through and your case is heard and communicate this permission in writing to your landlord.

Before Measure JJ, you only had 60 days to file with the RAP after receiving an illegal increase. Measure JJ now says that there is no time limit for filing. However, we still recommend adhering as much as possible to the 60 day rule until we know more about how Measure JJ is taking effect. If you are in the situation where more than 60 days has passed, or if you receive an eviction notice from your landlord for not paying what you believe to be an illegal rent increase notice, we recommend that you visit Causa

Justa:: Just Cause, the East Bay Community Law Center, or another tenants' rights organization (see "Referrals").

## RENT INCREASES ABOVE THE ANNUAL ALLOWABLE AMOUNT, WITH RENT CONTROL

If your landlord has not raised your rent in a few years, they can "bank" the old rent increases by adding them together. A new landlord cannot bank increases from previous years when they were not the landlord. In some instances a landlord can increase the rent above the usual CPI such as for capital improvements, increasing housing service costs, uninsured repair costs and constitutional fair return pass-throughs. All of these, with the exclusion of capital improvement pass-throughs (see next sub-sections) are very rare. If you receive any tenant pass-throughs, see the Oakland Rental Adjustment Program for information on how to appeal or receive waivers for these rent increases (see "Referrals").

If the last tenant on the original lease is moving out, the landlord can potentially invoke the Costa Hawkins act and raise the rent to market value (see "I Need to Replace The Last Original Tenant").



## **RENT INCREASES FOR “CAPITAL IMPROVEMENTS,” WITH RENT CONTROL**

Capital improvements are not simple, needed repairs. Capital improvements improve the quality of your housing. Fixing a broken window isn't a capital improvement, while replacing the floors may be. Capital improvements need to mostly benefit the tenants. The following are rules that govern Capital Improvements in all Oakland units, whether single units or entire buildings.

- There is a maximum of 10% limit on all rent increases each year, unless CPI (consumer price index, set each year by the City of Oakland) is above 10%. This means Capital improvements cannot raise your rent more than 10%.
- Maximum of 30% on rent increases within a 5 year period.
- Rent increases above 30% within a 5 year period are allowed if the landlord gave only CPI increases, and no other increases, during the 5 year period.
- The landlord must provide advanced notice for all capital improvements.
- Maximum 70% of capital improvements costs can be passed through to tenants.

Owners face administrative penalties and interest for overcharge in rent after allowable capital improvement rent increases expire.

## **RENT INCREASES WITHOUT RENT CONTROL**

On a month-to-month tenancy or at the end of a year lease, your landlord can increase your rent. If you have a lease, your landlord cannot change its terms or raise your rent until the lease ends. They must give you proper notice (see “Rent Increase Basics”). There is no limit to the amount your landlord can raise your rent as long as they give you proper notice. However, you can still try to negotiate with your landlord for rent you can afford. If you live in a building with other tenants, organize with them to try to keep your landlord from raising the rent (see “Taking Collective Action”).



# Repairs

## YOUR LANDLORD WON'T DO REPAIRS

Note: if you are having repair issues and are a Section 8 Tenant, read the Section 8 Tenant information first (see “Section 8 Tenants”).

*Your landlord has to make your unit is legally “habitable”*

Landlords often refuse to do necessary repairs for tenants. You don't have to put up with it!

Legally, your landlord has to make your unit is legally “habitable.”

The legal definition of habitability is unclear, but a “habitable” unit must include the following. If your unit does not meet these standards, your landlord is required to repair, upgrade, or install the necessary elements.

- Effective waterproofing and weather protection of roof and exterior walls, including unbroken windows and doors.
- Plumbing facilities in good working order, including hot and cold running water, connected to a sewage disposal system.
- Gas facilities in good working order.
- Heating facilities in good working order.
- An electric system, including lighting, wiring, and equipment, in good working order.
- Clean and sanitary buildings, grounds, and appurtenances (for example, a garden or a detached garage), free from debris, filth, rubbish, garbage, rodents, and vermin.

- Adequate trash receptacles in good repair.
- Floors, stairways, and railings in good repair.
- Working sink, toilet and bathtub or shower.

The next few sections list courses of action you can take to get repairs done. Use any combination of the tactics that is appropriate to your circumstances and situation.

## HOW TO WRITE A LETTER REQUESTING REPAIRS

Write a letter to your landlord if they are not addressing your repair. Always contact your landlord in writing to request repairs. Deliver your letter through certified mail with return receipt to prove that they received it and to show you are serious. Keep a copy of your signed and dated letter. Always include a clear description of the problem in your letter. (see “Example Repair Letter”)

Other things you could, but are not required, to include in this letter (Be strategic about how aggressive your letter is)

1. Request that the landlord respond with a plan to complete repairs within a set number of days
2. Mention California Civil Code 1941.1 “warrant of habitability” and state that the landlord must complete repairs within a set number of days
3. Say your landlord is violating Oakland’s Tenant Protection Ordinance O.M.C. 08.22.640 by failing to “exercise due diligence” in completing repairs.
4. Say you will call Codes & Compliance or Vector Control (for infestations) if landlord does not

respond

5. Say you will pursue legal action against them if they fail to make the repairs.

## CALLING CODES + COMPLIANCE OR VECTOR CONTROL

If your landlord still won't fix the problem, consider calling and requesting an inspection from Oakland Codes & Compliance at 510-238-3381 UNLESS you live in an illegal unit (see "Illegal Units"). If you are afraid your unit may be condemned it is also risky to call Codes + Compliance (see below). If your unit is illegal or could be condemned they could report your unit to the city and you may be forced to move.

During an inspection, point out all problems and request that the inspector writes each in their report. Demand a written copy of the report each time they show up. Do not let an inspector get involved in your tenancy issues besides the habitability of the unit (we have heard stories of them trying to figure out solutions between tenants and landlords and siding heavily with landlords).

If you have a pest problem (bed bugs, roaches, rats, etc), call Alameda County Vector Control at 510-567-6800. You can call even if you live in an illegal unit.

## FILING FOR LOWER RENT BECAUSE OF NEEDED REPAIRS, WITH RENT CONTROL

If you have Rent Control, regardless of the legal status of your unit, you can go through the Rent Adjustment Program. They are not currently known to report illegal units to the city. You can file for a "decrease in services," a request that, if granted in a hearing, can result in a lowering of rent until the repairs are completed.

When filing at the Rent Adjustment Program submit all evidence about your claim, such as photos and communication with your landlord (this is when your copies of written letters and return receipts are crucial! Your landlord may deny receiving your requests). The program will set a hearing for you and your landlord with

a hearing officer. The officer will decide how much less, if any, you should pay for rent due to the repair.

If your repair issue is mold, it will help to identify the source of the mold (like a leak), on top of the mold itself. A new State law gives cities more ability to go after mold. Tenants have the option to hire a private company to test for mold, at their own cost. If a private company finds mold, this could be quite helpful if you file a petition with the Rental Adjustment Program or sue in court.

## DOING THE REPAIRS YOURSELF, THEN GETTING YOUR MONEY BACK

You can also do the repairs yourself and sue in small claims court to get your money back. Document the initial problem, written requests to fix, lack of action from your landlord, communication to the landlord that you will make the repairs yourself, and any receipts associated with making the fix yourself. Consider suing under the Tenant Protection Ordinance and trying to collect 3 times the actual cost of the repair.



## PAYING FOR REPAIRS THEN DEDUCTING COST FROM YOUR RENT (WARNING: RISKY)

Civil Code 1942 give tenants the right to take the cost of repairs (if you pay them yourself) out of your rent under certain circumstances. This is a VERY RISKY course of action. There is nothing to stop your landlord from

beginning an eviction process claiming you have not paid rent in full in this instance. It is best to consult a lawyer and have an inspection and written report from Codes + Compliance before doing this. Also note the following.

- It has to be a problem that causes a “substantial reduction in habitability”, not just something you don’t like about the place. The definition of substantial, here, is vague, and would be up to the discretion of a judge if you get sued for withholding rent. Examples of “substantial” may include lack of heat during winter, non-functioning water or electricity, severely broken windows, flooding.
- It cannot be a problem that you or one of your guests caused.
- You must have alerted the landlord to the problem first, giving them a chance to fix it.
- You must give the landlord “reasonable time” to fix the problem. There is no clear definition of reasonable, and is up to the discretion of the judge if your landlord takes you to court over this. Roughly, give 30 days, and less if the problem severely affects habitability and can be easily and quickly fixed.

- Document everything every way you can! Including letters, photos, receipts, etc. If you get sued, hopefully a judge will be swayed that you asked multiple times for repairs and that this was your last resort.
- It is best to get an inspection from Codes and Compliance, who can document that the unit is uninhabitable.
- It is best to put your rent money in escrow or some other secure way in case you receive a “pay or quit” notice. If you go to court, keep it in escrow until a decision or settlement has been reached.

## **YOU WANT TO MOVE OUT BECAUSE YOUR LANDLORD WON'T DO REPAIRS**

If you want to move out and you are still on a fixed-term (for example, 1 year) lease, write a letter that details specifically and thoroughly all of the problems with your unit, and that you are leaving under Civil Code 1942. Include in the letter a demand for a final walkthrough to assess the unit and return your deposit. Send the letter through certified mail and keep a copy of your signed and dated letter.



Record the damage. Clean any messes that you've made that are unrelated to the problems, so the landlord cannot say you're a destructive tenant. Then take pictures and notes detailing all of the problems.

Your landlord will likely be angry and may refuse to do the walk through. They may say that you have not ended your lease agreement and that you have to pay rent until it ends. Leave the keys on the counter and get outta there.

If the conditions are bad enough that you need to leave, you should contact a lawyer before your move out. The lawyer can help you sue for compensation, for example, for having to break your lease, losing your Rent Control, and being forced to live in substandard conditions. Keep track of your moving costs and fully calculate what it will cost to move to a new unit.

## COMPENSATION IF THE CITY SAYS YOUR UNIT IS UNINHABITABLE

The Code Enforcement Relocation Ordinance requires a property owner to pay relocation benefits to a tenant who has to move. If the owner refuses to make the payment, the City may choose to make the payment instead. You are eligible for relocation benefits if you are displaced from your unit because the City did the following.

- Issues a notice of order to vacate the unit
- Issues a notice to abate life-threatening conditions in the unit
- Declares that the unit substandard or a public nuisance, and after the owner fails to correct the conditions within the abatement period specified in the notice or order.

However you are not eligible for relocation benefits if any of the following are true.

- You moved primarily for a reason other than the condition of the unit or the need to make repairs
- The condition was caused by you as the tenant or your guests, or you prevented the owner from making repairs;
- The owner corrects the condition or the City's

notice is taken back before you begin to move

- The condition is due to damage caused by a natural disaster and not due to the negligence of the owner.
- The owner offers to move you into a comparable replacement unit in the same building for the same rent.

If your displacement is permanent (more than 60 days), please see the HUD Fair Market Rent Figure or talk to a housing or legal aid organization to find out how much money you are eligible for. If you moved back into your unit within 60 days, you may still be eligible for your moving expenses and the cost of your temporary housing. If your move is permanent the landlord must give you payment 10 days before your scheduled move. You must notify your landlord of your move date. If the move is temporary, the landlord must pay you within 5 days of providing your receipts.



# Harassment & Discrimination

## YOUR LANDLORD IS HARASSING YOU

Landlords cannot lock you out, shut off your utilities, forcibly enter your home without notice, remove your belongings, or harass you into leaving your home.

Here are steps you can take to protect yourself against harassment.

1. Keep a written record of each time you are harassed with dates and times and as many details as you can. You may need this if you go to court.
2. Send a letter via certified mail to the landlord demanding that the harassment stop. If you are covered under the Tenant Protection Ordinance (see below), you should specifically mention it in your letter. Keep a copy of the signed and dated letter.
3. You have the right to file for a Restraining Order in Superior Court that keeps your landlord from contacting you. Forms are available at the Superior Court Clerk at the Superior Courthouse.
4. If the harassment doesn't stop or gets worse, seek legal counsel for advice on how to move forward in court (see "Referrals").

## SUING YOUR LANDLORD FOR HARASSING YOU

As an Oakland tenant, the Tenant Protection Ordinance covers you unless you live on a property with 3 units or less and your landlord lives in one of these units, or if your building was built after 2014. You are still covered

even if you are not covered under Just Cause or Rent Control. Under this law, you can sue with the help of a legal aid organization or in small claims court for each violation for damages of not less than 3 times the actual damages suffered by you, or \$1000, whichever is greater. You can also sue for mental and emotional distress.

If your landlord does the following things in bad faith, the Tenant Protection Ordinance protects you.

1. Fails to perform repairs or maintenance or failing to exercise due diligence in completing the repairs
2. Decreases housing services
3. Abuses the landlord's right to access
4. Threatens the tenants
5. Removes tenants' personal property
6. Pressures tenant to leave unit through fraud, intimidation or coercion (including threatening to call Immigrant Customs Enforcement- ICE)
7. Offers a buyout more than once in 6 months
8. Makes buyout offers that are accompanied by threats
9. Refuses to cash a rent check for over 30 days or acknowledge your lawfully made rent payment.
10. Violates a tenants' right to privacy

**See full law: [www2.oaklandnet.com/oakca1/groups/ceda/documents/agenda/oako50471.pdf](http://www2.oaklandnet.com/oakca1/groups/ceda/documents/agenda/oako50471.pdf)**

If you are not protected under the Tenant Protection Ordinance, you can still sue your landlord under



California state law. Contact a legal aid organization for help.

## **YOUR LANDLORD IS TRYING TO ENTER YOUR UNIT WITHOUT YOUR PERMISSION**

A landlord or landlord's agent can enter your home without your consent only by giving you 24 hours written notice and only in the following situations (California Civil Code 1954). Note that an inspection not related to a specific repair is not a legal reason to enter a unit.

1. In an emergency
2. To make necessary or agreed upon repairs
3. To show it to prospective tenants, buyers, mortgage holders, repair persons, or contractors.
4. When the tenant has moved.
5. When there is a court order authorizing entry by the landlord.

Write a letter demanding these illegal entries stop. Mention the Tenant Protection Ordinance if you are covered. Demand 24 hours written notice for future entries. You can also demand that these visits be made only during normal business hours, Monday through Friday 9-5. Keep a copy of your signed and dated letter.

Keep a list of all known entries. Talk to your neighbors. You can serve as witnesses for each other.

As a California tenant, you are covered by CA Civil Code 1952 as well as 1940.2(b). You can sue in small claims court under these laws or the Tenant Protection Ordinance. If the landlord's violation of entry rules was "significant and intentional," and the landlord's purpose was to influence you to move out, you can sue for up to \$2,000 per violation.

## **DISCRIMINATION**

Landlords cannot refuse to rent to you or otherwise discriminate against you because you are a member of a protected class. Protected classes are determined by, for example: race; religion, ethnic background or national origin; sex, sexual orientation and gender

identity; marital status; physical and mental disability; families with children (except in designated retirement communities).

When renting a place, fair housing law protects tenants from obvious discrimination (such as saying "no children" in an ad) as well as more subtle discrimination (such as saying a place is filled after hearing a potential tenant with a certain accent). Your landlord also cannot treat current tenants differently than one another based on one being in a certain protected class. For example, a landlord cannot give 30-day notices to just the people of color in the building, or have a different late-fee policy for only black residents.

If your landlord is discriminating against you, you can complain to the California Department of Fair Employment and Housing by calling 800-884-1684 or the Housing and US Department of Housing and Urban Development at 800-347-3739. You can also try to sue the landlord with a private attorney. If you see discrimination happening and you live in a building with many other tenants, you may want to use collective action to try to stop them ("see Taking Collective Action").

## **YOUR LANDLORD WILL NOT ALLOW YOUR SERVICE ANIMAL**

In California, landlords must allow you to have a service dog or emotional support animal. They cannot deny your service animal because of a "no pet" policy. They can only do so if the specific animal poses a threat to the safety of others or the property (not just the breed or size but your animal in particular). You are eligible to have a support or service animal if you have a disability, defined in California as a mental or physical disorder that interferes with the function of daily living. If your landlord asks, you must provide reasonable documentation from a medical professional that says you have a disability and need the animal.



# Moving Out & Security Deposits

## HOW CAN YOU GET YOUR SECURITY DEPOSIT BACK?

If your landlord charged you a security deposit when you moved in, how can you be sure to get it back at the end of your tenancy? First, everything your landlord charges you before your tenancy, except an “application screening fee” that cannot be more than \$39.47 per tenant and adjusted for inflation (CA Civil Code

1950.6), is refundable. This include pet fees, key fees and all others. The most your landlord can charge for a security deposit is two month’s rent, or three month’s rent for a furnished unit.

*As a tenant, you are not responsible for ordinary wear & tear of a unit.*

As a tenant, you are not responsible for ordinary wear and tear of a unit, only damage outside of ordinary wear.

## WHEN YOU FIRST MOVE IN

Do a thorough walk-through of your unit, and document all defects, including cracks, scratches & holes in the wall. Note the cleanliness of the unit too. Have your landlord do this with you and sign off, or bring another witness (like a friend) if your landlord refuses.

## WHEN YOU’RE MOVING OUT

After you put in your 30 days notice of your intent to move, request a walk through of your unit when you’ll

be mostly cleaned up. Legally your landlord is supposed to allow you this inspection before you move out. After the inspection your landlord should send you a list with each item that they want to deduct from your deposit. Then, you can make repairs on any of the deductions before leaving. When it is time to move out, it’s a good idea to make an appointment for the landlord to come to the property and do a final walk-through, and do an exchange of the full security deposit for your keys to the property. (Keep in mind that your landlord legally has 21 days to return your security deposit.)

If your landlord refuses to do a walkthrough, be sure to document this by writing them a letter that says you tried to make an appointment and they refused, and that describes the condition of the unit. Document how the unit looked when you moved out. Take pictures, including a photo with a newspaper with the date in it. This way, if you end up in court you can prove the state of the unit.

## IF YOUR LANDLORD REFUSES TO RETURN ALL, OR PART OF YOUR DEPOSIT

If you have not heard from your landlord in 21 days, or have not received your deposit or the itemized list of deductions with receipts from your landlord, follow the steps listed below. If you have received part of your deposit, but want to demand the rest, do not cash it. The court may rule that when you cashed the check you accepted that as the whole deposit. If you want to demand the rest, you should start by writing a letter to your landlord demanding your deposit. You can use the

letter generator from California Court system: [courts.ca.gov/11150.htm](https://courts.ca.gov/11150.htm) .

Or you can write your own letter, which should include the following:

- Request your deposit in its entirety
- Mention Civil Code 1950.5 which says your landlord must give you your deposit within 21 days
- Describe the condition of the unit when you left
- Say if your landlord does not respond, you will be forced to take legal action

If your landlord does not respond to your claims letter, or their response is unsatisfactory, you can sue them in small claims court.

In California, you can sue in small claims court for the amount of the security deposit plus twice the amount of the deposit in damages, up to \$10,000 (more than that & you have to go to superior court).

Even if you don't have a receipt for your security deposit, you can possibly still win.

## **IF YOU GET A NEW LANDLORD / YOUR BUILDING CHANGES OWNERS**

Your ex-landlord must transfer the deposit to the new landlord. Make sure your new landlord has received the deposit as soon as possible.

## **IF YOU WANT TO MOVE OUT**

If you have a month-to-month lease, you must give 30 days written notice to end your contract, even if you plan on moving out due to a rent increase via 60-day notice. You do not need to give this notice on any particular day; you can give it on October 12th and move out November 12th, and only pay through November 12th's rent.

If you have a fixed term lease, you can leave at the

end of your lease. If you want to leave earlier, you are breaking a legal contract.

According to law, your landlord must attempt to minimize losses and re-rent the unit as quickly as possible. However, if your landlord tries and is unable to re-rent the unit for some months, you may be held responsible for the lost rent. Still, the rental market is so hot in Oakland that this should not happen.

If your landlord is difficult and you think they will try to charge you for lost rent, you can post your unit on Craigslist and find some potential tenants. Then, write your landlord saying you have found potential tenants with their information.

If your landlord demands a small amount of money for you ending your lease, you might agree to let them take it out of your deposit to avoid a conflict. However, it is so easy to re-rent in Oakland, you should not pay them much for this inconvenience. Get anything you agree to in writing.



# Taking Collective Action

Collective action, or organizing, is when you combine your efforts with your neighbors, family or friends, towards a common set of goals. Individuals wanting to enforce their rights as tenants can use all of the information in this handbook. However, you can also take these actions together with others to maximize impact.

Working with your neighbors helps you improve your situation in a number of ways. It makes you a stronger force when standing up to your landlord. It can make it more likely that you will get your needs met. Also, a group is harder for a landlord to retaliate against.

Here are some basic steps in organizing your building to demand necessary changes from your landlord.

## ASK YOURSELF THESE QUESTIONS FIRST

Do you have the time and energy to work with your neighbors for the improvements you want to see?

Do tenants in your building share the same problems that you have?

Would they be interested in working together, to come to planning meetings and to take action?

## PLANNING YOUR FIRST TENANTS MEETING

Get clear on what issues you want to talk to your neighbors about and make a list to help you remember.

Start knocking on the doors of your neighbors to ask

them about their experience in the building. You can start with people you know well or are comfortable with.

Write down people's names, apartment numbers and contact information. Ask them if it would be ok to email them either individually or on a larger group thread.

Ask whether your neighbors would be interested in coming to a meeting to talk about their housing issues and whether they would help you plan the first meeting.

Set up your first meeting and invite all interested neighbors. You can make flyers to stick under doors or in common spaces.

Beware that the landlord could find out what is happening before the meeting occurs. Don't invite your landlord to the meeting, or the building manager. It's best for tenants to get to know each other without the pressure of a building manager present.

Make sure your meetings have a clear goal and a facilitator or someone else who can guide the group towards that goal.

Write down the main decisions you made in the meeting, and send them out to everyone. It's often easiest to have someone take notes on these while the meeting is happening so you don't forget.

Bring some snacks and take time before or after the meeting to chat with your neighbors a bit. Folks who know each other better get along better and are more resilient in the face of backlash from the landlord.

Handle all conflict openly, immediately and with respect.

Be aware of group dynamics. For example, if one person talks the whole time at the meeting, it can be a big turn off for others. We have found these dynamics often reflect subtle (or not subtle) racism and sexism, so be aware of white people or men talking the most. You can help solve this by having people raise their hands while the facilitator calls on them if it is a big group.

Decide when to organize publicly and when to exercise secrecy. The sooner your landlord knows you are organizing, the sooner they can retaliate against you. That being said, if you can prove your landlord is retaliating against you for organizing you may be able to defend yourself using California Civil Code 1942.5.

For example, if your landlord receives a certified mail letter from all the tenants of a building announcing the formation of their tenants union, and then every tenant receives a \$500 a month increase, these tenants may have a retaliation claim. If the landlord can claim he didn't know the tenants union was a thing (even if they're lying) it will be much harder to fight the \$500 a month rent increase.

## TAKING ACTION!

There are many ways to take action as a group (or individual); these are just a few ideas. When taking action, try to make sure that you are clear as a group on your goals and how your actions will get you there.

Write a collective letter. This could either be from the whole building or a smaller group of tenants. Make your demands clear, with a date you want the issue resolved by and a list of all the signatures.

Sue your landlord together. Getting a lawyer together can be more powerful than doing a case yourself. Just be aware that while lawyers can be helpful, working on your case yourself can be much cheaper and work just as well. Also, you will always have your best interest in mind, while lawyers may be more focused on making money. You can also all sue in small claims court simultaneously. If, for example, six people each sue the landlord for \$10,000 on the same grounds (the maximum in a small claims suit) the landlord is suddenly facing \$60,000.

## DIRECT ACTION

Direct action is when you directly pressure your landlord into meeting your demands. These tactics work best when you have wide support from other tenants and even some community members. Some ways to do this are:

Deliver your collective letter in person. Bring the demands you wrote with other tenants and people to support you, and hand deliver it to your landlord at their place of work or home. This can feel very empowering, and shows your landlord that you are serious and supported in your demand.

Do a phone blast. Have other tenants, friends and family call your landlord and ask them to meet your demands. You can have everyone do this on the same day for effect. You can also ask others to join in calling your landlord by posting about it on Facebook or other social media.

Target your landlord where they'll feel it. If your landlord is a business owner, you can tell their customers about how bad of a business-person they are. This can look like handing out flyers at the door of their business with the support of other tenants. You can also put your landlord on blast in other communities that may not know about their dirty deeds. For example, you can hand out flyers to their neighbors that say "did you know your neighbor is harassing their tenants?" to let others know about your landlord's misdeeds.



# Other Tenant Issues

## YOUR LANDLORD IS TRYING TO TURN YOUR UNIT INTO A CONDO

A condominium conversion is when a landlord wants to change a multi-family rental unit to a condominium or community apartment project. If a multi-unit building is changed to condos, each condo can be bought and sold separately.

If you have Just Cause, your landlord cannot evict you because they want to do a condominium conversion. Most often, we have seen landlords try to buy out tenants so they can do a condo conversions (see “Your Landlord Offered You Money to Move Out” below). Landlords can also use the Ellis Act, but this is an expensive, complex process rarely seen in Oakland. If your landlord says they want to do a condo conversion, get in touch with a legal organization about your rights (see “Referrals”).

## YOUR LANDLORD IS SELLING YOUR BUILDING

If your landlord sells the building, your same lease is transferred to the new owner. Your rights do not change. If you are covered under Just Cause you cannot be made to move just because the building is being sold. If you are covered under Just Cause, neither your landlord nor the new owner can evict you because your building is for sale, or because of an ownership change.

If it is unclear who you should pay your rent to during the sale of a building, you can check with the County Clerk-Recorder’s Office. They require you to go in person (see “Referrals”).

## YOUR LANDLORD WANTS YOU TO SIGN A NEW LEASE

Check if you are covered under Rent Control (see “Rent Increase Basics”). If you are covered, you do not have to sign a new lease that is materially different from the old lease. This means you cannot be made to pay more or receive less from your landlord in the new lease.

“Material” changes include requiring that you pay for utilities when you didn’t before, removing access to a garage, increasing rent, or revoking your right to have pets or subletters. If you refuse to sign a new lease when it is not materially different, such as if you just don’t want to sign another year-long lease, your landlord can serve you a 3-day notice to sign or face eviction.

If you are covered under Rent Control and your landlord attempts to make you sign a new and different lease, write the landlord a letter stating that you are covered under Just Cause and Rent Control and that you will not sign a new lease with materially different terms.

If you are not covered under Rent Control, your landlord cannot change your lease terms until it expires. When it expires you can be made to sign a different and new lease. Try to negotiate for what you want.

## YOUR LANDLORD OFFERED YOU MONEY TO MOVE OUT

If your landlord offers you money to leave a unit (also called a buyout or cash-for-keys), make sure you have a written agreement and you are paid a fair amount. In this very expensive rental market, you should receive

a LOT of money. We have heard of tenants receiving tens of thousands of dollars. The amount of money for a buyout is not standard and depends on your situation. Don't be bullied into signing one that doesn't fairly pay you.

If you are going to agree to a buyout, it is often worth it to work with a lawyer to protect your rights and get the most possible compensation.

DO NOT assume you will be able to find a new unit for the same price in your area. As of fall 2016 1-bedrooms in Oakland are on average \$2,900 per month. It can be

almost impossible for Section 8 tenants to move within the county. Many tenants sign onto a buyout and then realize they cannot find a new place. Once you sign, you are legally bound to that agreement and must move.

Oftentimes landlords say that if you don't accept a buyout they will evict you. This is harassment under the Oakland Tenant Protection Ordinance (see "Harassment & Discrimination"), and you may be able to sue your landlord in small claims court for this behavior. Also, if your landlord could legally evict you they probably would not be offering you a buyout.

## IS MY BUYOUT WORTH IT?

How to calculate if the buyout your landlord is offering you is worth it

Figure out how much more it would cost to rent another unit in your area.

You can use [craigslist.com](http://craigslist.com) or [zillow.com](http://zillow.com) to make an estimate. Note that for Oakland, the average unit currently costs \$2,900/month for a one bedroom. Calculate your moving costs. Then, calculate how long the extra money your landlord gave you would last you.

Example: Say you are in a one-bedroom near Lake Merritt.

You have rent control and pay \$1000 per month, but your landlord is offering you \$5000 to move out. New apartments in your area cost \$2800/month, and you would spend \$500 in moving costs.

$\$2800$  (new rent) -  $\$1000$  (old rent) =  $\$1800$  (how much more you will be paying per month)

Your landlord gave you  $\$5000$  -  $\$500$  (moving costs) =  $\$4500$ .

You have  $\$4500$  extra to spend on rent, which will last for less than 3 months.

Once that money runs out, you will spend an extra \$21,600 per year on your new unit. Furthermore, consider that if you are forced to move into a new unit without rent control your rental costs can quickly skyrocket as soon as the market gets more expensive.

## YOUR LANDLORD SAYS YOU DON'T HAVE TO PAY RENT

If your landlord tells you that you don't have to pay rent for any amount of time, get a written agreement. Even if your landlord verbally tells you that you don't have to pay rent, they can still serve you a 3-day eviction notice and ask for all unpaid rent. You could end up getting evicted and you might be responsible for paying the rent they said you did not have to pay.

## ILLEGAL UNITS

Many landlords rent units that they are not allowed to rent legally. Even if you live in an illegal unit, you still have rights.

*Even if you live in an illegal unit, you still have tenant rights.*

It is difficult to know if you live in an illegal unit, but here are some possible signs:

- No separate PG&E bill
- Ceiling height below 7'6, which is against the Uniform Building Code requirement.
- No secondary exit or fire escape. Some common examples are garden apartment at the back of a garage where the only entry and exit is through the garden, units that only exit into a garage, or converted attics without a fire escape.
- Another way to determine if you live in an illegal unit is to call the County Assessor's Office and ask how many units are registered at your address (see "Referrals").

You can also check with the Oakland Business Office or Oakland Zones and Planning. The Business Office has a record of taxes collected for a rented-out unit and might have documentation on your unit. Oakland Zoning and Planning has a record of units approved for occupancy or units rehabilitated or converted (see "Referrals").

Illegal units can still be covered under Just Cause and Rent Control.

If the city finds out that you are living in an illegal unit,

even if you signed a lease, you may have to leave your home. This is why we suggest that you do not call Oakland Codes and Compliance for repair issues if you want to keep living in an illegal unit.

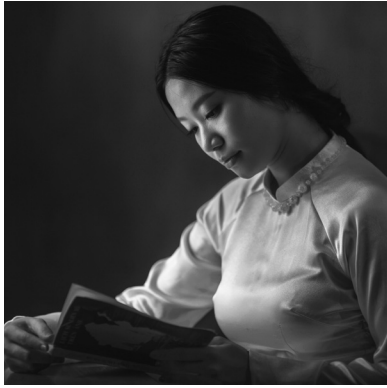
However, if the City finds out about the illegal renting, the landlord may be required to demolish the unit and permanently take it off the rental market. Therefore the landlord will likely try to keep you from reporting repairs or involving the city in any eviction proceeding for an illegal unit.

If you are forced to leave a unit you may be entitled to compensation under the Code Enforcement Relocation Program. However, the tenant may need Codes and Compliance to certify that the unit is uninhabitable. You may also sue your landlord at any time for renting you an illegal unit. These lawsuits are often expensive and target the owner's homeowner insurance.

Many landlords will try to get you out of an illegal unit at the request of a homeowner's insurance company. If your landlord is trying to do this, make sure you get help from a lawyer if you want to leave.







# Writing a Letter to Your Landlord

## HOW TO WRITE A LETTER TO YOUR LANDLORD

Write the letter to your landlord. Sign and date it. Make a photocopy and print one or several copies of the letter for your personal records and keep them in a safe place. Send the letter to your landlord via certified mail, requesting a return receipt (meaning the recipient of the letter will have to sign to accept it). This costs a few dollars at any US post office. With a copy of the dated letter and a copy of the receipt you can prove the contents of the letter, and that your landlord received it, and on what date.

We recommend against giving your landlord legal advice in a letter, unless you think it is strategic.

Three example letters are in this section. Adjust or edit them to meet your circumstances. The portions of the letter examples in parentheses should include information specific to you and your landlord.

If you do not know your landlord's address for sending them a letter, call the County Assessors Office (see "Referrals") and use the address they have for the owner of your building.

To see more on Repairs see the "Repairs" section.

To see if the eviction notice you received is valid or invalid see the "Eviction Notices & Unlawful Detainers" section.

To see if the rent increase notice you received is valid or invalid see the "Rent Increases" section.

## REPAIR LETTER (for all tenants)

(Date)

To: (Landlord's name and address)

From: (Your name and address)

Dear (Landlord's name),

I am a tenant at (your address) I have been a tenant since (date you moved in). I am writing to officially request that the following repairs be completed at my unit.

List of Repairs:

1. (Write the repairs clearly and with detail, include images if you have them and dates)
2. (Insert as many as you need in this itemized list...)
3. (...)

Under California Civil Code Section 1941.1 ("Warranty of Habitability") it is your legal responsibility to take care of the above-mentioned repairs. I am requesting a response to this letter within 5 days informing me of your plans of to execute the repairs.

According to California Civil Code Section 1942.5, you are prohibited from retaliating against me for having exercised my legal right to request repairs.

Thank you for your prompt action.

Best,

(Your printed name and signature)

## EVICTION LETTER

**(for tenants covered under Just Cause who received an invalid eviction notice or threat)**

(Date)

To: (Landlord's name and address)

From: (Your name and address)

Dear (Landlord's name),

I am a tenant at (your address) I have been a tenant since (date you moved in).

I am advising you that the eviction process does not officially begin until a landlord serves a tenant with a valid notice according to the Just Cause for Eviction Ordinance of Oakland (Measure EE), of which I am a protected tenant. As of this point you have not served me with a valid eviction.

According to state law CC 789.3, it is illegal to remove my property from my unit or lock me out of the unit until the eviction process is complete by the court and sheriff. According to California Civil Code Section 1942.5, you are prohibited from retaliating against me for having exercised my legal right to a legal eviction process.

Thank you for your attention.

Best,

(Your printed name and signature)

## RENT INCREASE LETTER

**(for tenants covered under Just Cause and rent control who receive an invalid rent increase notice or threat)**

(Date)

To: (Landlord's name and address)

From: (Your name and address)

Dear (Landlord's name),

I am a tenant at (your address) I have been a tenant since (date you moved in).

I am advising you that the rent increase I received is invalid. I am a protected tenant under the Just Cause Ordinance and the Oakland rent stabilization law.

Since I have not received a legal notice, I will continue to pay \$(your original rent amount) per my original rental agreement.

Thank you for your attention.

Best,

(Your printed name and signature)

# Referrals

Each listed referral, to the best of our ability, lists the services provided, costs of services, languages in which those services are available, and accessibility information if the location has a physical address. Please note that some of this information may be out of date, incorrect, or unknown.

## CITY & COUNTY SERVICES

### OAKLAND RENTAL ADJUSTMENT PROGRAM, HOUSING ASSISTANCE CENTER

250 Frank H. Ogawa Plaza, 6th Floor, Oakland  
(510) 238-3721

**Drop-in Hours:** Mon-Fri 10am-12pm, 2-4pm  
[www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment](http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment)  
**Email:** ctaylor2@oaklandnet.com

**Services:** Petitioning illegal rent increases, lowering rent when your landlord won't do repairs, records of eviction notices or rent increases

**Cost:** Free

**Physical Access:** Wheelchair Accessible

**Language:** English, possibly others

**Rental Adjustment Program Instructions:**  
[www2.oaklandnet.com/oakca1/groups/ceda/documents/form/dowdoo8122.pdf](http://www2.oaklandnet.com/oakca1/groups/ceda/documents/form/dowdoo8122.pdf)

**Rental Adjustment Program Petition form:**  
[www2.oaklandnet.com/oakca1/groups/ceda/documents/agenda/oako48530.pdf](http://www2.oaklandnet.com/oakca1/groups/ceda/documents/agenda/oako48530.pdf)

### ALAMEDA COUNTY VECTOR CONTROL

(510) 567-6800

Monday thru Friday, 8:30am-5pm  
[www.acvcsd.org/contactus.htm](http://www.acvcsd.org/contactus.htm)

**Services:** Pests & Infestations (OK to call for Illegal Unit)

**Physical Access:** They come to your unit

**Cost:** Free

### OAKLAND CODES AND COMPLIANCE

(510) 238-3381 (DO NOT CALL FOR ILLEGAL UNIT)  
[www2.oaklandnet.com/government/o/PBN/OurServices/CityCodeEnforcement/index.htm](http://www2.oaklandnet.com/government/o/PBN/OurServices/CityCodeEnforcement/index.htm)

**Services:** Inspections for repairs and mold

**Cost:** Free

**Physical Access:** They come to your unit

**Language:** English, Spanish, Chinese

## COUNTY ASSESSOR'S OFFICE

(510) 272-3787

[acgov.org/assessor/resources/parcel\\_viewer.htm](http://acgov.org/assessor/resources/parcel_viewer.htm)

**Services:** For information on date unit was built, number of units on parcel and property owner's name and address (2-3 month lag on information)

**Cost:** Free

**Physical Access:** Wheelchair accessible

**Language:** English only

## COUNTY CLERK-RECORDER'S OFFICE

1106 Madison St. Oakland

510-272-6362

Mon-Fri 8:30am-4:30pm (often very busy 12- 2pm)

**Services:** Most up-to-date information on current property owner, have to go in person

**Cost:** Free

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish, Mandarin, Cantonese, Vietnamese, translation line for other languages

## ALAMEDA COUNTY COURTHOUSE SELF-HELP DESK

Hayward Hall of Justice, 24405 Amador Street, Department 501, Hayward

(510) 272-1393

**Phone hours:** Mon-Thu 2-4pm

**Walk-in hours:** Mon-Fri 8:30am-12:00pm

[www.alameda.courts.ca.gov/Pages.aspx/Self-Help-and-Family-Law-Facilitator-Hours](http://www.alameda.courts.ca.gov/Pages.aspx/Self-Help-and-Family-Law-Facilitator-Hours)

(English and Spanish)

**Services:** How to sue in small claims court, how to respond to an Unlawful Detainer, fee waivers

## ALAMEDA COUNTY COURTHOUSE SMALL-CLAIMS COURT

Hayward Hall of Justice 24405 Amador Street, Hayward  
(510) 690-2700

[www.alameda.courts.ca.gov/pages.aspx/small-claims](http://www.alameda.courts.ca.gov/pages.aspx/small-claims)

**Services:** For suits under \$10,000 (ie. harassment, failure to return deposit, repairs etc)

**Cost:** Fee Waiver available if low-income

## LEGAL AID ORGANIZATIONS

### CALIFORNIA BAR LAWYERS

[members.calbar.ca.gov/fal/membersearch/quicksearch](http://members.calbar.ca.gov/fal/membersearch/quicksearch)

**Services:** Lawyers to help with buyouts, court dates, civil or criminal suits (if you have specific needs for a lawyer, it can be worth calling a housing aid or legal aid organization to ask for specific referrals)

**Cost, Physical Access & Language:** Depends on the Lawyer

### BAY AREA LEGAL AID

1735 Telegraph Ave, Oakland  
(510) 250-5270, Toll-Free (800) 551-5554  
Mon & Thu 9:30am-3:00pm, Tue & Wed 9:30am-1pm  
(call to make an appointment)

[www.baylegal.org](http://www.baylegal.org)

**Services:** Housing rights legal aid, especially for Section 8 & very low income tenants, telephone counseling

**Cost:** Free

**Language:** English, Spanish, Chinese when calling (webpage says "all languages")

### EAST BAY COMMUNITY LAW CENTER

2921 Adeline St, Berkeley  
(510) 548-4040 ext 323 ask for Ms. Gracie Jones  
Walk-in if you have summons and complaint or sheriff's notice, otherwise call to make an appointment  
[ebclc.org/need-services/housing-services](http://ebclc.org/need-services/housing-services)

**Services:** Unlawful detainers & all other legal issues for low income tenants

**Cost:** Free for low income residents

**Physical Access:** Wheelchair accessible

**Language:** Have a translation line and can communicate in most languages

## EVICTION DEFENSE CENTER

1611 Telegraph Ave St 762, Oakland  
(510) 452-4541

Mon-Fri 9:00am – 4:30pm

**Cost:** Sliding scale \$50+

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish

## CENTRO LEGAL DE LA RAZA

400 E. 12th Street, Oakland

(510) 437-1554

Mon-Thu 9am-1pm, 2pm-5pm, Fri 9am-12pm, 2pm-4pm  
(call for appointment)

[centrolegal.org](http://centrolegal.org) (English)

[centrolegal.org/es](http://centrolegal.org/es) (Spanish)

**Email:** [info@centrolegal.org](mailto:info@centrolegal.org)

**Services:** Unlawful detainers & other legal issues for low income tenants

**Cost:** Free or low cost

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish

## TOEBNER LAW CENTER

1300 Clay Street Suite 600, Oakland  
510-250-5635

Appts only. Mon to Fri 9 am to 5 pm

[www.tobenerlaw.com/tenant-law/oakland](http://www.tobenerlaw.com/tenant-law/oakland)

**Email:** [contact@tobenerlaw.com](mailto:contact@tobenerlaw.com)

**Services:** Tenant advocacy. Good non-low-income lawyer services.

**Cost:** Contingency, no fee unless they get a recovery

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish, Vietnamese

## TENANTS RIGHTS

### CAUSA JUSTA :: JUST CAUSE

510-836-2687 (call to leave a message, expect call back)

**West Oakland Office:** 3268 San Pablo Ave.

Walk-In Hours: Mon & Wed 1-5pm; Tue 9-12 & 1-5pm

**East Oakland Office:** 9124 International Blvd

Walk-In Hours: Thu & Fri 9-12 & 1-5pm

cjjc.org (English)

cjjc.org/es (Spanish)

**Services:** Support with most tenants rights issues that do not require a lawyer or court proceedings. Can also become a member and join in direct action and policy change advocacy work.

**Cost:** Free, only for low-income Oakland tenants

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish

## MEDIATION

### SEEDS COMMUNITY RESOLUTION CENTER

2530 San Pablo Ave. Suite A, Berkeley

(510) 548-2377

Mon-Thu 9am-5pm

www.seedscrc.org

**Email:** info@seedscrc.org

**Services:** Mediation, useful for conflicts between tenants and sometimes between landlords and tenants (be aware that mediator will attempt to make equal playing field for all parties despite inherent power landlord has over tenant)

**Cost:** free to sliding scale

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish

### OAKLAND TENANTS UNION

(510) 704-5276

www.oaklandtenantsunion.org/help-and-support.html

**Email:** help@OaklandTenantsUnion.org

**Services:** Counseling on any issue, especially for Section 8 & very low income tenants

**Cost:** Free

**Physical Access:** No physical office

**Language:** English, sometimes Spanish

## FINANCIAL ASSISTANCE

### SEASON OF SHARING

2000 San Pablo Ave, Berkeley

(510) 272-3700

Hours by appointment only

www.alamedasocialservices.org/public/services/community/season\_of\_sharing.cfm

**Email:** sos@acgov.org

**Services:** One-time financial assistance

**Cost:** Free

**Physical Access:** Wheelchair accessible

**Language:** English, interpreter possible for Spanish, Mandarin, Cantonese, Vietnamese, Farsi Dari, Russian, Cambodia, Korean, Arabic

### CATHOLIC CHARITIES

443 Jefferson Street, Oakland

(510) 763-3100

Mon-Fri 9am-5pm

Housing Clinic enrollment is on the 2nd and 4th Tuesday of each month from 9am-11am & 1pm-4pm

www.cceb.org/our-services

www.cceb.org/our-services/critical-family-needs

**Services:** rental and utility assistance, support during private and economic crises

**Cost:** Free

**Physical Access:** Wheelchair accessible

**Language:** English, Spanish, Vietnamese (make appointment to ensure translation availability)

## OUTSIDE OAKLAND

### TENANTS TOGETHER (ALL OF CALIFORNIA)

(415) 595-8100

www.tenantstogether.org

**Services:** Tenants' rights counseling, state wide campaigns and organizing

**Cost:** \$25-\$50, ask for free services if low income

**Language:** English, Spanish

### TOEBNER LAW CENTER (SAN FRANCISCO)

(415) 504-2165

(See "Legal Aid Organizations")

## BERKELEY TENANTS UNION (BERKELEY)

2022 Blake Street, Berkeley

(510) 982-6696

berkeleytenants.org

**Email:** info@BerkeleyTenants.org

**Services:** organizing tenants, no direct services offered

## BAY AREA LEGAL AID (EAST BAY)

(see "Legal Aid Organizations")

## EAST BAY COMMUNITY LAW CENTER (EAST BAY)

(see "Legal Aid Organizations")

## PROJECT SENTINEL

housing.org

**Main office, Cupertino:** (408) 720-9888

**Campbell:** (408) 243-8565

**Cupertino:** (408) 720-9888 ex. 8026

**Fremont:** (510) 574-2270

**Gilroy:** (408) 842-7740

**Los Altos:** (650) 949-5267

**Los Gatos:** (408) 402-0307

**Milpitas:** (408) 946-6582

**Modesto:** (209) 236-1577

**Morgan Hill:** (408) 842-7740

**Mountain View:** (650) 960-0495

**Palo Alto:** (650) 856-4062

**San Martin:** (408) 842-7740

**Santa Clara:** (408) 470-3743

**Stanislaus County:** (209) 236-1577

**Sunnyvale:** (408) 720-9888 ex. 8031

**Turlock:** (209) 236-1577

**Unincorporated Santa Clara county areas:** (408)

842-7740

**San Mateo County:** (650) 399-2149

**Address:** no walk ins, appointment only

**Email:** info@housing.org

**Services:** tenant/landlord assistance, counseling, mediation

**Special services** (only in some communities):

Mortgage counseling; fair housing; housing discrimination; community meditation; home buyer education

**Cost:** Free

**Physical Access:** unknown, depends on office

**Language:** English, Spanish

## ECHO FAIR HOUSING

(855) ASK-ECHO

<http://www.echofairhousing.org>

770 A Street, Hayward

(510) 581-9380

### Antioch Office

301 West 10th Street, Antioch

(925) 732-3919

### ECHO Housing Opportunity Center

141 N. Livermore Avenue, Livermore

(925) 583-5992

### Livermore Office

3311 Pacific Avenue, Livermore

(925) 449-7340

### Oakland Office

1305 Franklin Street #305, Oakland

(510) 496-0496

**Services:** tenant/landlord services, counseling, mediation, rental assistance (Alameda County), fair housing services, homeseeking and shared housing counseling and placement, pre-purchase counseling & first time home buyer education

**Cost, Physical Access & Language:** unknown

# ¿Habla español?

Hay una versión en español. Visite  
**[oaklandtenantsrightshandbook.wordpress.com](http://oaklandtenantsrightshandbook.wordpress.com)**  
para más información.

**Oakland  
Tenants'  
Rights  
Handbook**