



## **RIGHT TO LEASE ORDINANCE FREQUENTLY ASKED QUESTIONS**

***1. What is the purpose of the Right to Lease Ordinance?***

The Ordinance was enacted by the Mountain View City Council to minimize displacement and limit rent increases in any given year.

***2. What types of rental units are covered under the Right to Lease Ordinance?***

The ordinance applies to rental properties in the City of Mountain View with three or more rental units. Certain types of properties such as motels, mobile home parks and nursing homes are excluded.

***3. When did the Ordinance become effective?***

On December 8, 2015, the City Council of the City of Mountain View adopted a Right to Lease ordinance effective January 7, 2016.

***4. What does the ordinance cover?***

This ordinance requires landlords with three or more rental units in a single structure to offer tenants a written fixed term lease with two options for the term: six months and one year. The tenant has the option of deciding whether to agree to one of these terms.

***5. Will this ordinance affect a current fixed term lease?***

For tenants already in a fixed term lease, where both the landlord and the tenant wish to continue the rental relationship, the landlord is required to offer tenants a written fixed term lease with two options for the term: six months and one year at the expiration of the current lease.

***6. What if a tenant is in a month to month tenancy and now prefers a lease?***

Landlords are required to offer the lease options annually to tenants who are on a month to month rental agreement, who declined the offer of a written lease previously and have been renting for at least one year.

***7. Does the ordinance prohibit parties from agreeing on different terms?***

The ordinance does not prohibit parties from mutually agreeing to an alternate lease term or even agreeing to a month to month tenancy. If tenant rejects the offer for a six months or one year lease, the tenant must provide a written rejection notice to landlord.

**8. Can the landlord offer different rental rates for the six months and one year lease options?**

Landlords may offer different rental rates for different lease options as long as these do not exceed what the month to month rental rate would be for the unit.

**9. How often can a landlord raise the rent?**

According to the Rental Housing Dispute Resolution Program Ordinance (effective date May 26, 2016) rents can only be raised twice in any consecutive twelve month period unless otherwise agreed by parties in writing.

**10. Is the landlord required to provide notice to its tenants regarding the right to lease?**

Yes, the landlord must provide the following notice to existing and prospective tenants:

THE MOUNTAIN VIEW CITY CODE PROVIDES YOU WITH THE RIGHT TO A WRITTEN LEASE. LANDLORDS MUST OFFER TENANTS THE OPTION TO ENTER INTO A WRITTEN LEASE WITH MINIMUM OF TWO OPTION TERMS: SIX MONTHS AND ONE YEAR. IT IS THE TENANT'S CHOICE WHETHER TO ENTER INTO A WRITTEN LEASE WITH THE LANDLORD. FURTHER INFORMATION IS AVAILABLE ON THE CITY'S WEBSITE ([WWW.MOUNTAINVIEW.GOV/RTLO](http://WWW.MOUNTAINVIEW.GOV/RTLO)).

The landlord must provide this notice with a written or electronic lease application. The City has translated a notice into Spanish, Chinese and Russian for use by landlords.

**11. In what manner must the landlord provide notice of the Right to Lease Ordinance to tenants?**

The landlord must provide this notice to tenants in writing. The notice can be provided electronically if the application and/or lease are processed electronically.

**12. What if a landlord does not comply with the ordinance?**

A violation of this ordinance may provide the tenant with a defense in a legal action brought by the landlord. In addition, a violation of the ordinance is an infraction. An infraction is an offense punishable by a fine. The fine is \$100 for the first violation, \$200 for a second violation within one year and \$500 for each additional violation within one year.