

May 8, 2025

Dear Ms. Ashcraft,

I ask only that I be relieved of the citations totaling \$2,250. I have refunded \$6,500 to two tenants in the past two years. I cannot afford to pay unfair citations.

Thank you,
Leslie Shulman

We met on the stairwell before your 10 am meeting. Please forgive the informality of the handwritten note. I hope you will help me with this problem. I have included a hard copy of what I tried to email plus some correspondence from Bill Chapin and Gene Diaz.

At issue is the continued harassment I have had from Bill Chapin since May, 2023. The main issue is that after approving a rent increase in November, 2023 (the first since 2019 for one tenant) Mr. Chapin ordered me to return all the accumulated rent increase back to my tenants (that they had been diligently paying for 8 months) in June, 2024. He cited a new law passed in April, 2024. Mr. Chapin broke both Federal and state law by applying a 2024 law to an

Submitted by Leslie Shulman
Under Oral Communication
5/20/2025

event in 2023.

Kindly read through this chronological accounting of events. I would respectfully ask you to inform Mr. Chapin that he may not enforce a law retroactively and to rescind the illegal rent reduction. I also request that Mr. Chapin rescind three citations totaling \$2,250. I have broken no laws. I have not served two rent increases in one year. I politely asked my tenants to honour the legitimate rent increase from November, 2023, approved by Mr. Chapin.

I love my historic home and have lived here longer than any other place in my 72 years. Mr. Chapin has ruined my life as it was and it is due to his harassment and Draconian manner that I have listed my home and will move from Alameda to a town that does not have such

severe rental rules. I am trying to retire from being a landlady but I like the idea of one tenant for a bit of extra income but mainly for security when I travel.

Last Friday I spoke with Derrel Ramsey, an inspector/investigator with the district attorney's office. He encouraged me to try to resolve my situation with the City Manager or the Mayor. He said that if city officials did not take action that I should return to the courthouse and file a complaint for elder abuse. I have to believe ^{neither} that ~~that~~ you ~~nor~~ any other city official would sanction Mr. Chapin's breaking the law or writing unfounded citations to a 28 year citizen of Alameda, a senior at that.

An additional minor issue is that Mr. Chapin is insisting that I pay an additional program fee of \$168 + \$100 late fee + \$250 citation for the unit that he knows I occupy. Tenants lived here for 7 1/2 months and asked to break their lease last July. I had just paid for a full year and feel it is unfair to have to pay for 24 months for a 7 1/2 month tenancy. If you think I should pay for an additional year, I will pay another \$168, but not \$518.

Thank you for your time and consideration towards making me feel safe again.

Sincerely,

Leslie Shubin

510-864-2266 home

480-432-2142 cell

From: Rent Program <rentprogram@alamedaca.gov>
Date: November 2, 2023 at 5:14:25 PM PDT
To: leslie shubin <lshubin@yahoo.com>, City Attorney
<cityattorney@alamedacityattorney.org>, CityCouncil-List <CITYCOUNCIL-List@alamedaca.gov>
Subject: RE: [EXTERNAL] Fwd: Rent Increase

Dear Leslie,

To be clear, on Oct. 12, 2023, you notified the tenant of Unit 3 that her rent was increasing from \$1,884.52 to \$2,072.97, a 10.0% increase. Although you did not specify it in your notice, based on our previous correspondence, the Rent Program has processed this as a 5.9% rent increase (the maximum amount allowed by the City's banking regulations) to \$1,995.71 plus a CIP pass through of \$77.26. Although the approval of your CIP entitled you to a maximum monthly pass through of \$81.71, our understanding is that you have elected to take a smaller CIP pass through for the next 12 months in order to limit the total increase to 10.0%.

The only other way to achieve this would be to use less of your banked amounts, e.g. a 5.7% rent increase to \$1,991.26 plus the maximum CIP pass through of \$81.71.

Please clarify what you intended. The Rent Program will be glad to update our records for Unit 3 to show a new rent of anything between \$1,991.26 and \$1,995.71, with the difference made up of a CIP pass through ranging from \$77.26 to \$81.71, as necessary to achieve a total of \$2,072.97.

Similarly, on Oct. 12, 2023, you notified the tenant of Unit 4 that her rent was increasing from \$1,785 to \$1,963.50, a 10.0% increase. Although you did not specify it in your notice, the Rent Program has processed this as a 5.9% rent increase to \$1,890.32 plus a CIP pass through of \$73.18. Please clarify what you intended. The Rent Program will be glad to update our records for Unit 4 to show a new rent of anything between \$1,881.79 and \$1,890.32, with the difference made up of a CIP pass through ranging from \$73.18 to \$81.71, as necessary to achieve a total of \$1,963.50.

Finally, allow me to reiterate that the Rent Program reviews rent increases for compliance *only with local law*. My previous email was intended to verify that we have found, based on the information presented to us at this time, the rent increases you gave your tenants on Oct. 12 are, in fact, in compliance with local law. We cannot verify for you whether they are in compliance with state law, including AB 1482's current 9.2% cap and other noticing requirements that may apply, nor can we offer you legal advice about your rights and responsibilities under state law.

Once you have clarified the rent increase amounts, I sincerely hope the Rent Program has no need for further involvement in this matter. If any of this is not clear, please call me directly tomorrow at 510-747-7521.

Regards,
Bill Chapin
Rent Program Director



City of Alameda Rent Program
950 W Mall Sq, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
EMAIL rentprogram@alamedaca.gov
WEB www.alamedarentprogram.org

June 20, 2024

Sent via U.S. Mail and Email

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Subject: Notice of Violation of California Tenant Protection Act of 2019 (AB 1482)

Dear Ms. Shubin:

This letter concerns the property at **2000 Clinton Ave.** and rent increases that were imposed on the tenants of Unit 3 and Unit 4 effective November 11, 2023. Rent Program staff informed you on multiple occasions that these rent increases were in violation of statewide rent control protections. The Rent Program is now utilizing new authority granted by updates to state and local law to enforce the state rent cap and require the rescission of those rent increases.

Statewide Rent Increase Limitations

In addition to the City's local rent control laws, since January 1, 2020, state law (AB 1482 as codified in Civil Code § 1947.12(a)) has established certain rent control protections state-wide. This law limits annual rent increases to no more than (i) 5% plus the percentage change in the cost of living or (ii) 10%, whichever (i or ii) is lower. While AB 1482 generally allows for larger rent increases than allowed by the City's Rent Ordinance, in rare situations where local law permits a larger rent increase than state law, the rent increase is limited by the state cap.

AB 1482 defines percentage change in the cost of living as the percentage change from April 1 of the prior year to April 1 of the current year in the regional Consumer Price Index for the region where the residential real property is located, as published by the United States Bureau of Labor Statistics. Civil Code § 1947.12(g) et seq. For the San Francisco-Oakland-Hayward Region, the percentage change in CPI for the 12-month period ending April 1, 2023, was 4.2%. Accordingly, the state rent cap for property in the City of Alameda for the latter half of 2023 was 9.2%.

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Capital Improvement Pass Throughs

On November 15, 2021, the Rent Program approved a Capital Improvement Plan (CIP), seeking to recover \$44,121.60 in qualifying improvements made to 2000 Clinton Ave. by passing the amortized cost on to the tenants of Unit 3 and Unit 4. On May 25, 2023, the Rent Program informed you that, based on updated registration information, amortizing the cost of the improvements over 15 years resulted in a monthly allowable CIP Pass Through of no more than \$81.71 per unit.

Rent Control Ordinance Regulation 23-01 implements regulations concerning CIPs for rental units in the City of Alameda. Section 10(A) specifies that imposing a CIP Pass Through shall constitute a Rent Increase for the purposes of Section 6-58.50, Alameda Municipal Code (limiting Rent Increases to once every 12 months), except that a Pass Through shall neither constitute a nor be added to Base Rent and thus is not subject to compounding through Annual General Adjustments. Section 10(A) furthermore specifies that limitations set forth in AB 1482 or other state legislation may apply when a Pass Through is imposed.

November 2023 Rent Increases

On October 12, 2023, you served notice on the Unit 3 tenant that the tenant's rent would increase from \$1,785 to \$1,963.50, effective November 11, 2023. Per your request in an email dated November 2, 2023, the Rent Program processed this increase as a \$106.74 rent increase (the 2.9% Annual General Adjustment plus ~2.8% in banked rent increase) plus the full CIP Pass Through of \$81.71. You instructed the tenant to pay \$1,904 for the month of November, which represented 1/3 of \$1,785 for November 1-10 and 2/3 of \$1,963.50 for November 11-30.

On October 12, 2023, you also served notice on the Unit 4 tenant that the tenant's rent would increase from \$1,884.52 to \$2,072.97, effective November 11, 2023. The Rent Program processed this increase as a \$96.79 rent increase to \$1,881.79 (the 2.9% AGA plus ~2.5% in banked rent increase) plus the full CIP Pass Through of \$81.71. You instructed the tenant to pay \$2,010.15 for the month of November, which represented 1/3 of \$1,884.52 for November 1-10 and 2/3 of \$2,072.97 for November 11-30.

These rent increases were in compliance with local law at the time; however, on multiple occasions—including letters and emails dated May 25, 2023; September 29, 2023; October 6, 2023; October 9, 2023; October 12, 2023; November 2, 2023; and November 11, 2023—Rent Program staff advised you that a rent increase in excess of 9.2% would be a violation of state law,

i.e. AB 1482's limits on rent increases. Despite these warnings, you imposed these rent increases with CIP Pass Throughs, both of which amounted to increases of 10.0%.

Local Enforcement of State Rent Limits

At the time the rent increase notices were submitted to the Rent Program, local jurisdictions had no authority to enforce state rent control laws. However, recent state legislation (SB 567) amended state law to authorize the city attorney in a jurisdiction in which a rental unit is located to enforce AB 1482's limits on rent increases. SB 567 became effective on April 1, 2024, codified in Civil Code § 1946.2(k)(2).

The Alameda City Council subsequently adopted Ordinance 3367, which implements requirements of SB 567 to allow for local enforcement of state rent control laws. Ordinance 3367 became effective on May 2, 2024.

Action Items

In order to avoid enforcement action based on the violation of the statewide rent cap of 9.2%, by no later than **June 25, 2024**, you must demonstrate compliance with state rent control laws by submitting documentation of the following:

1. Informed the tenant of Unit 3 that the tenant's monthly rent is reset to the previous valid amount of \$1,785.
2. Reimbursed the tenant of Unit 3 for payments in excess of this valid amount, or a total of \$1,368.50 (\$119 for November 2023 + \$178.50/month for December 2023-June 2024).
3. Informed the tenant of Unit 4 that the tenant's monthly rent is reset to the previous valid amount of \$1,884.52.
4. Reimbursed the tenant of Unit 4 for payments in excess of this valid amount, or a total of \$1,444.78 (\$125.63 for November 2023 + \$188.45/month for December 2023-June 2024).

If you believe the information received by the Rent Program is inaccurate, submit documentation to the Rent Program correcting the information by the same deadline provided above.

If the documentation/information is not received by the deadline above, the City will issue an administrative citation and fines.

For any questions, please call (510) 747-7520 or email rentprogram@alamedaca.gov.

Sincerely,

A handwritten signature in cursive script that reads "Bill Chapin".

Bill Chapin
Rent Program Director
City of Alameda

Cc: Cathy Erbland, tenant, by U.S. mail and email; Shannon Leeper, tenant, by U.S. mail and email

Dear Shannon and Cathy,

I have verified with multiple sources that it is illegal to enforce a new law retroactively. Both US Federal and California state law are effective prospectively, not retroactively. Bill Chapin knowingly and deliberately broke the law and perpetrated a crime against me in June, 2024 ordering me (in a threatening manner) to reimburse you for the accumulated rent increase from November, 2023 through June, 2024; increases that were calculated and approved by Bill Chapin himself in October, 2023.

Now I must ask you to return the money I returned to you along with the \$ difference for each month from July, 2024 - March, 2025. On April 1 you should pay the original rent amount that you paid in the months before the reimbursement: \$1,963.50 for Shannon and \$2,057.90 for Cathy. The following figures show what each of you owe me:

Shannon.

\$1,368.50.	#1173	
178.50.	July, 2024	
68.76.	Aug. 2024	
149.94.	Sept. 2024 - March 2025.	$7 \times \$21.42 = \149.94
<hr/>		
\$ 1,765.70.	TOTAL	

Cathy

\$1,354.44	#1172	
173.44.	July, 2024	
57.29.	Aug. 2024	
52.78.	Sept. 2024 - March 2025.	$7 \times \$7.54 = \52.78
<hr/>		
\$1,637.95.	TOTAL	

Please pay the above amounts to me within 21 days (Friday, April 11, 2025). I have enclosed some documents regarding legal and proper law enforcement.

Thank you for your cooperation.

Leslie Shubin

can a newly passed law be applied retroactively

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Generally, a newly passed law is not applied retroactively, meaning it doesn't affect actions or events that occurred before its enactment, unless the law explicitly states otherwise or there's a clear intent for retroactive application.

Here's a more detailed explanation:

Presumption Against Retroactivity:

In most legal systems, including the United States and California, there's a strong presumption that laws are meant to apply prospectively, meaning they take effect from the date of enactment and forward.

Exceptions to the Rule:

While retroactive application is generally avoided, there are exceptions, such as:

- **Legislative Intent:** If the legislature clearly states that a law is intended to apply retroactively, courts will typically honor that intent.
- **Remedial or Procedural Laws:** Laws that are intended to correct errors, clarify existing laws, or govern procedures may be applied retroactively, as long as it doesn't unfairly impact vested rights.
- **Ex Post Facto Laws:** The Constitution prohibits retroactive criminal laws that punish conduct that was legal when it occurred (ex post facto laws).

California Specifics:

In California, courts generally apply the same principles as in other US jurisdictions, with a strong presumption against retroactive application unless the legislature clearly indicates otherwise or the law is remedial or procedural.

Examples:

- A new law that changes the rules for filing a lawsuit may be applied to cases that are currently pending, as long as it doesn't unfairly impact the parties.

WHAT IS RETROACTIVITY?

When it comes to criminal legal policy, the word "retroactivity" means applying new legislation to previous cases—to people who have already been sentenced. A **retroactive law** is "a legislative act that looks backward or contemplates the past, affecting acts or facts that existed before the act came into effect" (Black's Law Dictionary, 7th Edition, pg. 1318).

In essence, this means retroactive laws change the legal consequences or status of past actions; theoretically, they can increase, decrease, or eliminate legal sanctions (length of sentences, sentence enhancements, etc.). However, both federal and Illinois law prohibits retroactive laws that *increase* penalties or impose new consequences on past actions.

IS RETROACTIVITY LEGAL?

In the American legal system, the legality of a retroactively applied law depends largely on whether the law would improve or worsen the plight of the individuals it would affect. If it's the latter, the law is known as an "*ex post facto*" law and is prohibited by the United States and Illinois constitutions.

However, neither constitution prohibits laws that retroactively *remove or reduce* the burden placed on people who have already been sentenced.

This distinction isn't an oversight, but a vital feature of our justice system. The executive powers of pardon, commutation, and clemency are perhaps the clearest examples of our founding fathers' acknowledgement that courts sometimes make mistakes and that finality in sentencing is ultimately less important than ensuring fair and proportionate justice.

This distinction goes back as far as 1798, when the United States Supreme Court ruled in the precedent-setting *Calder v. Bull* that every "*ex post facto* law must necessarily be retrospective, but every retrospective law is not an *ex post facto* law [and] the former only is prohibited." The Court continued, writing, "There are cases which laws may justly, and for the benefit of the community and also of individuals relate to a time antecedent to their commencement, as statutes of oblivion or of pardon...[moreover] there is a great and apparent difference between making an unlawful act lawful and the making an innocent action criminal and punishing it as a crime" (*Calder v. Bull*, 1798).



City of Alameda Rent Program
950 W Mall Sq, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
EMAIL rentprogram@alamedaca.gov
WEB www.alamedarentprogram.org

March 25, 2025

Sent via U.S. Mail and Email

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Subject: Notice of Violation – Invalid Rent Increases

Dear Ms. Shubin:

This letter serves to inform you that you have served tenants at 2000 Clinton Ave., units 3 and 4, with notices of rent increase in violation of state and local law. Please review the information below and respond by the deadline provided.

Background

On October 12, 2023, you served notice on the Unit 3 tenant that the tenant's rent would increase from \$1,884.52 to \$2,072.97, effective November 11, 2023. Per your request in an email dated November 2, 2023, the Rent Program processed this increase as a \$106.74 rent increase to \$1,991.26 (the 2.9% AGA plus ~2.8% banked rent increase) plus an \$81.71 pass through based on an approved Capital Improvement Plan (CIP). On October 12, 2023, you also served notice on the Unit 4 tenant that the tenant's rent would increase from \$1,785 to \$1,963.50, effective November 11, 2023. The Rent Program processed this increase as a \$96.79 rent increase to \$1,881.79 (the 2.9% Annual General Adjustment plus ~2.5% banked rent increase) plus a CIP Pass Through of \$81.71. These increases were in violation of state law, namely the California Tenant Protection Act of 2019 (AB 1482).

On June 27, 2024, Rent Program staff notified you that you had demonstrated compliance with state law by (i) resetting the rent for unit 3 to \$1,884.52 and for unit 4 to \$1,785.00 and (ii) refunding the tenants for payments made in excess of these amounts.

On July 11, 2024, you served a notice of rent increase on the tenants of units 3 and 4. Both rent increases had an effective date of August 11, 2024. Unit 3's rent increased 5.9% from \$1,884.52 to \$1,995.71. Unit 4's rent increased 5.9% from \$1,785.00 to \$1,890.32. Rent Program staff notified you on July 18, 2024, that these rent increases were in compliance with local regulations for banked rent increases. The notice served on the tenants also included CIP pass throughs of

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\$54.65 for Unit 3 and \$51.76 for Unit 4. Staff also informed you that the combined rent increase and pass through for both units were in compliance with AB 1482.

Invalid Rent Increases

Information obtained by the Rent Program indicates that you notified the tenants by email on March 21, 2025, that they should increase their monthly rent payments effective April 1, 2025. You instructed the Unit 3 tenant to increase her payments to \$2,057.90 and the Unit 4 tenant to increase her payments to \$1,963.50. While not specified in the email, we assume that these amounts are inclusive of both rent and the CIP pass throughs imposed since August 11, 2024. This means that Unit 3's rent would increase 0.4% from \$1,995.71 to \$2,003.25, and Unit 4's rent would increase 1.1% from \$1,890.32 to \$1,911.74.

The Rent Ordinance prohibits a landlord from increasing rent more than once in any 12-month period. *See Section 6-58.50(B), Alameda Municipal Code (AMC)*. The last rent increase for units 3 and 4 was effective August 11, 2024, so you are not eligible to increase rent again until at least August 11, 2025. The rent increase notice is therefore invalid and must be rescinded.

Demand for Payment

The notice dated March 21, 2025, also directed the tenants to pay back the amount that you reimbursed them in July 2024 plus the difference between the rent the tenants paid for the period from July 2024 to March 2025 and the new monthly rent amount effective April 1, 2025, a total of \$1,637.95 for Unit 3 and \$1,765.70 for Unit 4. This action effectively undoes the steps you took to demonstrate compliance with state law in July 2024. You are therefore once again in violation of AB 1482 based on the rent increases effective November 11, 2023.

AB 1482 became effective on January 1, 2020. The violation of AB 1482 occurred nearly four years later on November 11, 2023, when you imposed 10.0% rent increases on units 3 and 4. Prior to imposing these rent increases, the Rent Program advised you on no fewer than seven occasions—including in writing on May 25, 2023; September 29, 2023; October 6, 2023; October 9, 2023; October 12, 2023; and November 2, 2023—that any rent increase in excess of 9.2% would violate AB 1482's limits on rent increases for the region that includes the City of Alameda. Despite these warnings, you proceeded to impose the rent increases on units 3 and 4 in violation of state rent control laws.

Consistent with authority granted under SB 567, the Alameda City Attorney's Office may enforce state rent control laws. *See Section 6-58.142, AMC*.

Annual Program Fee Balance Due

Landlords are required to pay an annual program fee for each rental unit. A landlord may submit a request that a fully regulated rental unit should be exempt from the program fee based on six allowable grounds. To qualify for a fee exemption based on vacancy, the unit must be vacant for the entire fiscal year, i.e. from July 1 of the current year to June 30 of the following calendar year. See *Regulation 20-01, Section 3*.

On July 2, 2024, Rent Program staff approved a fee exemption for 2000 Clinton Ave., Unit 2 (Cottage) and provided you with an updated invoice for program fees for the other three units on the property. On August 20, 2024, the Rent Program received payment for two program fees. The payment was accompanied by a copy of the invoice edited by you to show payment due for two units and Form RP-221(D) requesting a fee exemption based on vacancy for Unit 1 (Primary Unit).

Information obtained by the Rent Program indicates that Unit 1 was occupied by a tenant through at least August 20, 2024. Because the unit was occupied during the 2024-2025 fiscal year, it is therefore not eligible for an exemption based on vacancy.

Most units with unpaid program fees for FY2024-2025 are currently being assessed with a 60% late penalty. Because this is the first time you have been notified that Unit 1 is not eligible for a vacancy exemption and the program fee is still owed, the late penalty will be waived if the fee balance of \$168 is paid by April 4, 2025. See the enclosed invoice.

Required Action

1. In order to avoid enforcement action based on the violations of local and state law, by no later than **March 28, 2025**, submit documentation that substantiates that you have informed the tenants of Unit 3 and Unit 4 that the notice of invalid rent increase and demand for additional payment dated March 21, 2025, is rescinded in its entirety.

If you believe the information received by the Rent Program is inaccurate, submit documentation to the Rent Program correcting the information by the same deadline provided above.

If the documentation/information is not received by the deadline provided above, the City will issue administrative citations and fines.

2. In order to avoid late penalties, pay the balance due for FY2024-2025 annual program fees by no later than **April 4, 2025**. See the enclosed invoice.

If payment is not received by the deadline provided above, you will be charged the maximum late penalty of 60%.

Please Note

- A Landlord that with respect to one Rental Unit on a property is out of compliance with any of the provisions of the Rent Ordinance, or with any of the resolutions, policies or regulations concerning the Rent Ordinance, shall not notice or impose an Annual General Adjustment nor pass through any fees or costs otherwise allowed under the Rent Ordinance or Council Resolutions for that Rental Unit nor any other Rental Unit on the property until the requirements of the Rent Ordinance, or the resolutions, policies, or regulations concerning the Rent Ordinance, have been satisfied. *See Rent Control Ordinance Regulation 23-03.*
- A Landlord shall in writing disclose to a potential purchaser of the Rental Unit or of property that has one (1) or more Rental Units that such Rental Unit or property is subject to all or some of the Rent Ordinance and all regulations that the City has promulgated to implement the Rent Ordinance including, but not limited to, the current Rent of all Rental Units not exempt from rent control under State Law that the Landlord owns that are the subject of the potential sale; whether the Rental Unit has been withdrawn permanently from the rental market; whether the Landlord has banked Annual General Adjustments as provided in Section 6-58.70, AMC; and whether the Rent of the Rental Unit is limited or restricted in any way. *See Section 6-58.30, AMC.*

For any questions, please call (510) 747-7520 or email rentprogram@alamedaca.gov.

Sincerely,



Bill Chapin
Rent Program Director
City of Alameda

Cc: Cathy Erbland, tenant, by U.S. mail and email; Shannon Leeper, tenant, by U.S. mail and email; Hans and Kristin Struzyna, realtors, by U.S. mail and email

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City of Alameda Rent Program
950 W Mall Sq, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
EMAIL rentprogram@alamedaca.gov
WEB www.alamedarentprogram.org

April 4, 2025

Sent via U.S. Mail and Email

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Subject: Issuance of Administrative Citation for 2000 Clinton Ave., units 3 and 4

Dear Ms. Shubin:

Enclosed is Administrative Citation #0606 concerning the property at **2000 Clinton Ave., Alameda CA**. As owner of the property, you are being cited for failure to comply with Alameda Municipal Code (AMC) Section 6-58.50 and Cal. Civ. Code § 1947.12, consistent with authority granted under SB 567 and AMC Section 6-58.142.

Increasing rent more than once in any 12-month period – AMC 6-58.50(B)

No Landlord shall increase the Rent of any Rental Unit or impose a Pass Through, whether such increase or imposition is separate or together: (a) more than once in any twelve (12) month period or (b) earlier than twelve (12) months after the inception of the tenancy.

On July 11, 2024, you served a notice of rent increase on the tenants of 2000 Clinton Ave., units 3 and 4. Both rent increases had an effective date of August 11, 2024.

On March 21, 2025, you served notice on the tenants of Units 3 and Unit 4 that their monthly rents would increase effective April 1, 2025.

In a notice of violation dated March 25, 2025, Rent Program staff directed you to inform the tenants of Unit 3 and Unit 4 by no later than March 28, 2025, that the notice of invalid rent increase dated March 21, 2025, has been rescinded. As of the date of this letter, the Rent Program has received no documentation substantiating that the notice has been rescinded. Accordingly, you are being cited for two violations of AMC 6-58.50 (one count for each unit).

State rent control limits

Cal. Civ. Code § 1947.12: Subject to subdivision (b), an owner of residential real property shall not, over the course of any 12-month period, increase the gross rental rate for a dwelling or a unit

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more than 5 percent plus the percentage change in the cost of living, or 10 percent, whichever is lower, of the lowest gross rental rate charged for that dwelling or unit at any time during the 12 months prior to the effective date of the increase.

AMC 6-58.142: Notwithstanding any other provision of this Code, no person shall violate any provision of applicable State law controlling rent levels, including California Civil Code Section 1946.2 and its successor legislation. Consistent with authority granted under State law, the City Attorney may enforce any such applicable State laws.

In multiple written notices between May 25, 2023, and November 22, 2023, Rent Program staff advised you that 5.0% plus the percentage change in the cost of living for the region that includes the City of Alameda was 9.2% at the time, and that any rent increase with a Capital Improvement Plan (CIP) pass through that in combination exceeded this amount would violate the California Tenant Protection Act of 2019 (AB 1482), as codified in Cal. Civ. Code § 1947.12. On October 12, 2023, you served notice of a rent increase plus CIP pass through that in combination amounted to 10.0% increases on both Unit 3 and Unit 4, effective November 11, 2023.

On June 27, 2024, Rent Program staff notified you that you had demonstrated compliance with state law by (i) resetting the rent for unit 3 to \$1,884.52 and for unit 4 to \$1,785.00 and (ii) refunding the tenants for payments made in excess of these amounts.

In a notice dated March 21, 2025, you directed the tenants to pay back the amount that you reimbursed them in June 2024 plus the difference between the rent the tenants paid for the period from July 2024 to March 2025 and the new monthly rent amount effective April 1, 2025. This rent increase for prior months violates AB 1482, as well as noticing requirements, and is not in compliance with state law.

In a notice of violation dated March 25, 2025, Rent Program staff directed you to inform the tenants of Unit 3 and Unit 4 by no later than March 28, 2025, that demand for payment has been rescinded. As of the date of this letter, the Rent Program has received no documentation substantiating that the notice has been rescinded. Accordingly, you are being cited for two violations of Cal. Civ. Code § 1947.12, consistent with authority under AMC 6-58.142 (one count for each unit).

Action Required:

In order to address the violations described above and demonstrate compliance with the Rent Ordinance, you must immediately:

- 1) Notify the tenant of Unit 3 in writing that the rent is reset to \$1,995.71 plus a CIP pass through of \$54.65, and reimburse the tenant for any rent paid in excess of this amount for April 2025.
- 2) Notify the tenant of Unit 4 in writing that the rent is reset to \$1,890.32 plus a CIP pass through of \$51.76, and reimburse the tenant for any rent paid in excess of this amount for April 2025.
- 3) Notify both tenants that the demand for additional payments in the notice dated March 21, 2025, is rescinded, and reimburse the tenants if they made any additional payments based on the notice.
- 4) Submit documentation of these notifications and/or reimbursements to the Rent Program.

In addition to correcting the violations set forth above, you must pay a fine totaling \$1,000.00 by no later than May 5, 2025. This administrative fine is owed even if the violations have been corrected. Similarly, payment of the fine shall not excuse a failure to correct the violations. Failure to correct the violations and pay the fine by the date above will result in further enforcement action. Payment instructions are located on the back of the citation.

You have the right to appeal this citation by requesting an administrative hearing by no later than **May 5, 2025**. Contact Rent Program staff for additional information regarding the appeal process.

Please note:

- In a notice of violation dated March 25, 2025, Rent Program staff directed you to pay the balance due for FY2024-2025 annual program fees by no later than April 4, 2025, to avoid late penalties. Payment was not received by this deadline. Therefore a full 60% late penalty has been assessed on the fee balance. See the enclosed, updated invoice.
- You are not being cited for nonpayment of program fees at this time. You will be cited and fined if the fee balance and late penalty remains unpaid after May 5, 2025.

For any questions, please call (510) 747-7520 or email rentprogram@alamedaca.gov.

Sincerely,



Gene Diaz

Investigator, Alameda City Attorney's Office

City of Alameda Rent Program
www.alamedarentprogram.org
ph: (510) 747-7520 | rentprogram@alamedaca.gov
<Outlook-v4awvhqa.png>

The Alameda Rent Program administers the City of Alameda's Rent Ordinance, which regulates rent increases and "no fault" terminations of tenancy and requires landlords to register all rental units.

Mailing Address: 950 W. Mall Square, Room 172, Alameda, CA 94501
24-Hour Drop Box: Oak Street between City Hall and Alameda Police Dept.
Hours of Operation: 9 a.m. to 5 p.m. Monday-Friday

From: leslie shubin <lshubin@yahoo.com>
Sent: Thursday, April 10, 2025 4:41 PM
To: Bill Chapin <bchapin@alamedaca.gov>; Rent Program <rentprogram@alamedaca.gov>
Cc: City Attorney <cityattorney@alamedaca.gov>; CityCouncil-List <CITYCOUNCIL-List@alamedaca.gov>; Gene Diaz <gdiaz@alamedaca.gov>; Shannon Leeper <gabladerunner@gmail.com>; Catherine Erbland <cerbland@yahoo.com>; Hans Struzyna <eastbayhans@gmail.com>; Kristin Struzyna <eastbaykristin@gmail.com>; Manager Manager <MANAGER@alamedaca.gov>
Subject: [EXTERNAL] March 25 Letter

Dear Mr. Chapin,

In response to your letter/email, let me be clear and state the facts: My email to my tenants was not a rent increase. A rent increase requires a 30 day notice. My email was a private communication asking my tenants politely to honor the rent increase you approved on November 2, 2023 (see below). This was my last rent increase, 17 months ago. Whether they honor it or not is up to them. I have no authority to force them.

You may not issue a \$1,000 citation to a law abiding citizen for exercising her First Amendment rights. I have the right of free speech like every other US citizen, especially in a private email!

In June, 2024 you issued me a rent decrease referencing a law passed in April, 2024. After my tenants had paid their new rent diligently from November, 2023 through June, 2024, you took us all by surprise. You demanded that I refund my tenants for eight months of a legal rent increase after giving me your word back in October, 2023 that you did not and would not enforce state rent rules, only local Alameda rent rules. See checks below.

I reminded you of your promise and alerted you to the fact that retroactive enforcement of a new law was prohibited by law, both Federal and State. You were so intimidating and threatening that I caved in and refunded my tenants. If you do not believe me about retroactive law enforcement, please inquire with Alameda city attorneys or the D.A.

You have had it in for me for two years. To date you have taken \$6,469.22 from me to give to my tenants, Robinhood style. I have lost an additional \$1,880.71 in accumulated loss since September, 2023 for a grand total of \$8,349.93. Why would anyone want to be a landlord in Alameda? Your Draconian policies make San Francisco look benign.

I have been the recipient of more hatred and malice from you than all my 72 years! It is elder abuse and it has negatively impacted both my mental and physical health. Mr. Chapin, you are the sole reason I am selling the home I have loved for 28 years and leaving Alameda. I no longer feel safe here.

I respectfully request that you cease and desist all harassment and contact with me. Do not email/post me, do not have Gene Diaz hunt me down like a felon or pound on my door at any time. As soon as I sell my home, we can forget all about each other.

Regarding the matter of a third rental fee, try to be reasonable: I paid you \$168 for 12 months and their tenancy was only 7.5 months. What justification is there to charge me an additional 12 months when you know that I have been living back in Apt. 1 since September, 2024 and owners are exempt. Have you had any work to do related to Apt. 1?

Mail body: Fwd: [EXTERNAL] March 25 Letter 2000 Clinton Avenue

Sent from my iPhone

Begin forwarded message:

From: leslie shubin <lshubin@yahoo.com>

Date: April 11, 2025 at 2:26:32 PM PDT

To: Bill Chapin <bchapin@alamedaca.gov>

Cc: CITYCOUNCIL-List@alamedaca.gov, City Attorney <cityattorney@alamedacityattorney.org>, manager@alamedaca.gov, Gene Diaz <gdiaz@alamedaca.gov>, Alcoda@acgov.org, mezzashcroft@alamedaca.gov, Shannon Leeper <gabladerunner@gmail.com>, Catherine Erbland <cerbland@yahoo.com>, Hans Struzyna <eastbayhans@gmail.com>, Kristin Struzyna <eastbaykristin@gmail.com>

Subject: Re: [EXTERNAL] March 25 Letter 2000 Clinton Avenue

Dear Mr. Chapin,

I maintain that you made an illegal rent reduction in June, 2024. Once you accept responsibility for breaking the law and applying a 2024 law to an event eight months earlier in 2023, everything else falls in place. The rent increase you approved in November, 2023 unequivocally stands as the last legitimate rent increase. You cannot label a rent reduction as a rent increase!

The citation indicates that I gave a second rent increase within 12 months. This is false and you should rescind the \$1,000 citation immediately. Do you actually think I am stupid enough to raise the rent \$7.50 for one tenant and \$21 for the other tenant? You say you are trying to help me? You have done nothing but try to hurt me.

I only rescinded the notice because you ordered me to. If you read my emails from that period I told you that you could not retroactively apply a new law. You should either have all the same rules as the state or stay completely separated. It is not fair for example to impose a 9.2% state ceiling rather than the Alameda ceiling of 10% unless you also allow an annual rent increase of 5% plus the full CIP instead of 2.7% plus 70% of the CIP. You can't have it both ways.

During Covid, the rest of the state was allowed rent increases of 6%-10% while Alameda prohibited any rent increases even as inflation was at its worst. Los Angeles and Alameda were the only two cities in the state to prohibit rent increases for more than two - three years. The Alameda Rent program is unconstitutional and severely punitive to landlords. As an Allstate administrator commented to me, "California is having a redistribution of wealth program: steal from the landlords and give to the tenants."

Respectfully,

Leslie Shubin
Sent from my iPad

On Apr 11, 2025, at 12:28, Bill Chapin <bchapin@alamedaca.gov> wrote:

Dear Ms. Shubin,

Thank you for responding to our Notice of Violation dated March 25, 2025. Because we did not hear from you by the deadlines provided, we felt that it was important to serve you with the Administrative Citation in person to ensure that you received it and were aware of the seriousness of the situation, and so that you can begin to bring this property back into compliance.

Over the last three years, the Rent Program has been contacted repeatedly by your tenants at 2000 Clinton Ave., units 3 and 4, who have exercised their rights under the Rent Ordinance to ask staff to review your actions and verify whether they comply with the City's Rent Ordinance. Staff found multiple violations on multiple occasions; however, you addressed all of these and were in full compliance as of June 2024. The notice you sent your tenants on March 21, 2025, which the tenants asked us to review, re-opened this case for investigation. It also retroactively re-imposed a rent increase that staff had already told you was not in compliance with state law on multiple occasions.

To be clear: You are not being cited for any exercise of your First Amendment rights or for actions taken before a law became effective. You are being cited for violations of local law and state law that became effective in September 2019 and January 2020, respectively, based on actions you took in March 2025. These violations, particularly the instruction to your tenants to pay more than \$1,600 and \$1,700 in retroactive payments for a rent increase you previously notified them had been rescinded, has caused much confusion and stress for your tenants about what they must do to meet their obligations for payment of rent.

While your March 21, 2025, notice directly instructed the tenants to make the retroactive payments by today (April 11, 2025), your email yesterday, which the tenants were copied on, suggests that this request was voluntary and "whether they honor it or not is up to them." I would ask you to please provide the tenants with clear, written clarification that the March 21, 2025, notice to make retroactive payments is rescinded.

The Notice of Violation and Administrative Citation, which were developed in close collaboration with the attorneys in the City Attorney's Office, describe the legal basis for the Rent Program's determination in detail. If you want to contest the determination that there was a violation of code or that you are the party responsible for the violation, the avenue to do so is to request a hearing to appeal the Administrative Citation, as explained on the back of the citation ticket and accompanying summary letter. Please see AMC Section 1-7.6 for more details.

I understand the enforcement process can be unpleasant and stressful when the Rent Program makes a determination that a landlord has violated the Rent Ordinance. The Notice of Violation is intended to give you a pathway to come back into compliance and avoid more serious legal hazard. Just as an example, if a landlord sells a rental property without addressing an outstanding violation, reimbursement of the tenants becomes the responsibility of the purchaser, who could then take their own legal action against the seller.

I would urge you to consult with your own attorney about this matter, as you continue to misconstrue our efforts to help you come back into compliance. The Rent Program maintains a listing of legal resources here: <https://www.alamedarentprogram.org/Resources/Legal-Services>. While many are specifically geared toward low-income tenants, the Alameda County Bar Association's referral service or Lawyers in the Library/Legal Access Alameda may be able to assist you.

Finally, I would also emphasize that the Rent Ordinance gives your tenants the right to request staff review and/or to petition for a downward rent adjustment. As staff previously advised you in February 2024, the Rent Ordinance prohibits a landlord from taking any action where the landlord's intent is to retaliate against the tenant for the tenant's assertion or exercise of rights. See AMC Section 6-58.120. The City Attorney's Office will investigate any complaints of retaliation or harassment.

Regards,

Bill Chapin
Rent Program Director



City of Alameda Rent Program
950 W. Mall Square, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
EMAIL rentprogram@alamedaca.gov
WEB alamedarentprogram.org

May 7, 2025

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Subject: Nonresponse to Administrative Citations for 2000 Clinton Ave.

Dear Leslie Shubin:

On April 4, 2025, you were issued Administrative Citations 0606 concerning the property at **2000 Clinton Ave., Alameda, CA..**

As May 7, 2025, you have failed to correct the violations or pay the fines for any of the counts in the administrative citations. According to the previous notification personally served on you by Investigator Diaz, failure to address the citations in a timely manner could result in further enforcement action. Accordingly, the City of Alameda is issuing another set of administrative citations with increased fines regarding the following outstanding violations:

- **Increasing rent more than once in any 12-month period – AMC 6-58.50(B)**
- **State rent control limits - Cal. Civ. Code § 1947.12, consistent with authority granted under SB 567 and AMC Section 6-58.142**

Action Required:

In order to demonstrate compliance with the Rent Ordinance, you must immediately do the following:

1. Notify the tenant of Unit 3 in writing that the rent is reset to \$1,995.71 plus a CIP pass through of \$54.65, and reimburse the tenant for any rent paid in excess of this amount for April 2025.

2. Notify the tenant of Unit 4 in writing that the rent is reset to \$1,890.32 plus a CIP pass through of \$51.76, and reimburse the tenant for any rent paid in excess of this amount for April 2025.
3. Notify both tenants that the demand for additional payments in the notice dated March 21, 2025, is rescinded, and reimburse the tenants if they made any additional payments based on the notice.
4. Submit documentation of these notifications and/or reimbursements to the Rent Program.

In addition to correcting the violations set forth above, you are ordered to immediately pay the original fine for all 4 counts from citation 0606 totaling \$1,000, as well as the fine for 4 counts from citation #0036 totaling \$2,000 by no later than June 7, 2025.

These administrative fines are owed even if the violations have been corrected. Similarly, payment of the fine shall not excuse a failure to correct the violations. Failure to abate and pay the fine by the date above will result in further enforcement action. Payment instructions are located on the back of the citation.

You have the right to appeal this citation by filing with the Rent Program by no later than **June 7, 2025**, a request in writing for an administrative hearing. The request must also include a) an advance deposit of the full fine amount or b) a notice that a request for a hardship waiver has been filed, as described below. See AMC 1-7.6.

For other questions, contact the Rent Program at (510) 747-7520 or email rentprogram@alamedaca.gov.

Sincerely,



Gene Diaz
Investigator, Alameda City Attorney's Office



City of Alameda Rent Program
950 W Mall Sq, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
EMAIL rentprogram@alamedaca.gov
WEB www.alamedarentprogram.org

May 7, 2025

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Subject: Issuance of Administrative Citation for Unpaid Program Fee for 2000 Clinton Ave.

Dear Ms. Shubin:

Enclosed is Administrative Citation #0037 concerning the property at **2000 Clinton Ave., Alameda CA**. As owner of the property, you are being cited for failure to comply with Alameda Municipal Code (AMC) Section 6-58.145.

Unpaid Program Fee Balance – AMC 6-58.145

There is hereby imposed on each Rental Unit in the City a Program Fee. Landlords shall pay the Program Fee to the City annually.

On July 2, 2024, Rent Program staff provided you with an updated invoice for FY 2024-2025 program fees, showing fees owed for three units at 2000 Clinton Ave.

On August 20, 2024, the Rent Program received payment for two program fees. The payment was accompanied by a copy of the invoice edited by you to show payment due for two units and Form RP-221(D) requesting a fee exemption based on vacancy for Unit 1 (Primary Unit).

In a notice dated March 25, 2025, Rent Program staff informed you that Unit 1 was not eligible for a fee exemption because the unit was occupied by a tenant for a portion of the 2024-2025 fiscal year. Staff informed you that late penalties would be waived if the outstanding fee balance was paid by April 4, 2025.

In a notice dated April 4, 2025, staff informed you that payment had not been received, that a 60% late penalty was being assessed on the outstanding fee balance, and that you would be cited for nonpayment of program fees if the balance and penalty were not paid by May 5, 2025.

Page 1 of 2

As of the date of this letter, the Rent Program has not received payment. Accordingly, you are being cited for violation of AMC 6-58.145.

Action Required:

In order to address the violations described above and demonstrate compliance with the Rent Ordinance, you must immediately pay the outstanding fee balance. See the enclosed invoice.

In addition to correcting the violations set forth above, you must pay a fine totaling \$250.00 by no later than June 6, 2025. This administrative fine is owed even if the violations have been corrected. Similarly, payment of the fine shall not excuse a failure to correct the violations. Failure to correct the violations and pay the fine by the date above will result in further enforcement action. Payment instructions are located on the back of the citation.

You have the right to appeal this citation by requesting an administrative hearing by no later than **June 6, 2025**. Contact Rent Program staff for additional information regarding the appeal process.

For any questions, please call (510) 747-7520 or email rentprogram@alamedaca.gov.

Sincerely,



Gene Diaz

Investigator, Alameda City Attorney's Office

Mail body: Fwd: CEASE AND DESIST

Sent from my iPad

Begin forwarded message:

From: leslie shubin <lshubin@yahoo.com>
Date: May 16, 2025 at 14:47:12 PDT
To: Bill Chapin <bchapin@alamedaca.gov>, Gene Diaz <gdiaz@alamedaca.gov>
Cc: CITYCOUNCIL-List@alamedaca.gov, City Attorney <cityattorney@alamedacityattorney.org>, manager@alamedaca.gov, mezzashcraft@alamedaca.gov
Subject: Fwd: CEASE AND DESIST

From: leslie shubin <lshubin@yahoo.com>
Date: May 16, 2025 at 13:19:22 PDT
Subject: CEASE AND DESIST

Dear Mr. Chapin and Mr. Diaz,

You have falsely accused me of raising the rent twice in a 12 month period. I did not raise the rent a second time and I do not acknowledge your citations totaling \$2,250. Here is what the 2025 rent increase will look like:

Dear Shannon,

In 30 days your rent will increase to \$2,023.07 per month. This is your base rent of \$1,890.32 + 2.7% = \$1,941.36 + \$81.71 CIP = \$2023.07.

Dear Cathy,

In 30 days your rent will increase to \$2,131.30 per month. This is your base rent of \$1995.71 + 2.7% = \$2,049.59 + \$81.71 CIP = \$2,131.30.

I demand that you cease and desist harassing and persecuting me immediately. You have escalated your aggression towards me because I called you out for violating US Federal law and California state law. Retroactive law enforcement is illegal! Your rent reduction in June, 2024 is ILLEGAL! This was the second time in nine months that you reduced my rent and forced me to refund my tenants. You have cheated me out of 15 months of rent increase income.

I am surprised and concerned that no one in the City Attorney's office has corrected you on retroactive law enforcement, especially Yibin Shen. Since no one in the City Attorney's office will speak with me, perhaps it is time for me to contact the California Bar Association.

Mr. Chapin, your inability to admit your misdeeds against me is wrong. Instead of apologizing to me and rescinding your illegal rent reduction, you are burdening me with fallacious citations. I have broken no laws. I have done nothing wrong.

I have spoken with an investigator at the District Attorney's office. He informed me that your actions against me are definitive "Elder Abuse". You have treated me like a felon and I don't doubt you have mistreated other Alameda housing providers. It is just a matter of time before a very expensive class action lawsuit is served upon the City.

Regarding your charging me for a third unit, this is inappropriate. I paid for two rental

units. I only have two rental units. The previous tenants in Apt. 1 were here for less than 7.5 months. I paid for 12 months so stop trying to rip me off for \$168 + \$100 + \$250. You know that I have been living in Apt. 1 since last September. Owners are exempt!

I am 72 years old. My nerves cannot take any more of your threats and aggression. I just want to have a quiet and peaceful life. Please leave me be.

Leslie Shubin

Sent from my iPad



City of Alameda Rent Program
950 W. Mall Square, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
FAX (510) 865-4028
EMAIL rentprogram@alamedaca.gov

May 19, 2025

Sent via US Mail and Email

Leslie Shubin
2000 Clinton Ave
Alameda, CA 94501

Dear Leslie Shubin:

This letter concerns violations of the City of Alameda's Rent Ordinance regarding the rental property at 2000 Clinton Ave., and Administrative Citations issued for those violations. This letter summarizes the current status of these violations.

Increasing rent more than once in any 12-month period – AMC 6-58.50(B)

No Landlord shall increase the Rent of any Rental Unit or impose a Pass Through, whether such increase or imposition is separate or together: (a) more than once in any twelve (12) month period or (b) earlier than twelve (12) months after the inception of the tenancy.

On July 11, 2024, you served a notice of rent increase on the tenants of 2000 Clinton Ave., units 3 and 4. Both rent increases were in compliance with the Rent Ordinance and had an effective date of August 11, 2024. For the next seven months (September 2024 to March 2025), the tenants paid these amounts:

- Unit 3: \$1,995.71 in monthly rent + \$54.65 CIP pass through = **\$2,050.36 total**
- Unit 4: \$1,890.32 in monthly rent + \$51.76 CIP pass through = **\$1,942.08 total**

On March 21, 2025, you served notice on the tenants of Units 3 and Unit 4 that their monthly rents would increase effective April 1, 2025. You instructed the tenants to pay the following:

- Unit 3: **\$2,057.90 total**, a \$7.54 increase
- Unit 4: **\$1,963.50 total**, a \$21.42 increase

Information provided to the Rent Program indicates that the tenants both paid these increased totals for their April 2025 rent and the Unit 4 tenant also paid the increased total for May 2025. Information provided to the Rent Program further indicates that you accepted these payments.



City of Alameda Rent Program
950 W. Mall Square, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
FAX (510) 865-4028
EMAIL rentprogram@alamedaca.gov

In a Notice of Violation dated March 25, 2025, Rent Program staff directed you to notify the tenants in writing by no later than March 28, 2025, that the notice of invalid rent increase dated March 21, 2025, has been rescinded. Staff also informed you that failure to do so would result in citations and fines. No documentation was received by the deadline.

On April 4, 2025, you were cited for two counts of violation of AMC 6-58.50(B). On May 7, 2025, you were cited a second time for two counts of violation of AMC 6-58.50(B).

In an email dated May 16, 2025, staff asked for clarification about whether the tenants had been given written notification that the invalid rent increases were rescinded and the tenants had been reimbursed. Staff notified you that information provided to the Rent Program indicated that the Unit 3 tenant had made one rent payment in excess of the valid amount and was owed a reimbursement of \$7.54, and the Unit 4 tenant had made two rent payments in excess of the valid amount and was owed a reimbursement of \$42.84.

On May 17, 2025, you copied the Rent Program on an email to the tenants informing them that for their June 2025 rent payments they should deduct the required reimbursements from the valid amounts. In other words:

- Unit 3: $\$2,050.36 - \$7.54 = \$2,042.82$
- Unit 4: $\$1,942.08 - \$42.84 = \$1,899.24$

To be clear, while the Rent Program has yet to receive documentation showing the tenants have received explicit notification that their rent has been reset to the valid amounts, the email dated May 17, 2025, suggests that you no longer expect them to pay the invalid rent increases and will accept the valid monthly rent. Furthermore, the email meets the requirements in Rent Control Ordinance Regulation 25-01, Section 9(A) to provide reimbursement in the form of a rent credit.

The Rent Program therefore considers the violations of AMC 6-58.50(B) to be addressed. The tenants' current monthly rent is recorded in the Rent Registry as \$1,995.71 for Unit 3 and \$1,890.32 for Unit 4. Once the property is in full compliance, the Annual General Adjustment should be applied to these amounts.



City of Alameda Rent Program
950 W. Mall Square, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
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EMAIL rentprogram@alamedaca.gov

Other violations, citations, and fines

The other violations of the Rent Ordinance identified in the Notice of Violation dated March 25, 2025, and Administrative Citation 0606, 0036, and 0037 remain unaddressed. They are:

- State rent control limits - Cal. Civ. Code § 1947.12, consistent with authority granted under SB 567 and AMC Section 6-58.142 (two counts)
- Unpaid program fee balance - AMC Section 6-58.142 (one counts)

The Notice of Violation and letters accompanying the Administrative Citations describe the legal basis for the Rent Program's determinations in detail.

In order to demonstrate full compliance with the Rent Ordinance, you must immediately do the following:

1. Notify both tenants that the demand for additional payments in the notice dated March 21, 2025, is rescinded and submit documentation of this notification to the Rent Program
2. Pay the outstanding program fee balance and late penalties owed for 2000 Clinton Ave. totaling \$268.00.

In addition to correcting the violations set forth above, you must immediately pay the original fine for all 4 counts from citation 0606 totaling \$1,000, as well as the fine for 4 counts from citation 0036 totaling \$2,000 by no later than June 7, 2025, and one count from citation 0037 totaling \$250 by no later than June 7, 2025. These administrative fines are owed even if the violations have been corrected. Similarly, payment of the fine shall not excuse a failure to correct the violations. Failure to correct the violations and pay the fine by the date above may result in further enforcement action.

You have the right to appeal citation 0036 and citation 0037 by requesting an administrative hearing by no later than **June 7, 2025**.

For any questions, please call (510) 747-7520 or email rentprogram@alamedaca.gov.



City of Alameda Rent Program
950 W. Mall Square, Room 172
Alameda, CA 94501

PHONE (510) 747-7520
FAX (510) 865-4028
EMAIL rentprogram@alamedaca.gov

Sincerely,

A handwritten signature in cursive script that reads "Bill Chapin".

Bill Chapin
Rent Program Director
City of Alameda

Cc: Catherine Erbland, tenant, by U.S. mail and email; Shannon Leeper, tenant, by U.S. mail and email; Hans and Kristin Struzyna, realtors, by U.S. mail and email

Submitted by Brian Kennedy
Under Oral Communications
5/20/2025

