

### Comparison of Rent Review/Mediation Programs

	Fremont	San Leandro	Union City
<b>Covered Units</b>	All residential rental units with exceptions	Parcels that contain two or more tenant-occupied housing units & mobile homes	All residential units with exceptions
<b>Rent increase threshold subject to review/mediation</b>	Above 5%	Above 7% or receipt of more than one increase in a 12-month period	Above 7% or 2 or more within 12-months total more than 7%
<b>Conciliation</b>	Initial dispute intervention which could lead to mediation	None	Initial dispute intervention
<b>Mediation</b>	Provided based on discretion of program service provider	None	Rent review officer hears evidence, evaluates, and issues a recommended resolution
<b>Arbitration</b>	Provided by Rent Board if issue not resolved by conciliation or mediation	Provided by rent board	
<b>Rent Review Board</b>	2 Local Landlords 2 local Tenants 1 neutral resident (plus alternate)	2 Local Landlords 2 local Tenants 1 neutral resident	None
<b>Service Provider</b>	<ul style="list-style-type: none"> <li>• Administers program</li> <li>• Provides Conciliation</li> <li>• Refers to mediation</li> </ul>	Administers program	<ul style="list-style-type: none"> <li>• Administers program</li> <li>• Provides Conciliation</li> <li>• Refers to mediation</li> </ul>
<b>Mandatory</b> <ul style="list-style-type: none"> <li>• Unresponsive landlord</li> <li>• Unresponsive tenant</li> </ul>	<b>YES</b> <ul style="list-style-type: none"> <li>• Rent increases voided</li> <li>• Rent review unavailable until subsequent rent increase</li> </ul>	<b>YES</b> <ul style="list-style-type: none"> <li>• Rent increases voided</li> <li>• Case dismissed</li> <li>• Tenant barred from subsequently challenging such</li> </ul>	<b>YES</b> <ul style="list-style-type: none"> <li>• Rent increases voided</li> <li>• Case dismissed</li> <li>• Tenant barred from subsequently challenging</li> </ul>

Attachment III

	Fremont	San Leandro	Union City
		increase before the board	such increase
<b>Suspension of rent increase during rent review/mediation</b>	<ul style="list-style-type: none"> <li>• 50% of proposed rent increase is suspended</li> <li>• 50% of the proposed rent increased deposited to be held until agreement is reached.</li> </ul>	NO	NO
<b>Binding</b>	<ul style="list-style-type: none"> <li>• Yes, if mutual agreement is formalized</li> <li>• Decisions by the rent board are recommendations and not binding</li> </ul>	NO	NO
<b>Retaliation Protection</b>	<ul style="list-style-type: none"> <li>• Protection from adverse retaliatory actions suffered with 180 days of tenant exercising rights under ordinance.</li> <li>• Assesses penalty up to \$2000</li> <li>• Retaliatory rent increase will be voided</li> <li>• Retaliatory conduct provides a defense to unlawful detainer or eviction action.</li> </ul>	Reference to retaliatory eviction protection under state law	Reference to retaliatory eviction protection under state law
<b>Other</b>		Disputes unresolved by the Rent Review Board are referred to the City Manager for Review.	