

CSFRA RENT STABILIZATION INFORMATION SHEET

This residential unit is subject to the City of Mountain View Community Stabilization and Fair Rent Act.

This summary of rights and responsibilities under the law is for informational purposes and must be presented to each tenant when signing a lease or upon submittal of a rent increase notice. For more information contact the Mountain View Rental Housing Helpline at (650) 282-2514 or CSFRA@housing.org or www.mountainview.gov/rentstabilization.

Rent Levels and Rent Increases

For tenancies covered under the rent stabilization program, the initial rent agreed to at the beginning of the tenancy establishes the **base rent** for that tenancy. If a current tenant has been residing in the rental unit since October 19, 2015, the amount of rent charged on October 19, 2015, is considered to be the base rent.

All rent increases during the tenancy are limited by law. The Rental Housing Committee determines each year's allowed rent increase (called the "Annual General Adjustment" or "AGA"). The landlord may implement the AGA by September 1 of each year or anytime thereafter. The owner may increase the rent **once per year** and only if proper written notice of the increase is provided to the tenant. If a landlord collects more rent than is allowed under the CSFRA, a tenant may file a petition with the Rental Housing Committee for **collection of unlawful rent** to get the overcharges reimbursed.

If you cannot afford to make your rent payment, you may contact the Mountain View Rental Housing Helpline at (650) 282-2514 or CSFRA@housing.org for potential assistance referrals.

Eviction Protections

Tenants have eviction protections, meaning they **cannot be asked to move out** without a lawful reason (even at the end of the lease term). A landlord may only evict a tenant for just-cause. The **just causes for eviction** are listed in Section 1705 of the CSFRA, which is available on the CSFRA website. Some of the just-causes for eviction include: not paying rent on time, violating a lawful provision of a rental agreement, creating a nuisance, criminal activity or failure to give access.

For most of the reasons that involve tenant fault (other than not paying the rent), the landlord must give the tenant a **notice to cease (warning letter) and a reasonable amount of time to correct certain problems** before giving the tenant a termination notice. A landlord must file a copy of the termination notice with the Rental Housing Committee within three days of serving it on the tenant.

There are also a few causes for eviction that are beyond a tenant's control such as a landlord choosing to remove the rental property off the rental market, to redevelop the property or to live in a unit on the property. A tenant evicted for any of these reasons, may be entitled to receive a **relocation payment**, depending on income level of the household. To evict, the landlord must follow certain procedures as further detailed in the Tenant Relocation Assistance Ordinance including providing proper written notice to the tenant.

Maintenance, Repairs and Amenities

Generally, **maintenance and repairs are a landlord's responsibility**. A landlord must maintain apartments and common areas in a safe and habitable condition. Tenants are required to take care of their apartment, and they may be liable for the costs of repairs if any damage is caused by tenants beyond normal wear and tear. When there is a maintenance issue, a tenant should let the landlord know immediately, particularly if there is an emergency. Additionally, tenants should give **written notice to the landlord** of the need for repair(s) and should **keep a copy of the notice**. If the necessary repairs are not completed within 30 days, the tenant may file a **petition for rent decrease** with the Rental Housing Committee. A petition for rent decrease may also be filed if a landlord reduces or removes certain **amenities or housing services** such as parking, storage, laundry areas or the right to have pets. State law requires that a landlord give tenants at least 24-hours written notice to enter their apartment for necessary or agreed upon repairs, unless there is an emergency.