

Landlord Noticing Requirements

The landlord must provide the following notice to its tenants regarding the right to lease:

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 a 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.

A version of this Notice and translation in several languages is available on the City's website:

www.mountainview.gov/RTLO

Please contact
Project Sentinel
regarding the occupancy or
use of a Rental Unit

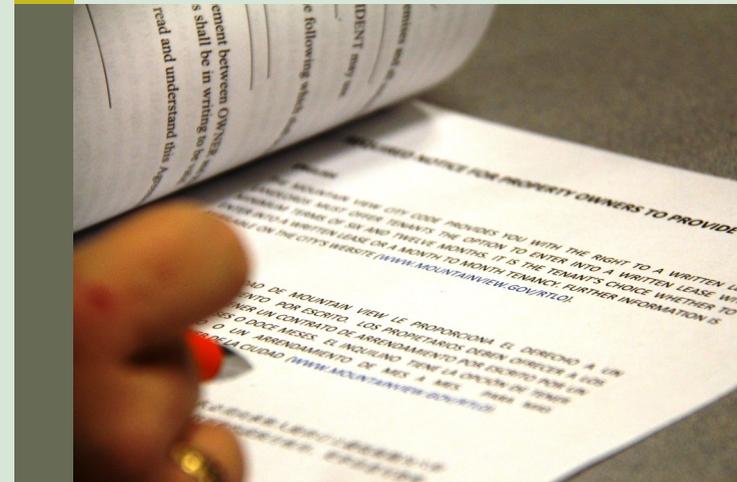


(650) 960-0495

mediate4mv@housing.org

www.mountainview.gov/RTLO

Right to Lease Ordinance



WHAT IS THE RIGHT TO LEASE ORDINANCE?

This Ordinance requires landlords to offer tenants in writing a written lease with at least two term options: six months and one year. It is the tenant's choice whether to enter such a written lease. Signing such a lease will be considered an acceptance.

WHAT RENTAL UNITS ARE COVERED?

The Right to Lease Ordinance is applicable to properties with three or more units in a single structure.

WHAT IF TENANT DOES NOT WANT A FIXED TERM LEASE?

If a tenant rejects the offer for a written lease which has at least two term options: six months and one year, this rejection must be in writing and parties may then enter into a mutually acceptable agreement, with an agreed upon term.

HOW OFTEN CAN THE RENT BE RAISED?

The frequency of rent increases fall under the Rental Housing Dispute Resolution Program Ordinance. Under this Ordinance, rents can only be raised twice in a twelve month (one year) period.

RENEWAL FIXED TERM LEASES:

If both landlord and tenant wish to continue the rental relationship, upon expiration of the initial written lease, a lease shall be offered again with a minimum of two option terms: six months and one year.

RENEWAL MONTH TO MONTH TENANCY:

A landlord is required to offer annually a written lease with a minimum of two option terms: six months and one year, to a tenant who rejected an initial offer of a written lease but who has rented a unit from the landlord for a period of at least one year.

ARE LEASES MORE EXPENSIVE THAN MONTH TO MONTH AGREEMENTS?

No. 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.

WHAT IF THE 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. A violation of the Ordinance is an infraction, 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.

TENANTS

- ◆ Read the rental agreement or lease carefully, and comply with its terms, including paying the rent on time;
- ◆ Maintain the property in good condition, and notify the landlord promptly if repairs are needed;
- ◆ Safeguard against damage to the property caused by yourselves or guests.

LANDLORDS

- ◆ Notify tenants of the City's Right to Lease Ordinance and the Rental Housing Dispute Resolution Program upon leasing a Rental Unit, renewing a lease and with any notice of a rent increase;
- ◆ Comply with the terms of the rental agreement or lease;
- ◆ Give proper written notice when entering onto the property and make repairs promptly;
- ◆ Return security deposits, with an explanation for any deductions, within 21 days after the tenant vacates.