

# City of Alameda Rent Stabilization Program November 2018 Newsletter



**NEW!**

## Tenant & Landlord Pocket Guides to Rent Stabilization in Alameda

These new pocket guides explain rights and responsibilities under rent stabilization in Alameda. The guides include detailed information as well as a resource index.

[Click here to view the Tenant Pocket Guide](#)

[Click here to view the Landlord Pocket Guide](#)



## Requirements for the end of the term of a lease

The Rent Stabilization Program has received a number of inquiries from landlords and tenants asking whether tenants are entitled, under the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance (Ordinance No. 3148) to relocation fees if they are required to vacate their rental unit at the end of the term of a lease. The answer is generally "yes" because the Ordinance does not permit a tenancy to be terminated just because the term of a lease ends.

Under the Ordinance, there are limited grounds for a landlord to terminate a tenancy. These include "just cause" reasons, for example, the failure of a tenant to pay rent. If a landlord terminates a tenancy for just cause, the landlord is not required to pay relocation fees to the tenant. The Ordinance also allows a tenancy to be terminated for other reasons, for example, an owner move in or for "no cause." Under those circumstances, the Ordinance requires a landlord to pay relocation fees to the tenant. The Ordinance,

however, does not provide that a landlord may terminate a tenancy just because the term of a lease ends.

Courts in California have held for more than 40 years that in a rent controlled jurisdiction, such as the City of Alameda, the jurisdiction may establish the grounds upon which a tenancy may be terminated. Most of those jurisdictions do not include the expiration of a lease as a reason to terminate a tenancy and neither does Alameda's Ordinance.

Accordingly, in Alameda, at the end of the term of a lease, a tenant has the right to convert the lease to a month-to-month tenancy and, thereafter, the tenancy may be terminated only for one of the reasons permitted in the Ordinance, some of which require a landlord to pay relocation fees. A tenant, however, may voluntarily vacate a rental unit at the end of a lease. If that occurs, the landlord owes no relocation fees.

Moreover, as provided in section 6-58.150 D of the Ordinance, after a landlord has served the tenant with a notice of termination of tenancy that the Rent Stabilization Program has determined complies with the requirements of the Ordinance, a landlord and tenant may agree to relocation assistance different than the relocation assistance provided in the Ordinance, if the landlord and the tenant provide to the Rent Stabilization Program written proof of the alternative relocation assistance agreement within 21 days of the Tenant's vacating the rental unit.

Landlords should keep in mind, however, that the Ordinance prohibits a landlord from waiving, in a rental agreement or lease, the rights granted to tenants under the Ordinance and any purported waiver of such rights is void.

If a landlord or tenant has questions concerning whether a particular situation requires the payment of relocation fees, please contact the Rent Stabilization Program.

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## Online Submission Option for Rent Increase Notices

Are you a tenant or a landlord who needs to submit a rent increase notice to the Rent Stabilization Program for review?

[Click here](#) to use the streamlined online submission process!

QUESTIONS? CONTACT US.

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