



**Housing
Authority of the City of Alameda**
Rent and Community Programs

PHONE (510) 747-4346
FAX (510) 864-0879
rrac@alamedahsg.org
www.alamedarentprogram.org

701 Atlantic Avenue • Alameda, California 94501-2161

• FORM RP - 07 •

**Landlord Response to Tenant Request
For Review of a Rent Increase Equal to or Less Than 5%**

Contact us if you need translation services or reasonable accommodations due to disabilities.

PURPOSE

A landlord should use this form to respond to a tenant's request for review of a rent increase of 5% or less.

REQUIRED DOCUMENTATION

In addition to this form, additional supportive documentation is recommended.

RENT REVIEW ADVISORY COMMITTEE (RRAC) AUTHORITY

RRAC decisions regarding the allowable amount of the rent increase are non-binding when the rent increase offer is 5% or less.

The RRAC does not provide legal advice. Landlords and tenants are responsible for seeking the advice of legal counsel on any matters related to their specific circumstances.

FOR YOUR INFORMATION

- The completed form and accompanying documents will be provided to the tenant and Rent Review Advisory Committee (RRAC) prior to the scheduled RRAC hearing.
- This form becomes a public record when submitted and is subject to disclosure under the California Public Records act and the City of Alameda's Sunshine Ordinance.
- The tenant and landlord have the option of reaching a mutually agreeable arrangement prior to a scheduled RRAC hearing by submitting written acknowledgment of the agreement (Form RP-05).

Contact Information

Tenant Information:

Name(s): LaVar Gray and Michelle EsguerraUnit Address: 2157 San Jose Ave. #B, Alameda

Phone: _____ Email: _____

Landlord Information:

Name(s): Gallagher & Lindsey Property Mgmt IncUnit Address: 1406 Webster Street, Alameda CA 94501Phone: 510-522-3322 Email: lisa@alamedarentals.com

Rent Increase Information

1. What is the requested rent increase?

Amount of rent increase:

Current monthly rent:	\$ <u>1950.00</u> (Value A)	}	\$ <u>95.00</u> (Value C)	<u>.0487</u> %
Monthly amount of rent with the requested increase:	\$ <u>2045.00</u> (Value B)		Value B – Value A	Value C ÷ Value A

2. Are there different rent increase rates for month-to-month vs. one-year lease options?

☒ No

Yes, Month-to-month

One-year lease

Rent increase offer: \$ _____ Rent increase offer: \$ _____

3. What date was the notice served on the tenant? 05 / 31 / 2018

Month/ Day/ Year

4. What is the effective date of the rent increase? 07 / 01 / 2018

Month/ Day/ Year

5. How was the rent increase notice served? In-Person _____ Post & Mail XXX

Other (please specify) _____ all increases are both delivered and mailed

Rent History

6. Is the current tenancy under a lease (or other written rental agreement) or a month-to-month agreement?

☐ Lease ☒ Month-to-month

7. What is the start date of tenancy? 03 / 04 / 2017 Total years of residency 1
Month/Day/Year

8. Rent Increase History

Rent Increase Effective Date	Rent Increased From (Value D)	Rent Increased To (Value E)	Increase Amount (Value F) <i>Value E - Value D</i>	Increase Percentage <i>Value F ÷ Value D</i>
<u>07</u> / <u>01</u> / <u>2018</u>	\$ 1950.00	\$ 2045.00	\$ 95.00	%
<u> </u> / <u> </u> / <u> </u>	\$	\$	\$	%
<u> </u> / <u> </u> / <u> </u>	\$	\$	\$	%
<u> </u> / <u> </u> / <u> </u>	\$	\$	\$	%

9. Have you ever filed a request for RRAC review of a rent increase above 5% for this property?

☒ No ☐ Yes

Property Information

10. Does the landlord participate in the Section 8 Housing Choice Voucher program for this unit?

11. In the past 12 months, has the building changed ownership?

☒ No ☐ Yes

12. Is the unit any one of the following: a) a single-family home (built anytime), b) a condominium (built anytime), or c) a unit in a multi-unit building that was built after February 1995?

☒ No ☐ Yes

13. Number of units in building 5 Stories 2

14. Unit Details:

- Number of bedrooms 2 Bathrooms 1
- Current number of occupants: Age 0-17 1 Age 18-61 2 Age 62+

15. Please check any housing services offered at the unit

- Gas ☒ Water ☒ Electricity ☐ Garbage ☒ Recycling ☐ Pet rent ☐
- Off street parking ☒ Garage parking ☐ Elevator ☐ Building security ☐
- Pool ☐ Furnished ☐ Other:

16. Are there any housing services that were included in the rent before the rent increase, but are now being charged separately from the rent amount?

☒ No ☐ Yes, (please specify)

Reason(s) for the Rent Increase Request

17. Please provide a written statement (as an attachment to this form) explaining the reason(s) you are requesting a rent increase above 5%. You are highly encouraged to submit supportive documentation to substantiate your statements.

Factors considered by the RRAC may include, but are not limited to:

- The frequency, amount and the presence or absence of prior rent increases
- The landlord's costs of operation
- Any change in housing services (as defined in section 6-58.15.M, AMC) since the last rent increase
- The financial impact on the tenant
- The landlord's interest in earning a just and reasonable rate of return

For more information on the review process, visit www.alamedarentprogram.org/about-rrac.

Mediation Request

18. Would you like to schedule private mediation for this rent increase?
(This service is provided free of charge.)

☐ No ☐ Yes

We are open to this option.

Declaration

I declare (or certify) under penalty of perjury under the laws of the State of California that:

1. The information on this form is true and correct to the best of my knowledge and belief.
2. Any and all attachments I have included herewith are either the originals or true and correct copies of the originals.
3. The request for a rent increase is in compliance with City of Alameda regulations.

4. This declaration (certification) was executed on June 28, 2018 at 1406 Webster Street, Alameda.

Date

Place

Lisa Fowler

Print Name

Lisa Fowler

Signature

Signatory must be someone with authority to bind the owner under penalty of perjury.

Hi Michelle and Lavar,

I tried reaching both of you by phone, and got a "mailbox full" message on Michelle's number; "not in service" message on LaVar's. So I'm reaching out to you by email. We have received notice of the requested RRAC hearing, and I wanted to communicate a couple of things to you.

I will be sending the requested Landlord response to the Rent Program Specialist as requested. Response will include that the hearing date of August 6th does not work for G&L. We have never been unable to work out a hearing date, so I'm not sure what the procedure is in that circumstance. The paperwork does also ask if we would agree to a pre-RRAC mediation, so possibly we could figure out a date for that before August 6th.

We are usually able to work out some kind of compromise prior to the RRAC hearing, and I would also be willing to meet with you informally if you have any interest in doing that. I don't want to waste anybody's time - yours or mine - so I do want to say up front that we won't be able to agree to rent of \$1800.00, with or without a garage (this is the amount you entered in your form as "maximum amount of rent increase that you believe is reasonable for your unit") Please do let me know if you are interested in talking about a reasonable compromise.

The contact numbers we have for you are:

Lavar (message said not in service)

Michelle (mailbox full)

If you have updated numbers, please let me know so I can update our records.

Best regards,

Lisa Fowler

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Lisa Fowler, Senior Property Manager
CA Real Estate License #01033512
Gallagher & Lindsey Property Management Inc.
1406 Webster Street, Alameda CA 94501
O 510-748-1799 / C 510-520-3451 / F 510-521-7272

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June 27, 2018

Attachment to Form RP-07 Landlord Response To Tenant Request
For Review of a Rent Increase Equal to or Less than 5%

Submission #1055

Tenant's statement is correct, that the apartment was advertised with a garage. Of five garages that are on the property, only two are available to be assigned to tenants. The advertisement was an error by our office.

Tenants moved in March 4, 2017. While posting the July rent check, I saw the tenant had written in the "memo" space "No Garage, no fumigation." I followed up with a member of my team. He said the "no fumigation" comment was not accurate; the "no garage" comment was accurate. He further noted "_____ (rental agent) used information on the old lease instead of asking; told tenants they had an off-street parking space until a garage was available to be assigned to them." Copy is attached – redacted to remove bank account and other confidential information.

I can understand the frustration of having rented a place believing that it came with a garage, and later being told that a garage was not available. This happened due to an honest mistake by one of our team members. The exchange noted above is the last I heard on the subject. If we had a garage available, we would be happy to assign it to these tenants. We do not have an available garage and have no idea when or if that will happen.

When I did the rent increase, I did not recall any of this. I would be happy to talk with the tenants if they are interested in a reasonable compromise. On their RRAC paperwork, they have listed that they believe \$1,800.00 with a garage is the highest rent they believe is fair for the unit. We are not able to work with that.

Tenant Ledger

LaVar Grey
Michelle Esguerra
2157-B San Jose Avenue
Alameda, CA 94501

Date: 07/07/17
Tenant Code:
Property:
Unit: B
Status: Current
Rent: 1,950.00
Deposit: 2,150.00
Move In Date: 03/04/17
Move Out Date:
Due Day: 1
Tel# (O):
Tel# (H):

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
03/03/17	Deposit	2,150.00		2,150.00
03/03/17	chk# 3056021292 Move-In:		1,075.00	1,075.00
03/04/17	Rent for 28 Days	1,820.00		2,895.00
03/07/17	chk# 3056021438 balance security deposit		1,075.00	1,820.00
03/07/17	chk# 178		1,820.00	0.00
04/01/17	Rent	1,950.00		1,950.00
04/10/17	chk# 152 Michelle Esguerra (tesgmi02)		1,950.00	0.00
05/01/17	Rent	1,950.00		1,950.00
05/08/17	chk# 155 Reversed by ctrl#264541		1,950.00	0.00
05/12/17	NSF check charge	25.00		25.00
05/12/17	Late fee due to NSF	50.00		75.00
05/12/17	chk# 155 NSF receipt Ctrl# 264188		-1,950.00	2,025.00
05/18/17	chk# 158 Michelle Esguerra (tesgmi02)		2,050.00	-25.00
06/01/17	Rent	1,950.00		1,925.00
06/05/17	chk# 169 Michelle Esguerra (tesgmi02)		1,950.00	-25.00
07/01/17	Rent	1,950.00		1,925.00
07/06/17	chk# 159 Michelle Esguerra (tesgmi02)		1,950.00	-25.00

MICHELLE ESGUERRA / L. Grey
410 SANTA CLARA AVE APT D 2157 B #B
ALAMEDA, CA 94501

159
90-7526/3211
56

Date: 7/5/2017

Pay to the Order of: Gallagher & Lindberg
\$ 1950.00
nineteen hundred fifty 00/100
Dollars

Golden1 Credit Union golden1.com

For: No garage fumigation

Photo Safe Deposit Details on back

AP

True? Is she supposed to

Current 30 Days 60 Days 90 Days Amount Due

0.00 0.00 0.00 0.00 -25.00

have either or both of these? Fumigation - not true
garage - mis take went by old base instead of asking...
told them to park in back until garage is avail.

Grant Eshoo

From: Lisa Fowler <lisa@alamedarentals.com>
Sent: Tuesday, July 03, 2018 6:56 PM
To: Michelle Esguerra
Cc: ; Rent Stabilization Program
Subject: Response to statements

Michelle,

I spent some time thinking about how to respond to your email. With email you lose voice and facial cues, so sometimes things don't come across as they were intended. Ultimately I decided to respond by email because I am really hoping we can agree on something that is fair and move forward.

We now know to whom each garage is assigned. There is no garage that can be assigned to you. We have no available garage. If we did, we would long ago have assigned it to you. The listing was incorrect because the rental agent made a mistake.

You are the only tenants who received an increase at this time because we do not give increases more frequently than once in 12 months. The other residents of your building are on a different schedule. I don't have records in front of me to check, but I believe their anniversary dates are in March. No retaliation. Just scheduling.

I did not understand that you still had an outstanding issue until I read the paperwork from the RRAC. There is a note in your file, because I saw you had written on your rent check a couple of months after you moved in, in the "memo" space, "no garage." I left a note for Joe asking about this and he replied that there was no garage; rental agent made an error, and they had communicated to you that you had an off-street parking space; next available garage would be assigned to you. So that was my understanding until I saw your paperwork from the RRAC.

I said I did not want to waste anyone's time specifically in reference to your written statement that you believe you should pay \$1800/month and have a garage. That is not supported by anything, especially market rent comparisons. I am sorry that there was an error when you rented the apartment, and would like to reach an agreement with you, but \$1800 is not a fair rent for your apartment. If you aren't open to a compromise a meeting wouldn't be a productive use of time.

I offered to meet with you because usually we are able to work things out directly with our tenants. Let me know if you want to talk with me. If you don't, I have no problem with a pre-RRAC mediation.

Sent from my iPhone

On Jun 28, 2018, at 8:18 PM, Michelle Esguerra < > wrote:

Dear Ms. Lisa Fowler,

We prefer to keep all communication with G&L in writing based on past experiences of inaccurate information or failure to follow-up.

I see below that you acknowledged that we have not been provided with our garage per our written lease agreement. Please advise how G&L proposes to rectify the breach of contract to

avoid any possible legal matters. We are trying to avoid initiating a legal action as we feel that we are retaliated against for any complaint we may have and we try our best not to make complaints. In fact, after discussion with our neighbors, we have discovered that we are the only one that is receiving a rent increase and would like to know why.

We will agree to meet with you, but the conversations need to be recorded as we have been neglected and mistreated in the past by your office. I appreciate that you would not like to waste anyone's time, but understand the implications caused when G&L failed to, neglected to, and therefore, refused to provide the garage that was offered, considered, and agreed to in our contract.

Also, please check your business records to identify to whom each garage is assigned to and compare it with their leases. I believe this would be the fastest and most efficient way to identify which garage is referred to in our lease.

Unfortunately, we have been met with untruths and resistance instead of cooperation in regards to an amenity that was promised, but never identified or possession delivered. In fact, it has been over a year that we have been waiting for any definitive communication from your office regarding the garage.

Please be advised that we noticed that it was not until we involved RRAC that G&L felt the need to address our issues and/or rectify the issue.

I am changing the subject of the email from "rent inceases, etc." to "Proposed rent increase/G&L Breach of Contract" to address the main issues that we will be negotiating.

Thank you,
Michelle & Lavar

From: Lisa Fowler <lisa@alamedarentals.com>

Sent: Thursday, June 28, 2018 6:33 PM

To:

Subject: rent increase, etc

Hi Michelle and Lavar,

I tried reaching both of you by phone, and got a "mailbox full" message on Michelle's number; "not in service" message on LaVar's. So I'm reaching out to you by email. We have received notice of the requested RRAC hearing, and I wanted to communicate a couple of things to you.

I will be sending the requested Landlord response to the Rent Program Specialist as requested. Response will include that the hearing date of August 6th does not work for G&L. We have never been unable to work out a hearing date, so I'm not sure what the procedure is in that circumstance. The paperwork does also ask if we would agree to a pre-RRAC mediation, so possibly we could figure out a date for that

before August 6th.

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If you have updated numbers, please let me know so I can update our records.

Best regards,
Lisa Fowler

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