May 15, 2017

Honorable Mayor and City Council Members
2263 Santa Clara Avenue
Alameda, CA 94501
Via email to clerk@alamedaca.gov

Dear Mayor and City Council Members:

I do not understand why you are considering making changes to the current Rent Stabilization and Limitations on Evictions Ordinance that are in direct conflict with the clear message sent during the past election by the resounding defeat of Measure M1 and the passage of Measure L1. We all understand that each of you has been elected to the council and thereby given certain powers including that of making changes to ordinance 3148. What baffles me is that as citizens charged to represent all of us you may go against the "will of the people" in a matter that does not warrant such action.

As the total number of registered voters in Alameda is almost equally split between tenants and homeowners, it is clear from the election results that an overwhelming number of tenants did NOT vote for Measure M1. Thus, the concept rings false that tenants must be more strongly represented by Council for some reason such as being either greatly outnumbered or somehow disenfranchised. Nor is there an apparent emergency calling for a change that goes against the will of the voters. There is no question what the voters decided, yet the Council is somehow second guessing that and contemplating using their power to change the outcome of the election.

It appears that there is an effort underway to get M1 in place even though Alamedans do not want it. It concerns me that council may move in that direction when many people are not paying close attention to local politics. Alameda voters believe their intent last November was unambiguous and trust in their City Council to abide by their mandate.

Thank you for your time.

Sincerely,

Mary Jacak
Alameda, CA 94501

LARA WEISIGER

From: Alan Teague <alan@alameda.morphdog.com>
Sent: Monday, May 15, 2017 8:47 AM
To: Trish Spencer; Malia Vella; Marilyn Ezzy Ashcraft; Frank Matarrese; Jim Oddie
Cc: LARA WEISIGER; Alan Teague
Subject: Public Comment on amendments to Ordinance 3148

Dear Mayor, Vice Mayor and City Councilmembers,

I am an Alameda resident and provide housing for four other families on my property. I have read through the various changes being proposed and have the following feedback and suggestions. For your convience, I've ordered these items based on the Ordinance sections not on my thoughts on relative importance.

6-58.15 Capital Improvement Plan:

Changing of this text to place the approval on the Program Administrator instead of on the Building Department Permit process significantly complicates and increases the costs associated with capital improvements. What is the criteria for the Program Administrator to use for the approval process?

6.58.18 Housing Units not Subject to this Article Section I (6-58.15 U Primary Residence)

Contradicts the definition of Housing Unit and should be changed to use "Primary Residency" instead of "Primary Residence" and the definition of Primary Residence should be split into two definitions, one for Primary Residence and one for Primary Residency. Something like:

6-58.15 Primary Residence: "Primary Residence" means a Single Dwelling Unit, Condominium or Stock Cooperative for which the Landlord must be the property owner and the residence is one in which the Landlord has established as the Landlord's Primary Residency.

6-58.15 Primary Residency: The residence in which the Landlord carries on basic living activities for at least six months of the year, the indicia of which include, but are not limited to, (i) the Landlord has identified the residence address for purposes of the Landlord's driver's license, voter registration or filing tax returns, (ii) utilities in the name of the Landlord are billed to the residence address and (iii) the residence address has a homeowner's property tax exemption in the name of the Landlord.

6-58.55 Information in and Service of the Notice of the Availability of Rent Review Procedures or the Request for the Committee to Review a Rent Increase.

Placing an undefined burden of proof on the Landlord for the serving of any notice required makes complying with Ordinance more difficult. I recommend that the Ordinance direct the Program Administrator to provide a standard and required form for 6-58.60 and 6-58.65 which combines the rent increase notice with the required text. This simplifies the process for everyone. The Landlords print out the form, complete it, and distribute the document as required. As they are combined, there is no need for an extra burden of proof.

6.58.105 Petitions and Requests for City Council Review Filed by Tenants Following the Committee's Decision Section E

A specific time-frame needs to be specified for filing the request for a City Council Review. Section C specifies 15 calendar days for a petition to be filed, the same thing should be added into this section.

6-58.110 Burden of Proof for the appeal.

This should not be changed. The burden should be on the party appealing the action. Placing the burden always on the Landlord undermines the authority of the RRAC and does not follow normal decision - appeal processes where an appeal is not a re-trial but an evaluation of whether the initial trial was done correctly.

6-58.150 Section A / 6-58.155 Section C

While the nebulous definition of "willful actions of the Tenant" could be struck, the exclusion for vacating due to fire flood, etc. should not be removed. This places an undue burden on the Landlord and I do not know of any insurance policy that covers relocation fees.

6-58.150 Required Payment of a Relocation Fee

Tenants have no incentive to turn over possession by the agreed upon date. If they stay, not only is the landlord paying the relocation fees but they must also pay for the unlawful detainer lawsuit. This is unfair. The Tenant specifies a date in writing when they will vacate and they should be held to this date. This section should add a clause similar to the following:

If the Tenant retains possession of the Rental Unit beyond the date the Tenant specified in writing as their vacating date, then the Tenant loses their right to all of the relocation fee and the Landlord has the right to pursue collection of any amounts already distributed to Tenant.

6-58.170 Program Fee Section A

The "need not" should be "will not" as including this amount in the calculation of the Maximum Increase is not optional.

Regards,

Alan Teague