

QUESTIONS AND ANSWERS ABOUT THE CAMPBELL RENT INCREASE DISPUTE RESOLUTION PROGRAM

1. WHAT IS THE DISPUTE RESOLUTION PROCESS?

The Rent Increase Dispute Resolution Ordinance establishes a process for resolution of tenant/landlord disputes concerning rent increases, housing services or proposed evictions. The City, acting through Project Sentinel will provide information, counseling, conciliation and mediation services to eligible tenants and landlords of rental property in the City of Campbell.

2. WHO OVERSEES AND ADMINISTERS THE PROGRAM?

The program is administered by the City of Campbell and implemented by:

Campbell Rent Mediation Program
C/O Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050
Tel: (408) 243-8565
Email: mediate4us@housing.org
www.housing.org

3. WHAT IS THE PURPOSE OF THE ORDINANCE?

To permit landlords a fair and reasonable return on the value of their property while protecting tenants from excessive and unreasonable rent increases.

4. WHO IS ELIGIBLE?

Anyone is eligible for information, counseling, conciliation and voluntary mediation regarding their rights and responsibilities under California tenant/landlord law by contacting the Campbell Rent Mediation Program at 408-243-8565. Tenants of four-plexes and above who have received rent increases are also eligible for mandatory mediation.

5. WHAT LIMITATIONS DOES THE ORDINANCE PLACE ON RENT INCREASES?

The ordinance has no specific restriction on frequency or amount of rent increases, only that rent increases be reasonable.

6. ARE REDUCTIONS IN HOUSING SERVICES CONSIDERED A RENT INCREASE?

A service reduction is considered a rent increase, and occurs when a tenant's services which have been customarily provided and associated with the use or occupancy of a rental unit, is reduced without a corresponding reduction in rent i.e. repairs, replacement, maintenance, painting, light, heat, water, elevator service, laundry facilities and privileges, janitorial services, refuse removal, furnishings, telephone, parking, security, and any other benefits, privileges or facilities and/or those services which are necessary to meet habitability standard for the unit. Any claim of a service reduction must be documented by the tenant in writing. Tenants should be prepared to show that they have previously notified the owner of the requested repair or service reduction complaint. Housing code violations are considered service reductions.

7. IS THE TENANT PROTECTED AGAINST EVICTION FOR USING THIS PROGRAM?

It is illegal under California law for any landlord to evict a tenant in retaliation for exercising his/her rights as a tenant. Campbell Rent Mediation should be notified immediately if a termination notice is received by anyone utilizing the program.

8. WHAT ARE THE LANDLORD'S RESPONSIBILITIES WHEN RENT IS INCREASED?

Any rent increase notice affecting units of 4 or more, shall provide to the tenant the following written notice at the same time and in the same document or attached thereto:

Notice: Chapter 6.09 of the Campbell Municipal Code provides a conciliation and mediation procedure for property owners and tenants to communicate when there are disputes over rent increases (rent increases can include a significant reduction

in housing service). To use this non-binding procedure, the tenants shall first make a reasonable, good faith effort to contact the property owner or the property owner's agent to resolve the rent increase dispute. If not resolved, the tenant may then file a petition within 45 calendar days from the date of this notice or within 15 calendar days following the effective day of the increase, whichever is later. There may be other tenants from your complex receiving a similar rent increase, in which case, the petitions will be combined. For more information you should contact the City's designated Agent at (408)243-8565. Petitioning for conciliation can not guarantee a reduction in the rent increase.

A rent increase notice that does not include this or similar notification language is void.

9. HOW IS A PETITION FILED?

Petitions may be filed regarding disputes over housing services, evictions, and rent increases. The tenant shall first make a reasonable, good faith effort to contact the property owner or the property owner's agent to resolve the issues. Forms may be obtained from Project Sentinel. The completed form is filled out and returned to Project Sentinel. The tenant may then file a petition with the Program no more than 15 days after the effective date of the increase. A copy of the rent increase notice needs to be submitted with the petition.

10. WHAT HAPPENS AFTER THE PETITION IS FILED?

The program consists of three phases:

Conciliation: A series of phone calls between the tenant/landlord case manager, the tenant and the owner or their agent, where attempts will be made to reach a compromise between the tenant and the owner. This period is a maximum of 15 days from the date the petition is filed.

Mediation: If an agreement is not reached during the conciliation phase the tenant can request mediation. A professional mediator will meet with the tenant and owner/agent to help facilitate an agreement to the dispute. The owner of the property or his/her duly authorized representative must attend the mediation.

Fact Finding: If mediation does not produce an agreement, the tenant may request that the case be presented to the Fact Finding Committee within 21 days of the mediation. The Committee consists of five individuals appointed by the City Council, two tenants, two rental property owners, and one neutral party who shall act as chairperson. The parties shall attend the hearing in person or by written proxy and cooperate with the committee and each other, and provide at the committee's request information and corroboration of their assertions of facts. Parties or their representatives may offer such documents, testimony, written declarations or evidence as may be deemed by the Committee to be relevant to the proceedings. The Committee will then make a written determination whether the proposed rent increase is reasonable. The determination shall not be binding unless agreed to by both parties.

11. WHAT AMOUNT OF RENT DOES THE TENANT PAY WHILE A RENTAL DISPUTE CASE IS PENDING?

A tenant who files a petition should pay the increased rent once it becomes due, subject to any subsequent adjustment that results from this dispute resolution process.