

# RENT STRIKE

PROJECTED FEBRUARY 1



## tenants rising berkeley tenants' union

Vol. I

No. 7

### MASS MEETING

MARTIN LUTHER KING SCHOOL

JANUARY 21

On Wednesday, January 21 at 7:30 there will be a mass meeting at Martin Luther King School for Tenants Union members and supporters to discuss and decide whether to strike on February 1. Only those pledged or willing to strike will vote on strike-related questions. The BTU has planned a series of forum discussions and smaller meeting prior to January 21 to help prepare people to decide. Most BTUers now feel that February 1 is the date to aim for. Of the 600 pledges, collected so far, over half are in well-organized groups. This month will be devoted to obtaining more strike pledges out of the buildings with isolated pledges, and will hopefully bring the number to about 1000 by the beginning of February. Most BTU organizers think it is now wise to abandon the figure of 2000 as the minimum number with which to strike, and turn instead to the number of landlords with a significant percentage of strike pledges as the determining factor. In any event, it is time to bring this question back to the membership.

The BTU has always envisioned a period of three to four months after a strike begins during which the strike can build. Although our membership is not totally student-based, we estimate that about one-half of it is locked into the timetable of the academic year. Therefore, to avoid being cut off by summer vacation before the strike reaches its peak strength and to allow several months for the strike to build, we must think seriously about beginning in February. Past experience has shown that once a rent strike begins, far more people join it.

BTU activity has gone more slowly than organizers expected partly because of our inexperience and partly because too many people have preferred to go on complaining about high rents rather than do something about them. We felt it was time to step up the pace of activity and use the experience we have gained and the momentum we have built up to make a big push during January.

### OFF LIMITS

The BTU will press a boycott of these premises until pig Layton recognizes the BTU, completes the necessary repairs, and lowers the rent.

1860 Dwight Way  
1866 Dwight Way

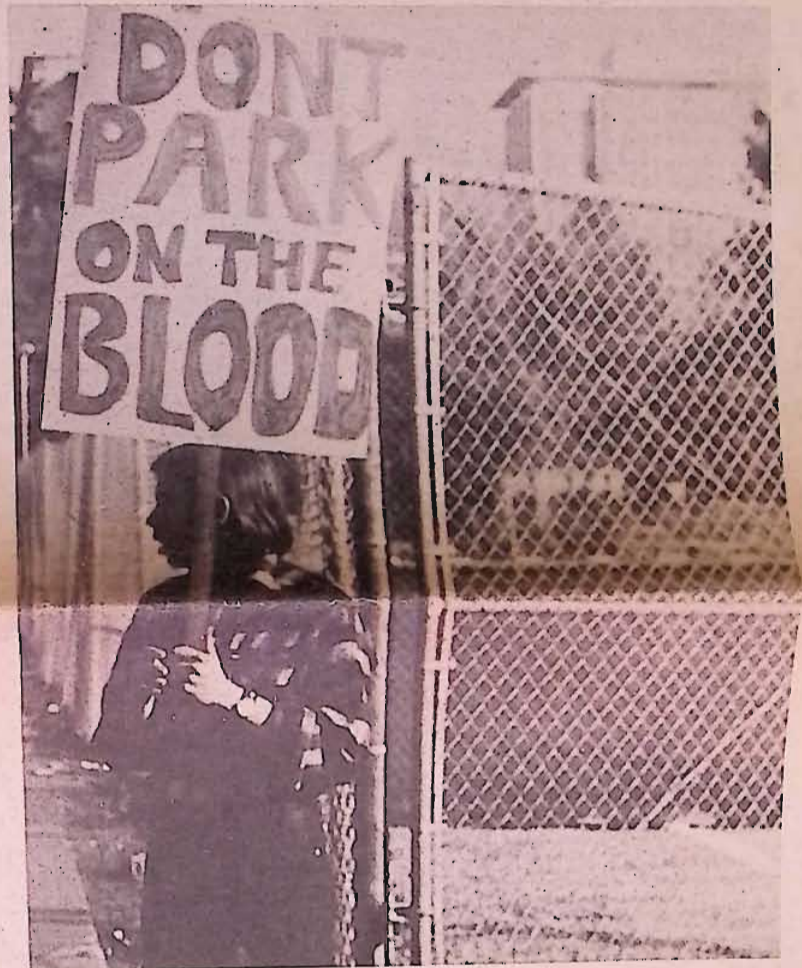
By January 21, organizers should be able to evaluate our progress and make a recommendation. But we should all remember that there are important considerations, unique to Berkeley, that should influence our decision. Among these are the People's Park and what has happened in Berkeley in the seven months since then.

#### LEARN FROM THE PARK

#### LEARN FROM THE PARK

There were 10 lessons that the People's Park struggle taught people. As always, for some the lesson was despair and a feeling of futility. But for most, those who see their whole lifetime wrapped in one People's Park or another, on the job or in the community, the lessons were positive. Do what you can, keep close to the needs of the community, fight to win, and produce results which, even if temporary, are by themselves examples of what we want.

There are half a dozen concrete examples of how this attitude has emerged in the seven months since the Park. The



## PARK AT YOUR OWN RISK

The privately-leased parking lot on the western end of People's Park lot opened on Wednesday, December 31. The Regents leased it to the Orange County based Red, White and Blue Parking Lots of America, Inc. Although the rental fee is \$800 a month, the Regents told Chavez, one of the owners, that he wouldn't have

to pay rent until the lot began showing a profit. It never has shown a profit, and it never will. On the first day nobody used the lot. Groups of people began a picket line at both entrances, and carried signs to explain the issue to out-of-townies. The signs revealed the recent history of Berkeley as a resistance community: "DON'T PARK ON THE BLOOD", "reserved for James rector", "END PIG CULTURE NOW", "REGENTS ARE DOMESTIC IMPERIALISTS", "PARKS NOT PARKING LOTS", and, finally, "PARK AT YOUR OWN RISK." There was a very beautiful spirit at the picket line. After the first few hours it was apparent that the best sign of the day was "Only Pigs Park Here." The Berkeley Police, who act as both guardians and attendants of the lot, roared around and around inside the lot, sending huge waves of cheap gravel in the air, driving around and around in frustration. Later-on

a right-on brother locked the gates shut with a chain and padlock. A huge pig came huffing and puffing up to the scene, looking ridiculous as he used a huge pair of bolt cutters to snap the thin chain.

On the second day, a couple of SCAB cars sped past picketers and parked in the

lot. The picketers got their license numbers and looked up their names and addresses from MVD. These were immediately published. Two of the scabs are particularly obnoxious and right-wing. They are: Joe Bishop, who is the owner of Bishop Cleaners on Telegraph; the other is from the shop next to Mikl's. One of the picketers was trying to persuade the red-headed jeweler to park elsewhere. He kept whining, "Well, if you think you have a claim to the park, why don't you sue in the courts?"

On Friday morning the three scab cars were damaged. Their antennas were twisted into their windshield wipers and their windshield wiper blades were pulled out and crumpled. No pigs were watching. When they heard about the action, four cars zoomed into the lot and again began

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# GREG BOEHLER IS DEAD

## WHO'S TO BLAME?

### Is The Landlord To Blame?

On January 13 at 8:00 at Washington School a panel of tenants and other community representatives will examine the death of Greg Bohler. The panel will accept testimony from all involved parties before beginning general discussion, and will reach a decision as to responsibility only after all who want to speak have spoken. It is important for the community to begin to think about who's to blame in this case. We know who killed Rector and who's to blame; but who killed Greg Bohler?

#### IS THE LANDLORD RESPONSIBLE?

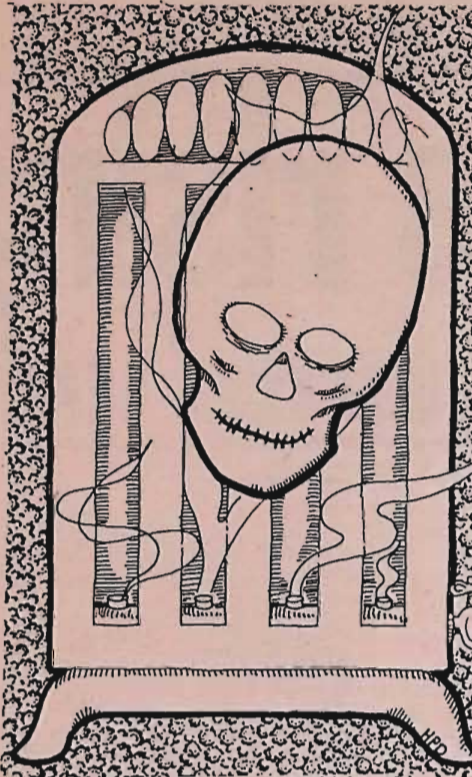
Roy French refuses to accept any responsibility for Greg's death or to show anything but a passing concern -- "unfortunate accident and all that" -- bullshit. A group of French's tenants, Greg's friends and BTU members visited French at his house before Christmas and were astounded by his cool analytical approach to the matter. "Well, Greg's death was a fluke, a hundred different factors came together to create the situation." Factors like the open flame gas heater which is illegal in Berkeley, a damaged pilot light, a plugged up escape channel, closed windows. As Roy French pointed out to the people on his doorstep, the person really responsible was Greg himself. "He lit it." It was clear, after this encounter what kind of person he was, and when we learned that he had also been pumping those close to Greg for December's rent, it was no surprise.

Beginning this way apparently leaves no opening for French. He's a vicious, cold killer. But, there is more to the story. As one of the tenants pointed out after the meeting, "It's not so much that he didn't feel guilt or show emotion, but that he really doesn't feel any responsibility." In other words, even French might feel responsible if the brakes on his car failed and he killed a pedestrian, but not when he falls to inspect his building and the heater kills a tenant. What's the difference? There is a difference, and it may be best revealed through a little layman's history.

#### A LAYMAN'S TRIP THROUGH THE HISTORY OF RENT

Long, long ago during the middle ages and the breakdown of Feudalism, people, especially rich people, began to treat land like a commodity. They traded it, bought it, and sold it. But when societies developed laws which allowed the transfer of land, these laws referred to transferring the "right of using" the land for a livelihood. Simply put, ownership under Western capitalism has always meant granting the right to use property, buildings, or whatever. (Needless to say, previously and in 2/3 of the world's population today, land is not viewed as a commodity, but rather as a community resource which cannot be alienated from the community.)

As cities grew and immigrants poured into this country, the owners of property and buildings discovered a very lucrative "use" of their property. It was called "renting" and although it contributed to



their livelihood, this use brought in cold coin and paper money, rather than warmth and personal comfort. In other words, the buildings no longer were relevant to the owner's search for comfort, only for their monthly money value. And this was a bummer. Essentially, renting a building meant that the person who received the grant to use the property was transferring that grant for a period to another who, in most cases was too poor to demand a permanent grant from society. So the renter usually was not prepared to financially maintain the building, not was there any incentive to do so. The owner could reclaim his "original grant" at any time. Furthermore, there was no incentive for the owner to keep up the property because he was not living in it. And no matter how run-down it got, the demand for housing would assure that it would be occupied. So, in the natural course of events huge slums accumulated in the cities.

But the people soon became sick of watching their children die and kill themselves in the slum housing and took to the streets to demand healthy places to live. And in the tradition of benevolent paternalism toward the 'little people' the society granted the 'little people' A BUILDING CODE. Yea! Yea! And the landlords were supposed to obey it. This CODE, however, did not challenge in any way the "grant of use" to a private person for his private purposes. It only expressed concern over some "uses" of the property which affected the well-being of others--namely, tenants.

#### THE RESULT

A typical example of American "can't" morality. Society says, "you can't transfer your 'use' grant to another person,

if the other person is going to kill himself in the process." Very humane. But the real problem is the attitude of the owners. The owners are capitalists, and steeped to their bones in the tradition of COMPETITION FOR PROFITS. Consequently, they saw the building code as a hindrance to their ability to make money. The Building Code was a "string" attached to their free will. And because 'strings' are thin, they can be easily ignored like speed limits. When a person gets a speeding ticket, he feels no remorse, only irritation at having been tripped up by radar. The same goes for the Building code and landlords, and the same for Roy French. He tripped on a string which said, "No open gas heaters in Berkeley."

So the past partly explains French's indifferent attitudes, but it doesn't justify it. All of us are at least partially deranged by this society's competitive acquisitive culture, but most of us are attempting to end the bad trip or at least trying not to perpetuate these values in our own community. Not so Roy French. Aside from running gas chambers for his tenants, he had discovered other ways to exploit basic human needs for PROFIT. For example, he owns the Odyssey, a semi-hip bistro on San Pablo Ave. And most ludicrous of all, he runs the DATING GAME, which you may have seen enticingly advertised in the Barb. For profit, Roy French is matching up lonely people in Berkeley. For profit, Roy French is exploiting the alienation in this society. He is a parasite and a killer, and he's not the only one.

partment sends out an inspector (and there is only one inspector in Berkeley that handles complaints) as soon as one is available. The inspector checks out and certifies the violation, and writes a letter to the landlord saying he has 30 days to begin to make repairs. The landlord replies, "yea, yea, I'll get on it immediately." 30 days go by, he hasn't moved his ass. The inspector goes back and seeing no work in progress writes another letter--another 30 day deadline to begin work. So at the end of 60 days, 2 months, the inspector goes back, and seeing no repairs, he sends another letter inviting the landlord to come in to discuss the problem in an OFFICE HEARING. According to Bob Davis, Senior Housing Representative in the Department, the landlord, if he comes in usually says "yea, yea, I'll get right on it." And because of the Department's "good faith" policy, they'll give the landlord from 30 days to 6 months depending on what has to be done. For example, if the landlord says at the Office Hearing in March that he's going to tear the building down in July, then the inspectors say all right.

But if the landlord still does not comply after three to four months, the Department takes the case to the Housing Appeals Board which meets once a month and is appointed by the City Council. The problem here is that all the owners, mortgage holders, part owners etc. have to be notified of this hearing ten days in advance and that requires a Title search which takes around 20 days, and after the City Council the owner can appeal to the courts. All in all, the landlord has within his easy grasp the mechanism to delay code enforcement for as long as he wants.

So goes the law, slow, inefficient, and designed to protect those with money from any inconvenience. But that's not all. The attitudes in the building inspection department, the law which stipulates that owners can be fined up to \$600 a day per code violation has been enforced only twice and with fines of \$25. As Davis put it, "The landlord can't say we haven't bent over backwards for him." Enough said.

There are probably hundreds or even thousands of open flame gas heaters in Berkeley. They are prohibited by law. The Building Inspections Department has a staff of five inspectors to find them: one works on complaints, one checks leased housing, one works in the South on multiple inspections, running down streets and looking in doors for fire extinguishers and fire escapes, and one works on inspections involving new uses for buildings. Five inspectors check the more than 20,000 rental units in Berkeley in addition to the private homes. It will require at least a dozen more inspectors to canvas the community and inspect gas heaters. But if the city refuses to fulfill its responsibility in this situation, we cannot sit back and wait for the next death in order to try once again to work within established channels. We tenants must locate every open flame gas heater, rip it out, and replace them with safe heaters--with our landlords' rent money.

### Is The City To Blame?

The city will have a chance to assert its claims of "no responsibility" on Tuesday night, at the City Council meeting. The BTU and Roy French's tenants are attending to demand that the Council mount a city-wide effort to locate and inspect all gas heaters in Berkeley. In addition, the BTU demands a yearly inspection of all gas heaters in the Fall at no cost to the Tenants.

If the City is going to claim along with Roy French that Greg's death was an "unfortunate accident" and not the result of their own negligence, it should take steps to avoid a repetition of these events. They have a Building Code, but unless it is enforced, it's worse than nothing because it gives tenants a false sense of security.

Right now, the landlord can wrap the Building Inspection Department around his little finger. Here's how they do it. Say a tenant makes a complaint to the Building Inspections Department down at City Hall that the heater doesn't work, or there is no heat, or the shower doesn't work, or it leaks, or there is only one electrical outlet in each room, or any number of grievances. The De-



### HELP HORN IN ON EVICTIONS

In keeping with the message of Joshua at the Battle of Jericho, the spirit of Paul Revere, and the BTU's position of trying to prevent evictions, a warning system will soon be deployed throughout greater Berkeley.

This warning system, consisting of gigantic resonating horns, will be placed in the neighborhood of the address of an impending eviction. The surrounding community will be leafleted as to where the eviction is set to take place, so whenever the warning horns are

heard day or night, people will know exactly where to go to do whatever they can to prevent an unfair eviction.

The idea of this system came out of the People's Park Crisis, which ignited the spirit of community and the need to protect and defend one another when we are under attack. Getting together means we take an active interest in the people around us. So remember, meet a neighbor today, the revolution begins at home, and when in trouble--come blow your horn.

# An Enemy of the People

Herbert Layton is a lawyer! Herbert Layton is a SLUMLORD! There is a definite relationship between Layton's two ways of making money. Lawyers are supposed to explain and interpret the law for lay people. Layton uses his knowledge of the law and legal jargon to confuse and intimidate his tenants. In this more money.

Layton evicted two of the tenants from his wife's building at 1860-66 Dwight Way on January 5. Nola Swagerty, mother of three small children, and Godfrey Deans, his wife and baby daughter were living in slum conditions just four blocks from the Berkeley City Hall. The eviction scene is a whole story in itself, but the history of how the BTU linked up with the tenants teaches some important lessons.

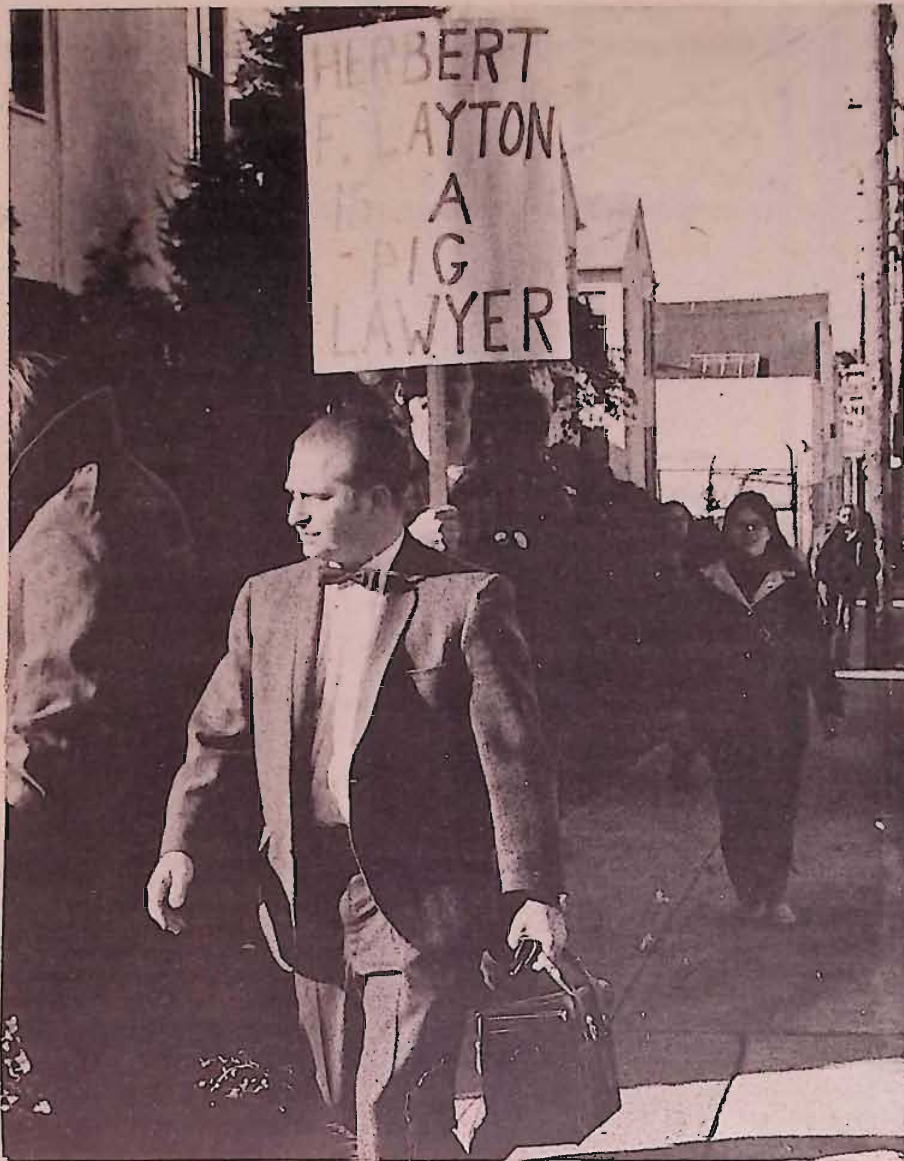
Chuck Carpenter, a BTU organizer, was organizing two similar buildings next door, and after seeing the deplorable conditions of Layton's building, he suspected that the tenants were being screwed. He introduced himself to the tenants and helped them to try to do something to improve their conditions. They were not happy with being ALLOWED to live in apartments where there was no garbage collection and no usable showers, Nola's stove, heater, kitchen sink and shower don't work and the broken windows maintain constant cold. Layton had refused to do anything about these conditions and seemed to think that he was doing them a favor.

The tenants sent Layton a letter by registered mail in which they requested him to make their apartments liveable. He responded with intimidating legal mumbo-jumbo letters, but no repairs. After having been required to pay a \$160.00 "performance fee" the tenants expected and deserved more than this response. Layton drove his position home with a point blank lie: "I am sure you are aware that \$135.00 per month (for a three room delapidated apartment) in that area is not excessive. As a matter of fact it may be less than the apartment COULD be renting for!"

The tenants were confused by Layton's Law and did not realize that now was the time for them to come to the BTU for help. In true PIG LAWYER-LANDLORD fashion Layton rushed a Three Day Notice to pay rent to each tenant. This notice was loaded with so much legal jargon that the tenants did not understand how to reply. They shelved this notice. They next received a summons which was not signed and of the same jargon. They shelved this also.

When Nola received her eviction notice they finally came to the BTU. At this point we learned that it was too late to do anything about the tenants' legal rights. Layton had gone to court and the tenants had lost without being represented or present.

While Layton was playing plaintiff against the tenants at 1860-66 Dwight Way he was the defendant in another case. Mr. and Mrs. Leon Tenor, former tenants of slippery Herb at 6516 Portola Ave., El Cerrito, would not be intimidated by a \$292.50 bill for cleaning and refurbishing. They responded to Layton's bill in the Oakland-Piedmont Small Claims Court. The Tenor's received a judgement on December 3 from SCC Judge M. Pulich. Judge Pulich required Layton to pay the Tenor's \$3.50 filing fee and return their \$150.00 "performance fee." He also seemed to be suggesting that this shyster lawyer stick his additional \$142.50 for "screw holes" and "grass seeds" up his frugal



ass. NOT SO SLICK HERB HAS FAILED TO PAY HIS DEBT SO THE TENOR'S ARE REQUESTING THE ALAMEDA COUNTY PIGS TO SERVE HIM WITH A SUMMONS ON JANUARY 5.

When the tenants of 1860-66 Dwight Way, along with several BTU representatives went to Layton's home, high in the El Cerrito hills, to ask him to rescind the scheduled eviction, he flatly refused to even consider it. He said that everything had been done legally and that if they had not understood the documents it was "tough". When asked about the unhealthy conditions of the building, he gave the standard reply, "If they don't like it they can move." (Where, Herb, can people move with a less than 1% vacancy rate and inflated rents?)

On Wednesday morning BTU members and concerned neighbors were picketing outside 1860-66 Dwight Way with the intention of stopping the eviction. The Evicting Machine never came, but the Deans received their eviction notice. Friday we returned and, once again, no blue meanies appeared. The building inspector came on Friday and found many things wrong with the building. Nola's children have been sick because of the lack of heat, yet Layton thinks the apartment is worth \$135.00 or more. On Monday however, we were there and so were the pigs.

Herbert Layton, slumlord, finally succeeded in evicting Nola Swagerty and her three children from their home on Monday, January 5. In fact, he even came along to photograph the event.

This eviction was not carried out in the usual way. The normal (pre-BTU) eviction was done by one sheriff who came with a commercial moving van. This time the sheriffs arrived in four pig cars, an unmarked car, and an unmarked moving van. The moving van had no license plates, no registration, and no commercial markings of any kind, in complete violation of every motor vehicle regulation. The unmarked pig car had a Nevada plate on the front and a California

plate on the back. (a rear-view mirror check is no longer a way to see if a car is cool.) Pig-power extends across state lines and motor vehicle rules.

A BTU organizer left on his motorcycle to follow the moving van to see where Nola's belongings were being taken. He was led on a wild goose chase h. He was led on a wild goose chase through El Cerrito and San Pablo. When the van headed back towards Berkeley one of the non-man got out to make a phone call. Strangely enough, the organizer was soon stopped by the pigs on a "spot check", which lasted 15 minutes and included a weapons search. Obviously, this was more than enough time for the van to vanish.

Hopefully the pigs who carried out the eviction were given a poignant reminder that youth are the vanguard of the revolution and that someday their own children may be pointing a gun at them with intent to kill. (What did you . ("What did you do as a brave policeman, Daddy." "I threw women and children out of their homes and into the streets") Honor your father? ...Bullshit! What for. One moving man explained why he could do the eviction. He gave an answer as he carried out the baby's crib, an answer more American than apple pie and obviously more than motherhood--"for money". Herbert threw a family out for money, the moving non-man did his dirty work for money, and the pigs (who like money) came along to see if they could add some blood or busts to their records, but they get paid a lot as it is. Enough of the old American way. Come into the streets and help keep your brothers and sisters in their homes. No more evictions!! ALL POWER TO THE PEOPLE

## LANDLORDS DOWN ON WOMEN



How many women in Berkeley have been refused apartments because the little old lady landlord wanted "boys" to mother, because you have children, because of hundreds of other prejudices and excuses/ The BTU is working in conjunction with Women's Liberation to try and put a stop to such cases; please notify the BTU office when one arises. Legally a woman is not protected against discrimination. The BTU demands include a call for an end to discrimination by any landlord against women; we demand an addition to the Civil Rights Act which will provide legal protection against discrimination on the basis of sex. Our demands are not token gestures. We will see that fair rent automatically includes fair rental opportunities. We want an end to discriminatory atrocity cases.

Arlene Pandoff, a young divorcee with a six year old son has been trying to find an apartment in the Berkeley area. Her son had a serious accident and will be in the hospital for at least two more months. While children and divorced women. While looking for an apartment she learned that children and divorced women were not wanted. She came to the Women's Liberation office for help and together with the BTU we are trying to aid her in finding a home.

A Tenants Union organizer was refused an apartment because the landlady wanted to rent to men rather than single women. In order to obtain the apartment which she now lives in, she and her roommates had to convince the landlady that they were respectable and safe "investments". The landlady claimed that women are not as handy as men in denying this the tenants committed themselves

to making their own repairs - a sly technique on the landlady's part. And this is not unusual!

The most oppressed group of women, especially with regard to housing, are those who have children and are on welfare. Even the courts have recognized how unfair the welfare offices have been. Single men are presently receiving more rent allowance than women with children. Superior Court Judge Alvin Weinberger will hold the State director of social welfare in contempt of court if women are not given enough money to have "safe and healthful housing, an important distinction beyond just javing a house."

Any woman who needs help should call the BTU office at 549-3977 or Women's Liberation at 843-9900.

# BTU-Landlord Collective Bargaining Contract

SAFE AND DECENT HOUSING IS A HUMAN RIGHT.

It cannot be compromised by our inability to compete in the inflated and exploitative housing market in Berkeley. If those responsible for providing housing in our community cannot or will not make it available within our means, we are left no choice but to do so ourselves.

We, as tenants, comprise over half the population of this city and have the power to enforce humane and just rental conditions wherever we live.

Through the collective exercise of our power, we do not intend to ruin anyone financially or deny anyone a fair return for his WORK, but we can no longer tolerate the abuse of economic power which the propertied class has allowed itself to perpetuate in this city in the name of "the rights of private ownership".

It is in the best interests of this community, tenants and homeowners alike, to remedy the housing problems including the oppressive property taxes on the small homeowner. For even the rich in this community, tenants and homeowners alike know that the ultimate source of all economic power is the people; and the people, once resolved upon the attainment of justice, will not hesitate to use that power in order to win a fair measure of justice, security and independence.

A new day is dawning. Our efforts will not only bring benefits to those in need, but will strengthen our community in its ability to care for and protect itself.

This agreement is effective beginning February 1, 1970 between \_\_\_\_\_ (landlord) and the Berkeley Tenants Union acting as the sole collective bargaining agent for tenants who are members of the BTU and for all other tenants who may desire to be represented by the BTU on matters affecting them.

WE WHO SIGN THIS AGREEMENT ARE COMMITTED TO BEGINNING A NEW RELATIONSHIP BASED ON MUTUAL RESPECT AND A CONCERN FOR THE WELFARE OF EACH OTHER.

1. The landlord recognizes the Berkeley Tenants Union as the sole collective bargaining agent of its tenants in all matters. The tenants affected by this agreement are all the members of the BTU residing in one of the buildings (attach a list) owned by the landlord.
2. The landlord and the tenants shall dismiss any legal action pending against each other which have grown out of disputes which are resolved by the signing of this agreement.

OWNERSHIP SHALL NOT INCLUDE THE RIGHT TO DISCRIMINATE AGAINST ANY TENANT EXCEPT ON THE BASIS OF DEMONSTRATED INABILITY OR UNWILLINGNESS TO PAY RENT, MAINTAIN THE PREMISES OR ABIDE BY THIS AGREEMENT.

3. The landlord agrees not to discriminate against any members of the BTU or any prospective members. The landlord agrees to present each prospective tenant prior to occupancy a copy of this agreement and any other union prepared and supplied materials. In addition, the landlord agrees to give the BTU the name and telephone number of any prospective tenants within five days of agreeing to rent to the tenant, and in any case before the tenant signs any agreement with the landlord.
4. The landlord agrees that he will make no reprisals in any form against tenants who join the BTU, nor will he promise or give tenants any benefits for not joining or quitting the BTU.

OWNERSHIP SHALL NOT INCLUDE THE RIGHT TO CHARGE UNFAIR AND EXPLOITATIVE RENTS OR TO COLLECT EXORBITANT DAMAGE, CLEANING, SECURITY, GARAGE, KEY OR ANY OTHER DEPOSITS.

5. Rent for all units will be reduced effective February 1, 1970 by \_\_\_\_%. The balance is payable in advance or by monthly installments. All rent withheld for reasons other than making needed repairs will be payable in full at this new rate upon ratification of this agreement.
6. All deposits taken by the landlord prior to February 1, 1970 shall be transferred to a third party account with interest accruing to the tenant. The disposition of the deposits will be decided by the inspection of the premises by the tenant, the BTU, and a representative of the landlord.
7. Under no circumstances will the deposits in total exceed one month's rent, and the landlord's request for one month's rent in advance will constitute the totality of all deposits required of a tenant. If the landlord requires a deposit. If the landlord requires a deposit to reserve an apartment, it too, shall be considered as all other deposits.

OWNERSHIP SHALL NOT INCLUDE THE RIGHT TO ALTER RENTS WHETHER OR NOT AT THE END OF TENANCY WITHOUT NEGOTIATION AND APPROVAL OF THE BERKELEY TENANTS UNION.

8. Before entering into a lease or other tenancy agreement with a prospective tenant, and before renewal of an existing tenancy, either of which varies from the terms of the previous agreement including but not limited to changes in rent, the landlord will submit the terms

9. If the Berkeley Tenants Union fails to certify that the new terms are equitable, and the landlord and the BTU fail to agree on an equitable rent, then the landlord may submit the matter to the arbitrator for a binding determination.
10. The arbitrator shall consider the following factors in making a determination. (1) expenses of maintaining building; (2) income received from building; (3) all other financial information relating to the building, including mortgages or deeds of trust on the building; (4) all taxes affected by the building including copies of landlord's federal and state income tax returns; (5) the previous rental of the unit; (6) depreciation allowance enjoyed by landlord; (7) condition of the building; (8) number of persons to occupy the unit; (9) income enjoyed by landlord on other rental and commercial properties.

OWNERSHIP SHALL INCLUDE THE RESPONSIBILITY TO KEEP THE PREMISES IN GOOD REPAIR AND IN A SAFE AND SANITARY CONDITION.

11. The landlord agrees to place the premises into good repair and habitable in terms of safety and sanitary conditions before tenants begin occupancy. And the landlord will make the following specific repairs within \_\_\_\_ days. (see attached list)
12. The landlord agrees that the municipal ordinances of the city of Berkeley and the Relevant sections of the California Civil Code respecting the health, safety, and welfare of tenants are part of this agreement and part of any lease between the landlord and tenants after February 1, 1970.
13. The landlord may make any reasonable inspection of the premises, at a time convenient to the tenant, giving at least 24 hours notice.
14. If the landlord fails to substantially comply with any maintenance duties, including conformance with the previously mentioned municipal and state codes, the tenant or the BTU on his behalf may invoke the remedy of the grievance procedure and the tenant may withhold his rent during the time the grievance is pending, if the tenant puts the rent money in escrow to be distributed as the arbitrator determines to be fair and equitable.

OWNERSHIP SHALL INCLUDE THE RESPONSIBILITY TO FOLLOW THE WISHES OF TENANTS, THOSE WHO LIVE IN THE NEIGHBORHOOD, AND THE BTU ON DECISIONS ABOUT THE CONSTRUCTION OR DEMOLITION OF ANY RENTAL HOUSING.

15. The landlord will make no structural or decorative changes to the building or grounds, or contract for the demolition of the building without the written consent of ninety percent of the tenants
16. The landlord agrees to enter into no contract for new construction within the city limits of Berkeley without submitting his plans for consideration and approval of a meeting of residential tenants and homeowners neighboring the site convened by the Residential Planning Committee of the Berkeley Tenants Union and held under the rules of this committee.
17. The landlord agrees to approve any structural improvements made by the tenants if 90% of the tenants in the building have also approved it, and further agrees that no increase in rent will be asked of the tenant who made the improvement because of the improvement.

THE BERKELEY TENANTS UNION IN SUBMITTING AND SIGNING THIS AGREEMENT SHALL ASSUME THE RESPONSIBILITY OF HELPING TO ENFORCE IT AND OF CONTRIBUTING TO THE DEVELOPMENT OF HARMONIOUS RELATIONS BETWEEN LANDLORDS AND TENANTS.

18. The BTU will advise tenants and encourage them to comply with their obligations under this agreement particularly those provisions dealing with upkeep, proper use of apartments, and payment of rent on time.
19. The BTU will encourage tenants to cooperate with the landlord's reasonable requests.
20. The BTU will advise tenants of the proper procedures to be followed for garbage disposal and requests for repairs.
21. The BTU will encourage amicable tenant-landlord relations insofar as such relations are consistent with the tenants' welfare and interests.
22. The BTU will advise tenants on the method of expressing their grievances through the procedure outlined in this agreement and assist them in presenting their grievances.
23. The BTU will not sanction or cooperate with any effort to withhold rents, except in accordance with this agreement.
24. The BTU will attempt to insure continuous tenancy by listing and otherwise attempting to find tenants for vacancies submitted by landlords who have signed this agreement.
25. The BTU will attempt to raise money to restore older buildings in Berkeley rather than destroying them provided such restoration will serve as a donation to the beauty of the community and will not become a source for increased rents.

# TENANTS OFFENSIVE

## FIGHT KAPLANISM!

In mid-November, an organizing effort was begun aimed at Melvin J. Kaplan of Kaplan Realty, Kaplan Investment Co., etc. As far as we can tell, the only difference between Kaplan and a feudal lord is that Kaplan does not demand the virginity of the maidens on his property. Kaplan is the worst kind of Berkeley realtor; he buys up low-cost housing mainly in the form of old brown shingles and has plans for tearing them down in order to construct fancy ticky-tacky buildings like the Rubicon (Ellsworth & Blake), where the average rent for a small studio apartment is about \$150 per month. He destroys low-cost, beautiful housing for students and replaces it with housing only the rich professional can afford. He then drives up the cost of housing all over Berkeley as the supply diminishes.

Kaplan is notorious for neglecting repairs and letting the buildings deteriorate. At the same time he charges exorbitant rents. With high rents and no maintenance costs, his profits soar. When the building becomes inhabitable, it comes down and another ticky-tacky goes up.

Kaplan owns or manages about 25 properties in Berkeley. The market value of these properties (according to the assessor's office) is about \$850,000, on which he pays \$29,000 in taxes per year. His income from rents alone is about \$225,000 with \$221,000 in taxes he still won't maintain his buildings.

Tenants from nearly all of his buildings have drawn up petitions listing grievances ranging from repairing the toilets to fixing the holes in the roofs. Common to all the petitions are the 5 Union demands: Recognition of the Union, two demands concerning deposits, open books, neighborhood and BTU control of demolition and construction of rental property.

Kaplan's tenants and the BTU representatives attempted to make an appointment with Kaplan to present the petitions. Kaplan refused to meet his own tenants. 75 tenants and organizers marched on his office December 18 and to the surprise of no one, he didn't show up. We then sent the petitions to Kaplan's home by rye yet to contact the BTU office to set up a meeting to begin negotiations. About half of Kaplan's tenants have signed the strike pledge and are prepared to strike and support each other to win their demands. **FIGHT KAPLANISM!!! SUPPORT THE STRIKE!!!**

## GRAYSON ST. WILDCAT

Two rundown, wooden clapboard houses in west Berkeley with a vacant lot between them sometimes have a 1969 Jaguar parked in front. The Jaguar belongs to the owner of the houses, Mohammad Iqbal, a slick young man with a little capital, big ambitions, and a job at the Singer Sewing Machine Company. The tenants of the 18 rooms and flats in the two buildings are currently on strike against Iqbal for his refusal to make much-needed repairs on the houses.

The interior is the picture of slum-like neglect; wet, cracking ceilings from leaking pipes and bathroom showers, broken windows, unlighted and uncarpeted stairways, a broken toilet, and practically no heat in most rooms. One tenant has gone to the hospital with pneumonia from the cold. The exterior is little better, with one house badly in need of paint a hole in the wooden porch, and huge wood and wire mesh forms cluttering up the vacant lot. The BTU organizers, who also live there, have done a remarkable job of getting the black and long-hair tenants together, researching, and drawing up demands. Iqbal blusters, threatens, and stalls for time. Now that the strike has begun, he plans to lock out all the tenants on January 15. One of the tenants' demands is that Iqbal stop tampering with their mail. He seems to be eager to rip off the welfare rent checks as soon as they arrive. Jaguars are expensive.

BTU organizing is turning up some real houndings. The BTU has agreed to back the Grayson Street strike because it was an urgent case and because it was so well organized. Normally, would-be strikers are urged to wait for the mass strike to begin. Iqbal is a real small-fry as Berkeley landlords go, and he has no other properties to absorb the shock of this strike. But he is true to his role and social type: a miniature of the greed, duplicity and cynicism of those who exploit people's need for shelter.

**TENANT POWER!**



## 2199 Grant St. Refuses Rent Increase

The tenants at 2199 Grant Street have been mad at their landlord, Frank Venzan, for a long time. Venzan's building is a 9 year old ticky-tacky building, and is a prime example of what ticky-tacky decay looks like. Plaster is loose in the bathrooms, outside doors and balcony railings are falling apart and there are big pools of water on the roof. In addition to the poor condition of the building the landlord has a series of bumper house rules. For example, the landlord won't allow the tenants' children to have their friends come over to play at their apartments. Venzan has been warned by the city housing inspectors to make repairs on his property, but aside from painting a few doors hasn't begun to fix up the place. The final insult came when rents were raised to \$165 per month. A year ago tenants were paying \$135 for their apartments, but whenever new tenants moved in, up went the rent. One tenant has an unexpired lease at \$150 but when Venzan raised a new tenant's rent to \$165, the tenants decided they had had enough and got together with the BTU. A letter was drafted to Venzan in which the tenants stated their refusal to pay any more than \$135 and when their rent was due they got together and sent in their rent checks for \$135 per apartment. Venzan went to his lawyer and had a letter sent threatening to take the tenants to court if they didn't pay up by December 31. The tenants are holding together until Venzan fixes up their place; then they are willing to collectively negotiate a fair rent.



## GOLDEN GATE IS FALLING DOWN

Building a rent strike has been the top priority aim of the BTU since the beginning. To realize this goal we have been organizing tenants since the beginning of September. However, it was only in mid-November that organizers took stock of their experience, and decided that "block organizing" was not the most effective, and wasn't responding to the needs of tenants. As a result, the BTU began organizing by in

organizing by landlords and the first landlords to be hit were those under Golden Gate Management Company. Here are the results of that project. Golden Gate manages about 90 buildings in Berkeley with 479 units in them (a unit being a house, flat, apartment or room). The BTU never planned to organize all GG tenants, only those from buildings whose owners hold the most units. The small number of organizers and the great numbers of other landlords and management companies waiting to be organized made it impractical and difficult to tackle every last building. Counting only owners and buildings with more than 8 units, BTU sought to cover about 376 units.

RESULTS: Of those 376 units, 255 (68%) were visited and meetings held with tenants. Considering the fact that most of the meetings were rather sparsely attended, it seems remarkable that nearly one-half of the 255 units visited drew up some sort of letter or set of demands to their landlord and about one-quarter signed strike pledges.

Our work with GG tenants is not finished, and this is only an interim report.

Some organizers have kept in contact with their GG groups and some have not. This month they will be checking back, consolidating the organization of GG tenants and building strike groups for February 1. If you are a GG tenant, please consider helping us build the unity we will need, and do seriously consider striking. If you are a GG tenant who has not been visited by us or missed your landlord meeting, give us a call, especially if you want to strike or think your building should be organized

## The Plight Of The Small Home Owner In Berkeley

The small homeowner in Berkeley is in desperate straits. Berkeley has the highest property tax rate in the state. Zoning regulations have been stacked against him since the 1920's. High borrowing rates are currently making improvements on any sales of smaller homes impossible.

The present recession will cause working people to lose jobs and overtime, and they will have a harder time making mortgage payments. They, together with fixed income persons, are suffering the most from the current squeeze. They always do in this system. More and more, these people will either lose their houses or be forced to sell, and they will become tenants.

But even now, as homeowners, they have many grievances similar to those of Berkeley tenants. Both oppose high-density zoning in their low-density neighborhoods (Berkeley was up-zoned for a population of 800,000 in the 1920's, and the struggle to down-zone most areas is still going on) because this keeps property taxes high and permits developers to build the two, three and four story plastic eyesores we all detest. Both oppose inflated property values because they only produce high rents and property taxes for people who do not engage in real estate speculation. Both oppose the removal of older, one-family houses and the desecration of Berkeley's neighborhoods by the presence of vacant lots and vacuous architecture.

The BTU has already joined with tenants and small owners in the neighborhood of BART's Hearst Street lots to block construction of a six-lane BART feeder expressway and parking lot.

Like tenants, small homeowners suffer from the injustices and inequities of a capitalistic ocean run by and for the bigger fish.

Consider the case of property taxes in Berkeley. Under the present law, assessments of single-family dwellings are not made on a citywide basis but in "representative areas" of the city, usually long strips running from the wealthy areas to the poor. The increases of property values for all the houses in the strip area are averages, and this determines the percent increase of assessments each year for all Berkeley.

(Rental property is assessed differently.) But the value of hill houses is rising much faster than that of West Berkeley houses. If, for example, a hill house's value goes up 15% and a flatland house only 5%, the average increase for both will be 10%. The rich man gets a 5% break and the West Berkeleyan is burned 5%; the poor are paying for the rich.

An even greater inequity exists in the present assessment law. Assume a man whose income in \$50,000 owns a house worth \$75,000 and that a man who earns \$5,000/year owns one worth \$20,000. In the first case, the relation of income to the property value is: a multiple of 1.5; in the second case, a multiple of 4. Property taxes are calculated at the same rate for both houses, a fixed percentage of the property value. In this example, therefore, the small man is paying a percentage of his income nearly three times that which the big man pays. In some cases the inequity is even greater. It is no wonder that property taxes are considered the most regressive tax in the U.S.

In addition to these hardships, small homeowners are being squeezed even more by the current high interest rates on loans. Tight money makes repairs and maintenance difficult, and more homes are deteriorating, adding to the squalor of our neighborhoods. Some small home-

owners who are being forced to think of renting out a portion of their homes to help make ends meet cannot even get loans to make the necessary alterations and are being forced to sell.

These examples show that small homeowners have more in common with tenants than they do with large landlords. The decisive break in Berkeley society is not between tenants and owners, but between large owners and real estate speculators on the one hand, and tenants and small homeowners on the other. The former are served and protected by the laws and power relations now in force, and the latter are cheated and oppressed by them. The time has come to build an alliance of the oppressed by them. The time has come to build an alliance of the oppressed and, while not ignoring the differences between the two groups, begin to fight those laws and power relations together.

The BTU has not approached small homeowners before this time, and it would like very much to hear from groups or individuals who want to attend our meetings (every Tuesday, 7:30 pm, 1925 Grove St.) or to come in and talk any weekday, 10 am to 5 pm.

I pledge to support the Berkeley Tenants Union rent strike. I will withhold my rent as soon as tenants from at least 2000 units have signed this pledge and when a mass meeting of pledge signers has agreed to begin a strike.

Name \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 Owner of Building \_\_\_\_\_  
 To whom do you pay your rent check \_\_\_\_\_  
 Number of units in building \_\_\_\_\_

## STRIKE PLEDGE

PLEASE RETURN THIS PLEDGE TO 1925 Grove St. (549-3977)

# STRIKE

## MTG. (Cont'd.)

Food Conspiracy started with a few neighbors buying produce at the Farmer's Market in Daly City and bringing it back to the People's Office on Saturdays for those who had placed orders. It began with just a few friends but has expanded to include over 200 people who work from distribution homes all over Berkeley. People share the responsibility of going to the market and filling orders and everyone benefits from the low prices. People's Architecture is a direct spinoff from the Park. Architects involved in a firm which was contracted to build the housing on the Park land organized within the firm and eventually broke free to set up their own community service office. They have developed plans for community use of the BART strip along Hearst and are committed to struggle against the proposed use for a widening of Hearst and high rise housing and office development. In fact they have already gained a one year delay of this proposal. The Labor Gift Plan is still in the formative stages, and needs workers. At present it consists of a listing of hundreds of people who are willing to teach or practice their skills for others, and skills vary from auto mechanics to macrame. In other words, there exists a basis for a skills cooperative which could tie each of us even tighter to our community. These service groups, when combined with the Free Medical Clinic, the newly formed Welfare Rights Organization in the South Campus, and the progress on day care centers, all point the way.

### GROWING STRENGTH

The Berkeley Tenants Union grew out of the same ground. The BTU first surfaced during the Gathering of the Tribes held on August 30, and has been organizing ever since. In the process of gathering the 600 strike pledges and speaking to the 3000 tenants that we have, we've tried a number of different strategies. From block organizing we moved into landlord organizing, and after beginning with Golden Gate Management Company we turned toward the big realtors themselves like Melvin Kaplan. We have watched tenants get together and draw up lists of grievances several pages long, send them to their landlord to ask if he would negotiate. We have projected our aims and drawn enough support that our mere presence has resulted in rapid repairs in some buildings and lower rents in others. Values, Inc. lowered the rents in its 2430 Dwight Way building in October after our late summer picket assured many vacancies.

In several cases, BTU presence at a landlord's office or in a tenant-landlord meeting has prevented an eviction. This happened on Wheeler Street when Art Kobs of Golden Gate rescinded his eviction and in a building owned by S.F. Federal Savings. The daily picket in front of 1866 Dwight Way forestalled the eviction of Nola Swagerty and her three children, and Godfrey Deans, his wife and child for 5 days. We couldn't stop the eviction this time. But we're just beginning.

There is one further lesson that the park, and everything since then has taught us -- Our community is real in times of struggle. When one segment of our community discards symbolic protest and acts to solve its own problems, it galvanizes all of us. The direct action of tenants, aimed directly at what they want and calculated to win, will eventually involve a majority of tenants in Berkeley in a rent strike. The BTU's very short past can serve as an indication. When the tenants at 3046 Wheeler were resisting Art Kobs' eviction order, the interest in the Union jumped 100%. The same thing happened when Melvin Kaplan's tenants marched on his office. Most tenants in the city are still watching and waiting, but the time is rapidly approaching when we will have to finish our calculations and either affirm what we see by beginning a strike, or deny it.

The meeting is scheduled for January 21. If you have not been contacted by an organizer, get the tenants in your building together and invite someone from the BTU to come over and run it down. Or call the office (1925 Grove, 549-3977) and ask for someone to come help you get your building together. It will be a hectic month.

**RENT IS THEFT**

# Risky Parking

(Cont'd.)

circling round each other. Someone yelled out, "Look, they're drawing their wagons into a circle!" We felt triumphant.

What is the significance of the totally effective economic boycott against the wealthy Chavez brothers? This success indicates the tremendous power that can come from a community joined together against what it considers to be an enemy or an oppressor. 85% of the Berkeley community wanted the People's Park to remain but the Regents, the absentee-landlords of the place, evicted the tenant-owners and destroyed the park. They built a parking lot which no one wanted. Now no one will use it. We can win. Chavez will pull out eventually when he sees that his business will always fail.

The Tenants Union is now trying to resist the landlords, in the same way the picketers resisted the capitalist-opportunists. We resist the tyranny of the landlord by preventing unfair evictions. We will go on Rent Strike to make him listen to our demands and needs, because he will listen when we interfere with his rate of profit. He will listen when we are together, and he cannot win when we are together, because we can keep his apartments vacant through collective action.

The People's Park picket line is a joyous thing. It shows our strength. Support it by joining the lines, every day between 8:30 and 5.

## House Your Neighbor

So far the BTU has not lost any of the eviction cases that have come to it in time for help. But, being realistic, we know that in a struggle to win, losses will be sustained. We will probably not be able to prevent every eviction. So in order to protect each other, we must begin to pool our resources now. Anyone, including tenants, homeowners, church organizations, and sympathetic landlords, who has extra space to put up an evictee on a temporary or permanent basis can help. Call or come by the Tenants Union at 1925 Grove St., 549-3977, and add your name to our alternative housing list.

## AT&T Helps BTU

A distraught tenant called the Berkeley Tenants Union early in January for help. How did she get our number? She told us that she had called Information (411) and told the operator she was having a problem with her landlord and asked the operator where she could get help. The enlightened operator gave her the BTU phone number. Whenever you have a landlord problem, do as others do, call the BTU.



## Lawyers Unite

On January 31, the National Lawyers Guild will hold a meeting to discuss landlord tenant law and prepare for the Berkeley Rent Strike. This meeting coming right after the BTU January 21 strike meeting, should provide great encouragement to tenants who desperately need legal help in battling their landlords. For further information call the Regional Lawyers Guild office at 197 Steiner, 863-5193.



## Tenants vs Landlords in Court

The lay legal people of the BTU have been collecting bits and pieces of advice, tips, and the like from a number of Bay-Area lawyers. We've developed some strategies regarding eviction, landlord irresponsibility, and the more generalized "landlord bummer." For information concerning your problem, you can call the BTU OFFICE (549-3977) or come in (1925 Grove) and we can discuss it. Some common landlord hassles are discussed below.

A typical problem is the case of Terry Tenant drowning in his kitchen due to poor plumbing, stopped-up drains, no windows, and a leaky roof. Because Terry has mentioned these inadequacies to Lyndon Landlord and has gotten no response, and has the ability to hold his breath for long periods of time, he should immediately mail a certified letter, return receipt requested, (carefully keeping a dry carbon copy) to

Lyndon Landlord. The letter should say:

1. I have told you of this action (specify) before.
2. I am telling you again.
3. Make the repairs within 3 days (10 if not a crushing emergency).
4. If you do not make the repairs, I will have a private contractor do it and deduct the cost from my rent.

Check your lease. Some leases specifically don't allow you to do this. See if you have waived section 1941 & 1942 of the California Civil Code. If you have signed your rights away, you may try the above procedure anyway, but check with us first.

Often Lyndon Landlord sends eviction notices to his benefactors. If you feel burdened by the weight of one of these 3-day or 30-day notices, call us.

A 3-day notice means that you have, in some way, violated your lease, rental agreement, or verbal agreement and are being requested to re-join the masses hunting for apartments (in some cases you are given a chance to rectify the

problem). After the three days you are liable to receive a visit from J. Edgar Jackel (Lyndon Landlord's Roy Cohn) who has a noisily wrapped delayed Christmas present for you. This usually turns out to be a summons. This must be answered in three days, no later, in court, and we can help you with that. Sometimes we can slow-down or even stop your eviction.

A 30 day notice means that you have violated nothing but Lyndon Landlord's desire for privacy. This must be written, and must allow you 30 days to leave (if you pay by the month) and the rental agreement does not specify otherwise. If you have not found it convenient to move after the 30 days and have decided to remain for a spell, the above-mentioned 3-day notice trip will follow.

If you are considering striking, remember to fill out our yellow questionnaire when you sign a strike pledge. If you have already signed a pledge, make certain you have returned the yellow questionnaire we mailed to you. This will help you and us to prepare for the court crap.

During a possible strike you will get the same 3-day notice for not sending in the monthly ransom. If you have a lease, rental agreement, or nothing at all, you are all in the same boat with regard to this procedure. Come to our office immediately. Save all written material received from you landlord, including the lease if you have one, and bring it with you. Keep a record of when the landlord made verbal promises, etc.

When all the Terry Tenants get together it turns out that there are more of them than Lyndon Landlords, giving us a definite edge. Besides, the good guys win in the end.

**IMPORTANT!!!** Self-defense instruction will begin Wednesday, January 14. Even if you plan on having a lawyer we suggest you come to these sessions so you know what is going on. They will be at the office starting at 8pm.

Support the most serious and joyous community organizing movement Berkeley has ever seen! Read Tenants Rising for news of the BTU, the Food Conspiracy, People's Architecture, Welfare Rights Organization, Labor Gift Plan and other community projects and organizations. (If this issue seems heavy on BTU, that is because it was put together during the Xmas lull and people were hard to locate.) Just \$2.00 for 12d issues. Should 12 issues fail to appear, we will probably not refund your money! But take a chance on us, we are all taking a chance on you! 12 issues \$2.00.

**order now!**

**BARGAIN OF THE YEAR**

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Address.....

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