

## LARA WEISIGER

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**From:** John Bergman <johnbergmanrealtor@gmail.com>  
**Sent:** Tuesday, July 19, 2016 5:46 PM  
**To:** Trish Spencer; Frank Matarrese; Jim Oddie; Marilyn Ezzy Ashcraft; Tony Daysog; City Clerk  
**Subject:** Ordinance 3148

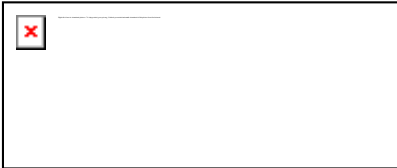
Dear Mayor Spencer and Council members,

Please put City Ordinance number 3148 on the November ballot as an advisory vote.

Thank you.  
Sincerely,

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**John Bergman**  
**Broker**  
[\(510\) 919-5485](tel:5109195485) Direct  
[KaneAndAssociatesRealtors.com](http://KaneAndAssociatesRealtors.com)  
CalBRE 01240008



**LARA WEISIGER**

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**From:** Dania Alvarez <danialhbr@gmail.com>  
**Sent:** Tuesday, July 19, 2016 3:57 PM  
**To:** Trish Spencer; Frank Matarrese; Jim Oddie; Marilyn Ezzy Ashcraft; Tony Daysog  
**Cc:** City Clerk  
**Subject:** Ordinance 3148\_Please add to November's Ballot

Dear Mayor Spencer and Councilmembers,

Please put City Ordinance number 3148 on the November ballot as an advisory vote.

Thank you.

Sincerely,

Dania

--

Dania R. Alvarez  
Alameda Resident

**LARA WEISIGER**

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**From:** Ann Bracci <annbracci@juno.com>  
**Sent:** Tuesday, July 19, 2016 6:55 PM  
**To:** TSpencer@alamedaca.gov; Frank Matarrese; Jim Oddie; Marilyn Ezzy Ashcraft; Tony Daysog  
**Cc:** City Clerk; AnnBracci@juno.com  
**Subject:** City Ordinance Number 3148 -- Please put this ordinance on the ballot, Advisory Vote

Dear Mayor Spencer and Council members,

Please put City Ordinance number 3148 on the November ballot as an advisory vote.

Thank you.

Sincerely,

Ann Bracci  
808 Pacific Avenue  
Alameda, CA. 94501

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Cc: Lara Weisiger, City Clerk

## LARA WEISIGER

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**From:** Rosemary McNally <rosemary@rosemarymcnally.com>  
**Sent:** Tuesday, July 19, 2016 5:06 PM  
**To:** City Clerk  
**Subject:** Put city's rent ordinance on the ballot

I believe it is crucial that you put the city's rent ordinance on the ballot in November 2016.

Let the voters choose between the ARC and the City's ordinance.

Thank you.

Rosemary McNally  
510 769-1845



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[www.avast.com](http://www.avast.com)

**From:** Monty J Heying <mheyng777@yahoo.com>  
**Sent:** Tuesday, July 19, 2016 5:42 PM  
**To:** Trish Spencer; Frank Matarrese; Marilyn Ezzy Ashcraft; Tony Daysog; Jim Oddie  
**Cc:** LARA WEISIGER  
**Subject:** Tonight's Agenda Item 6. D. - Comments I will be Delivering This Evening

### ***Close the Fixed-term Lease Loophole***

My name is Monty Heying. I am speaking tonight on my own behalf, not as a member of any organization, nor am an attorney or acting as one. I am here to raise concerns about the City's rent ordinance, City Code 3148, and recommend possible remedies.

My chief concern is that after months of discussion we still have a deeply flawed rent ordinance which is now under consideration as a possible City Charter amendment, thereby cementing these flaws into place, flaws which must then be dealt with by the Rent Review and Advisory Committee (the "RRAC"), an appointed body which is vulnerable to political influence.

When a law is ambiguous, how that law is administered becomes vitally important. Five or so months ago I pointed out this ambiguity to the mayor, the city council and city management, calling it the Fixed-Term Lease Loophole. Nothing has been done to plug the loophole, which happens to be in favor of landlords, who, according to recent evidence, have been roaring through it like a highballing freight train.

The Fixed-Term Lease Loophole first appears in Paragraph B of **Section 6-58.35 Offer of a One Year Lease**, requiring landlords to offer a one-time one-year lease to all prospective or current tenants, whether they're on a lease or renting month-to-month. Paragraph B covers tenants on a current lease. Month-to-month tenants are addressed in Paragraph C.

Without defining what a Fixed-Term Lease is anywhere in City Code 3148, and without telling tenants they don't have to accept a Fixed-Term Lease, and without warning tenants that by accepting a Fixed-Term Lease they will likely be nullifying their rights to Relocation Fees under Sec. 6-58-150, City Code 3148 *requires* landlords to offer tenants a one-year lease. *Requires* it.

Most landlords use a lease drafted by a lawyer. Having duly read Code 3148, what kind of lawyer would not make sure all his clients' leases were Fixed-Term Leases? How many tenants have a lawyer to read their leases? How many tenants can even afford a lawyer? Even if he or she could afford legal services, in such a hyped-up rental market as today's, what current tenant would dare to challenge any lease offered by a landlord? In such a market there's no such thing as an arms-length lease negotiation, certainly not after the tenant has moved in. After eleven years renting month-to-month, I received my FTL at 10:41pm on March 31st, just minutes after 3148 was signed into law, clear evidence that landlords were listening intently on the morning of February 17 when the mayor introduced the idea at the Council meeting.

Word of the landlord loophole evidently spread like wildfire. Here's a renter's complaint gleaned from Facebook just yesterday:

*"...every complex I talked to ...is now using a FTL and there is no negotiating on that point. ... I have this looming over my head next April - it cost me \$10k to MOVE IN (and another 10K or so*

*to move out of my other place into temporary housing, storage, moving fees etc, until I could find a place.) Honestly they might as well just throw the whole thing out if they allow FTL ...as it's only a matter of [time] before that's all that's used."*

Section 6-58.50 is so ambiguous it's like that Abbot and Costello "Who's On First" routine. Only it's anything but funny. Even an attorney agreed that Paragraph C contradicts Paragraph B. Paragraph B offers protections to tenants on a lease that are not offered to month-to-month tenants in Paragraph C. Paragraph B says current lease tenants can't be offered a Fixed-Term Lease unless they ask for one or already have one. Month-to-month tenants have no such protection. Paragraph B says the new one-year lease has to be "materially the same" as the current lease. Month-to-month tenants have no such protection.

In fact, since the Fixed-Term Lease is undefined, a landlord can take Paragraph C as an outright *requirement* to offer Fixed-Term Leases to month-to-month tenants. Mine apparently did.

The RRAC administers the rent ordinance, and the RRAC is subject to political influence because it is comprised entirely of mayoral appointees. This mayor's bias in favor of landlords is a matter of record. What chance do tenants have in forum biased against them?

When six attorneys, counting the mayor and council members, have more than four months to get a piece of legislation right, and five more months pass after the ambiguity has been pointed out to them, yet the ambiguity still remains, what can even an unbiased observer conclude except this ambiguity has deliberate purpose of exploiting renters?

The solution to the Fixed-Term Lease Loophole is to amend **Section 6-58.150 Relocation Fees** with a clause saying: *A Tenants' right to Relocation Fees irrevocably accrues and vests with the duration of tenancy irrespective of the form of rental contract.*

Stop treating renters like cattle. We are all equal under the law. The American way of life is based on the rule of law founded on a bedrock of moral values. Throwing families onto the street to make more profit is immoral. Don't enable that by cementing the Fixed-Term Lease Loophole into the City Charter.

+Monty

**Monty J. Heying**

510-749-8386 (land/fax)

510-872-3144 (cell)

Twitter: @Wordist45

## LARA WEISIGER

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**From:** Marilyn Schumacher <marilyschu@gmail.com>  
**Sent:** Tuesday, July 19, 2016 4:32 PM  
**To:** Marilyn Schumacher  
**Subject:** Tonight's City Council meeting

As one of the two signatories on the no-rent-control initiative for our town, I'm encouraging you to keep the August city council meeting on the calendar...just in case our initiative qualifies for the November ballot.

Also, please consider adding Ordinance 3148 to the Nov ballot, as an advisory measure, so the citizens of Alameda have another choice besides the Alameda Renters Coalition initiative which is not good for the city of Alameda.

Thank you! marilyn schumacher

(I left off our City Clerk's email on my original email to you! apologies!)

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[\*MarilynSchumacher\*](#)

Broker Associate

CalBRE #00904530

510-908-9021 - cell

[\*Results exceeding the challenges\*](#)

[\*MarilynSchumacher.com\*](#) *weekly blog, website*

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**LARA WEISIGER**

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**From:** Sharon Alva <sharon@alvaproperties.com>  
**Sent:** Tuesday, July 19, 2016 5:32 PM  
**To:** Trish Spencer; Frank Matarrese; oddie@alamedaca.gov; Marilyn Ezzy Ashcraft; Tony Daysog  
**Cc:** City Clerk  
**Subject:** Please put the city ordinance on the ballot

Dear Mayor and City Council Members,

I am one of those mom and pop landlords who have been forgotten in the rent control debate, having bought my owner-occupied duplex last year.

Please put City Ordinance number 3148 on the November ballot as an advisory vote.

The relocation fees portion of the ordinance are so damaging to those of us who bought our homes assuming we would have some rental income but also control over who we live with. Let Alameda voters be heard.

Sincerely,

Sharon Alva  
Walnut Street  
Alameda, CA 94501



## LARA WEISIGER

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**From:** Jerry Nussbaum <jerrynussbaum@sbcglobal.net>  
**Sent:** Tuesday, July 19, 2016 5:20 PM  
**To:** Trish Spencer; Frank Matarrese; Jim Oddie; Marilyn Ezzy Ashcraft; Tony Daysog  
**Cc:** City Clerk  
**Subject:** Re: Ordinance 3148

Dear Mayor Spencer and Council members,

Please put City Ordinance number 3148 on the November ballot as an advisory vote.

Thank you.

Sincerely,  
Jerry Nussbaum  
**Real Estate Broker**  
Kane & Associates  
Direct: 510-522-0968  
[KaneandAssociatesRealtors.com](http://KaneandAssociatesRealtors.com)  
CalBRE 01220710

