

# TENANT PETITION INSTRUCTIONS

## Section I:

### Rent Increase

When completing Section 1, “Rent Increase”, of the Tenant Petition please consider the following:

1. Whether your yearly rent increase exceeded the 5% limitation set by the Apartment Rent Ordinance. For example, if your rent is \$1500 a month, your yearly increase should not exceed  $\$1500 \times 5\% = \$75$  or \$1575 monthly rent.
2. Whether you have received more than one rent increase in the last 12 months. For example, if you receive a rent increase in March 2021, your landlord cannot increase your rent again until March 2022 unless authorized by the Rent Stabilization Program.
3. Whether you are being charged additional rent for a Housing Service. For example. If you receive a separate charge for your pet (also known as “pet rent”), it is not allowed under the Apartment Rent Ordinance since your rent covers all housing services.

If it is determined that a landlord has collected rent in violation of the Apartment Rent Ordinance the landlord will be required to refund the overcharges. Refunds are limited to overcharges collected during the 12 months prior to the date the petition is filed. For more detailed information regarding the Apartment Rent Ordinance, please refer to San Jose Municipal Code(SJMC) Section 17.23.310.

### Unauthorized Charge, Fee, or Pass Through

There are some situations where the landlord can charge you a fee for four different types of costs a landlord has incurred. The Apartment Rent Ordinance limits the amount that you can be charged for each different cost. The types cost or fees that can be charged and limits on those charges are listed below.

TYPES OF FEES THAT CAN BE CHARGED	LIMITS ON CHARGES
Replacement fees for key or security card	Charge cannot be more than the actual cost of replacement plus \$10
Bounced check service fees	Charge cannot be more than \$25 for the first bounced check and \$35 for every proceeding bounced check
Late payment of rent fees	Charge cannot be more than 5% of tenant’s monthly rent
Application screening fees	Charge must comply with California Civil Code Section 1950.6(b)

Only the fees listed above can be charged, unless authorized by the Rent Stabilization Program. A landlord cannot charge you any fee listed above unless the charge is clearly listed in both your lease agreement and your monthly rent bill (if you receive one). The landlord must also give you a copy of his or her bill or receipt that details how much the landlord spent for one of the four items listed above.

Consider the following questions:

1. Have you received a charge or fee?
2. Was the charge or fee one of the allowed charges listed above?
3. Was the charge or fee clearly listed in your rental agreement? (If no, please indicate in your petition)
4. Did the landlord provide you with his or her bill describing the charges your landlord paid?
5. Do you dispute the authenticity of your landlord’s bill?
6. Do you dispute the amount being charged?
7. Did the fee or charge exceed the limit listed above?
8. Were there any mathematical errors in determining how much you were to pay?

If any of these questions apply to your situation, please describe the situation in your petition.

Refer to SJMC Section 17.23.315 for more details.

## Section II:

Landlord are required to provide tenants with a basic level of housing services. “Housing services” is defined as those services provided and associated with the use or occupancy of a rental unit, including but not limited to repairs, replacement, maintenance, painting, light, heat, water, elevator service, pest control, laundry facilities and privileges, janitorial service, refuse removal, furnishings, telephone, utilities, parking, storage, and any other benefits, privileges, or facilities.

Basic service level for housing services includes those defined in California Civil Code Section 1941.1 (Rent Regulations Section 7.03):

- a. Effective waterproofing and weather protection
- b. Plumbing or gas facilities maintained in good working order
- c. Water supply with hot and cold running water and a sewage disposal system
- d. Heating/cooling facilities that are maintained in good working order
- e. Electrical lighting maintained in good working order
- f. Buildings and grounds are free of garbage, rodents, pests, etc.
- g. Provision of garbage cans/disposal
- h. Floors, stairways, and railings maintained in good working order

### Problems with the Apartment or Service Reductions

You can file a petition due to a decrease in housing services, issues with compliance with San Jose Building Code, and violations of your landlord’s Implied Warranty of Habitability. *When alleging Building Code violations or the Warranty of Habitability, a Housing Inspector’s report can be included with the petition.* Contact the City of San Jose’s Code Enforcement Department for more information on how to schedule an appointment – (408) 535-7770 or [CodeEnforcementInformation@sanjoseca.gov](mailto:CodeEnforcementInformation@sanjoseca.gov).

When completing Section II of the Tenant Petition, consider the following examples of service reductions:

UNSAFE OR UNSANITARY CONDITIONS IN UNIT OR IN COMMON AREAS	Pest/vermin infestation (roaches, rats, mice, termites, bedbugs)	
	Stairs, balconies, or railings broken/unsafe	
DEFECTIVE HEATING OR COOKING FACILITIES	Not enough or inconsistent heat	
	Heating system is unsafe	
	No heat—heater broken	
	Stove/oven does not work	
	Stove/oven is unsafe	
DEFECTIVE PLUMBING (GAS, WATER SUPPLY, OR SEWAGE SYSTEM)	Leaky piping for	Gas
		Water
		Sewage disposal
	Drains clogged in	Kitchen sink
		Bath sink
		Shower/tub
	Toilet defective	Will not flush
		Broken/leaks
		Clogged
	Lack of hot/cold running water in	Bathroom
		Kitchen
		No hot water
		No cold water
	Sewage backs up in	Kitchen sink
		Bath sink
Shower/tub		
DEFECTIVE ELECTRICAL LIGHTS, WIRING, AND RELATED EQUIPMENT	Lights do not work	
	Outlets do not work	
	Switches do not work	
	Exposed wiring	

<b>DEFECTIVE WALLS, FLOORS, OR WEATHER PROTECTION</b>	Holes in ceiling/walls
	Doors/windows lack locks
	Floor covering in dangerous condition
	Ceiling leaks
	Broken windows
	Broken or defective floors
	Mold or mildew

If any of these examples apply to you, please provide a detailed description of the situation and attach any supplemental evidence you may have.