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We have not heard anything about where the 'sold' situation is at, who the new owners are, what they plan to do with the existing tenants. All we have are rumors of worst case scenarios and lots of people wandering in and out of the apartments and building.

Please protect us from 'unjustified' or 'non-cause' evictions.



Vi Brown & BB  
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Submitted by John McKee  
Rec'd - E  
5/18/17

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# Assembly California Legislature



**ROB BONTA**  
ASSISTANT MAJORITY LEADER  
ASSEMBLYMEMBER, EIGHTEENTH DISTRICT

COMMITTEES  
APPROPRIATIONS  
COMMUNICATIONS AND CONVEYANCE  
GOVERNMENTAL ORGANIZATION  
HEALTH

April 13, 2017

Bonta Statement in support of "Just Cause" evictions in Alameda:

"We are in a housing affordability crisis. Families are being displaced and pushed out. People cannot afford to live in the communities where they grew up. Workers are having to drive greater distances to their jobs because they can't afford to live where they work. Our friends and family cannot live in the communities that they love. We are in a state of emergency that requires "all hands on deck" to act-- and act boldly-- including all levels of government, the private sector, and our non-profit and faith-based communities.

"While I work with my colleagues in the State Legislature on a two-part approach to increase housing supply and protect tenants where they currently live, local governments, including the City of Alameda, can take a critical step to protect their residents: Ending "No Cause" evictions and allowing only for "Just Cause" evictions.

"Adoption of a Just Cause eviction policy in the City of Alameda will create a basic protection that will allow residents to live without constant fear of being evicted. And it will end the chilling effect that No Cause evictions have on residents when they want to ask a landlord to make a valid repair or seek some other kind of legal tenant protection.

"Without action, Alameda will continue to lose its affordability, and many more of our neighbors-- including middle-wage earners like teachers and healthcare professionals-- will be forced to leave. If this occurs, Alameda stands to lose part of the diversity that makes our community vibrant and culturally rich.

"So action must be taken. I strongly encourage the Alameda City Council to reexamine Ordinance 3148 to make it more effective in protecting tenants and stabilizing the rental housing market. One important amendment that should be adopted is ending No Cause evictions and replacing it with evictions only for Just Cause."

*Submitted by Fred Pinguel*



Printed on Recycled Paper

*Re. 6-E*

*5/16/17*

**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.

Submitted by Alan Teague  
Re: 6-58.150 5/16/17

**The following statement in support of 470 Central tenants and all tenants impacted by no-cause and no-fault evictions is signed by the following Alameda faith leaders: Rev. Michael Yoshii, Rev. Laura Rose, Rabbi Barnett Brickner, Pastor Teresita Valeriano, Sister Patricia Nagle, and Imam Musa Balde.**

Last year in September, we, the undersigned faith leaders, gathered outside 470 Central Avenue on Alameda's West End. We stood with long-time residents, elders, people with disabilities, and children. We stood with our neighbors on the verge of being displaced from their homes for no fault of their own.

Those tenants decided to fight back, and they won. But several families are facing eviction again. They are forced again to decide: fight for their homes, or leave the city their families call home.

All of our faiths hold that decent, safe, and affordable housing is a human right. We also understand that the human right to have safe, affordable, and secure housing can coexist with the right to own private property in a just, fair, and compassionate community. Furthermore, we believe we can work together to build a society that respects the rights of all.

Current rental policy allowing for "no cause" evictions impacts the most vulnerable among our community. We strongly urge the city council to eliminate this clause to create a more just and fair policy for all.

It is our hope that elected officials and our city's public agencies will move to ensure that the housing needs of all residents – especially poor and vulnerable people and their families – are supported.

The Holy One in Whom we all believe and call by different names stands with our neighbors who are threatened with the loss of their homes and communities. And we, the undersigned faith leaders, call for the restoration of justice, at last, and for compassion, here and now.

Thank you.

Submitted by Austin Tan  
Re: 6-E  
5/16/17

## Eviction Report

*Prepared by the Alameda Renters Coalition*

*Current as of May 15, 2017*

The Alameda Renters Coalition intends for this report to supplement existing data regarding evictions gathered by the Alameda Housing Authority.

### Active, past, and potential cases to know about

1. 470 Central Ave. (3 units now; more during next 12-month period)
  - a. Three 60-day no-cause eviction notices issued on May 3, 2017 by hired security guards
    - i. Notices affect families with children in Alameda public schools
  - b. According to tenants, AHA ruled the notices valid
2. 1602 Sherman Ave. (4 units)
  - a. At least one unlawful no-cause eviction of a tenant (single mother with a young child)
    - i. Improper notice period and no relocation paid to tenant
    - ii. Tenant will submit request for review at May 16 council mtg and to AHA
    - iii. Tenant moved to San Leandro
  - b. Verbal threats of eviction to current tenant who will also be at the May 16 meeting
  - c. Documented code violations at building, including mold
3. 1551 Santa Clara Ave. (4 units)
  - a. Proposal submitted to Planning Department to redesign building (PLN17-0175)
  - b. Landlord has made verbal threats of eviction to long-time tenants of 22 years

### Recent building sales

*A no-cause eviction is a key way for new ownership to remove long-term tenants paying affordable, below-market rents. These are at least two buildings, with 27 households total, facing sales.*

4. 2510 Central Ave. (18 households)
  - a. See attached statement from long-time tenant, Vi Brown
5. 1810 Alameda Ave. (9 households)

### No-fault eviction cases

*Across the Bay Area, owner move-in evictions are on the rise, including in Alameda. Here are two examples worthy of investigation.*

6. 1110 Buena Vista Ave.
  - a. Landlord previously evicted one tenant through unlawful no-cause eviction that was later corrected by AHA after advocacy to council
    - i. Tenant moved outside Alameda
  - b. Latest eviction of different tenant is an owner move-in after documented harassment and intimidation.
  - c. Unit is listed on Hotpads for rent for \$2,560, more than double the previous rent
  - d. Tenants, both seniors, are currently living in a motel

*Submitted by Eric Strimling  
Re: 6-E 5/16/17*

7. 1537 Schiller St.

- a. Recent owner move-in eviction of one tenant
- b. Building is listed for sale, a questionable move after an owner move-in eviction

**Vi Brown's story (2510 Central Ave.)**

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Please protect us no-cause evictions as we go through this sale and hopefully remain in our homes.

Hi Eric, here's our story. Please keep me anonymous. Thank you.

After 10+ years of tenancy at our 2 bedroom/1 bath apartment (1 of 2 units in the building), no capital improvements to the property, and a few modest rent increases, we received communications from our landlords last Spring stating that they would have to bring us up to market rate at the end of the year, or be “forced” to sell the property. They cited the potential rent control measure on the ballot as their primary reason for this decision. We waited it out, and then received notice in the Fall that they were submitting a rent increase of 50%. This increase was submitted to the rent review board, but they asked to discuss with us in person and try to “work it out” before the hearing. They stated that they preferred not to have to go to the hearing. We met with them in advance of the hearing date, we were told that if we didn’t accept the increase, that they would probably have to evict us, since an eviction would cost them same amount as the difference in the rent they wanted and what were trying to negotiate (we were trying to settle on a 20% increase). In the end, they wouldn’t budge on the 50% monthly rent increase, but we were able to negotiate free rent for the last three months in 2016, and a 18-month lease (they wanted 1-year). We chose to go this route rather than fight it, one to stay on “good terms” with them, and also to maintain some stability for our daughter, who we wanted to keep at the neighborhood school through 5th grade. Also, we did not want our finances or other personal information to become part of the public record. This has been incredibly stressful. As renters in Alameda, we are in constant fear of a potential eviction and do not feel any sense of housing security. We are afraid to complain about the small issues, and tend to fix/pay for things ourselves, or “make due” with the various issues on the property. After being a resident of Alameda, choosing local schools, spending our money at local businesses for 20 years now (we lived in a different property before this one), I am now strongly considering moving from this town. Although we both have great jobs with good income, we don’t have other assets or family money to help us with a home purchase. So we are completely priced out of buying in Alameda. And I don’t feel comfortable renting here anymore. We will be looking for a new town to call home once our current lease is up.

**Lee Williams** I'm facing my second no-fault eviction back-to-back. My last home was the second floor of a duplex, with an entire family living beneath us. The owner sold the building and tried to negotiate something with the new owners so we all wouldn't be displaced. They refused a lease, and sure enough, immediately served us with a move-in eviction notice. I have two small elderly dogs and a cat, and it has always been very difficult finding a place with pets. I have NEVER been able to find a place for my little family in less than 3 months, so 60 days is not enough time. I was lucky last time and a room opened up in my current house. I just had to move all my stuff into storage and sleep on a couch for a month. Luckily also, I had some friends that were willing to take me and my small family in for that time. I found out that shortly after we were forced out, so was the entire family below who had lived there for something like 10 years on a very low income. And now, I'm facing my second eviction. Rents have skyrocketed in Alameda, and I am a single woman and student with pets and no car living on a very meager income. My situation is bleak and my stress level is unbearable. I wake up in tears every day before I resume my hopeless searching for a home. This rash of no-fault evictions is greedy and inhumane.

**Kristin Peterson** My triplex was sold in Jan 2016. After a few months I was told that my rent would need to increase by about 40%, when I protested my landlord threatened to move a family member in. We finally agreed on a 33% increase, but she refused a 2 year lease. She later presented me with the "most illegal rental agreement" the attorney I hired had ever seen. Thankfully the attorney was willing to see me on a sliding scale and negotiated a legal contract with a 2 year term. If it hadn't been for the attorney I would be out of a home in July.

**Eli Hudson** I've shared my story before but will happily again. 2 years ago our landlord raised our rent 50%. That was 2 months after raising it 10%. We had to move out of our home of 8 years and were really worried we would have to leave alameda. We didn't want to leave my sons school and love our community. We were "lucky" enough to find a 500 square foot house for the same rent we were paying before for a 3 bedroom. We are still renters and still very insecure about our housing situation.

**Yolanda McCormack** We've lived in our 2bd apartment for 11 years with our now 15 year old daughter. Anytime we need a simple repair or complain about something, our landlord will start warning us that he may need to move into our apartment. Nevermind that he owns several EastBay properties...he will have to displace my family. For this reason, we do most repairs ourselves and at our own expense. It's not worth the stress of uprooting my family from Alameda. There is no way we could stay in Alameda if forced to move.

**Joy Moore** My landlords decided to move into my apartment (they had been living downstairs). I offered to triple my rent to match market (I was paying a very low rent because when I moved in the apartment needed a lot of work and I lived through 3 years of them doing the work piecemeal.) They said no. They did give me a few months to find a place but I was unemployed and while I could pay rent because of savings, new landlords wouldn't touch me. I moved into the extended stay for \$4000 a month and was there for 4 months before I landed a job that Summer House would accept. I used every last bit of my savings to move in. My rent is 5x what it was in my first place and it just went up 4.9%. I am fortunate in that I landed a great job shortly after moving in and I also landed a great apartment in a complex that has a bad reputation. But most people are not as fortunate as I have been...I came very close to being fully homeless. Oh my landlords? They moved into my apartment so they could rent their apartment for \$5,000 a month (2 bedroom.)