



The Housing Authority of the City of Alameda is the program administrator of the City of Alameda's Rent Program.

Services

HOURS:

Monday - Thursday 8:30am to 4:00pm

CONTACT INFORMATION:

Phone 510-747-4346
 Email rentprogram@alamedahsg.org
 Fax 510-864-0879
 Web alamedarentprogram.org
 Address 701 Atlantic Avenue
 Alameda, CA 94501

The Rent Program does not provide legal advice to landlords or tenants.

Legal services for low-income tenants are available at Centro Legal de la Raza (510-437-1554). Drop-in hours on Tues. and Thurs. at 9am at 3022 International Boulevard, Suite 410, Oakland, CA.

This is an important document, please have it translated.

Este es un documento importante, hágalo traducir.

本文件為重要文件，請做好翻譯。我們免費提供翻譯服務。

Đây là tài liệu quan trọng, vui lòng biên dịch.

Ito ay isang mahalagang dokumento, mangyaring ipasalin ito.

FULLY REGULATED UNITS

- Multi-unit properties built before 1995 (two or more units on a parcel)

PARTIALLY REGULATED UNITS

- Single-family homes, condominiums, multi-unit properties built after 1995
- Units with participants of the Housing Choice Voucher (Section 8) Program that are not owned by the Housing Authority or a non-profit organization

EXEMPT UNITS

- Units owned by the Housing Authority or regulated by an agreement
- Accommodations occupied for less than 30 days
- Commercial units
- Institutions
- Mobile homes & houseboats



City of Alameda Rent Program

Landlord and Tenant Responsibilities & Protections

Updated October 2019



www.alamedarentprogram.org

510-747-4346

rentprogram@alamedahsg.org

General Information

New Tenants

When searching for new tenants, landlords may not employ discriminatory criteria, including source of income, for determining qualified applicants

Landlords must provide new tenants with information about the Rent Ordinance.

Annual Program Fee

The landlord is responsible for the fee. Landlords will be allowed to pass through 50% of the fiscal year 2020-21 fee to a tenant in 12 equal installments.

Temporary Displacements

Temporary relocation payments are owed when the tenant is temporarily displaced due to a governmental order to vacate the rental unit or due to "health or safety conditions".

Buyout Agreements

A buyout agreement, by which a tenant agrees to vacate the rental unit, usually in return for money, must (i) be in writing; (ii) state the tenant rights; and (iii) be filed with the Rent Program. A tenant has the right to rescind a signed buyout agreement within 30 days of signing.



Terminations of Tenancy

9 Reasons for Termination of Tenancy:

"For Cause"

- ✓ Failure to pay rent
- ✓ Breach of the lease
- ✓ Failure to give access
- ✓ Nuisance

"No Fault"

- ✓ Owner move-in
- ✓ Demolition
- ✓ Capital improvement plan
- ✓ Withdrawal from the rental market
- ✓ Compliance with governmental order

Relocation payments are owed if a tenant vacates after receiving a rent increase notice above 10%.

Requirements for "No Fault" reasons:

- Landlords must file a copy of the termination notice with the Rent Program
- Notices must have specific information
- Relocation payment owed to all households; enhanced amount owed to households with a renter who is a senior, is a person with a disability, or has a child under the age of 18
- Relocation payment schedule
 - 1st half owed when the tenant confirms to the landlord, in writing, the tenant will vacate the unit;
 - 2nd half owed when the tenant vacates the unit
- Landlord must adhere to any restrictions placed on occupying or renting the unit

Rent Increases



There can be only one rent increase in any 12-month period.



Landlords must register rents for all units annually. "Fully regulated units" must also register any new tenancy or change in ownership

"Fully regulated units" must adhere to the following:

Rent Increase Ceiling

Rent cannot be increased above the Annual General Adjustment (AGA). The AGA is calculated at 70% of the Consumer Price Index and published by the Rent Program annually.

Petitions

Landlords and tenants may file a petition for an upward or downward adjustment in the maximum allowable rent through a binding hearing process.

Capital Improvement Increases

Rent increases may exceed the AGA if the landlord qualifies for an increase under an approved Capital Improvement Plan.

To qualify, improvements must be:

- major, long term improvements and
- be of a certain value