



**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-04** •
Landlord Request for a Rent Increase Above 5%

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

PURPOSE

A landlord must use this form when serving a tenant with a notice of a rent increase above 5%. This form initiates the required review by the Rent Review Advisory Committee.

REQUIRED DOCUMENTATION

In addition to this form, the following documentation is also required:

- A copy of the full rent increase notice, including attachments, that was served on the tenant. The notice must demonstrate that the required text from section 6-58.65, AMC (Attachment RP-03) was served on the tenant.
- Proof of ownership interest in the property by the person who will attend the RRAC hearing. Attach documentation (e.g., copy of vesting deed, tax statement, etc.) demonstrating that the person attending the hearing is an owner. If the rental unit is owned by an entity, attach documentation (e.g. partnership documents, or a resolution demonstrating that the person attending the hearing has the lawful authority to bind the entity under penalty of perjury).

DEADLINE

The required documents must be filed with the RENT STABILIZATION PROGRAM (via fax, email or mail) within fifteen (15) calendar days after service of the rent increase notice on the tenant.

RENT REVIEW ADVISORY COMMITTEE (RRAC) HEARING SCHEDULE

Valid rent increase documents filed by the 10th of the month will be scheduled for a RRAC hearing on the first Monday of the following month. This schedule may vary depending on volume.

RENT REVIEW ADVISORY COMMITTEE (RRAC) AUTHORITY

RRAC decisions regarding the allowable amount of the rent increase are:

- Binding for all multi-family units built before February 1, 1995 when the rent increase offer is above 5%.
- Non-binding when the rental unit is exempt as set forth in Section 6-58.135 of the AMC.

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

- This form becomes public record when submitted and is subject to disclosure under the California Public Records Act and the City of Alameda's Sunshine Ordinance.
- A rent increase is not eligible for review by the RRAC if the tenant's rent is regulated by federal law or by regulatory agreements between the landlord and (a) the City, (b) the Housing Authority, or (c) any agency of the State of California or the Federal Government.
- When a landlord is seeking a rent increase above 5% based on capital improvements, the RRAC will not review the rent increase. A Capital Improvement Plan must be submitted instead. Please contact staff for more information on Capital Improvement Plans.

PROCEDURE

Notices that meet compliance with Ordinance no. 3148 will be scheduled for a RRAC hearing:

- the landlord will receive a notice to appear at a RRAC hearing
- *a person with ownership interest in the property must attend the RRAC hearing. If such person does not attend, the rent increase will be void.*
- the tenant will receive a copy of this form and a notice to appear at a RRAC hearing
- free and private mediation is made available, upon request

After a notice is affirmed by the Rent Stabilization Program to be in compliance with the Ordinance, the tenant and landlord have the option to reach a mutually agreeable amount of rent increase prior to the scheduled RRAC hearing. Written acknowledgment of the agreement must be submitted using Form RP-05.

Contact Information

Tenant Information:

Name(s): SCOTT AND HOLLY HARRISONUnit Address: 1540 COURT ST., ALAMEDA, CA 94501

Phone:

Email:

Person with ownership interest who will attend the RRAC meeting*:

Name(s): DAVID ARMITAGEUnit Address: 1540 COURT ST., ALAMEDA, CA 94501Phone: 717-802-5943Email: ARMITALL@HOTMAIL.COM

*If the rental unit is owned by an entity, a person from that entity who has the lawful authority to bind the entity under penalty of perjury must appear at the hearing.

Rent Increase Information

1. What is the requested rent increase?

Current monthly rent: \$2,400 (Value A)Monthly amount of rent
with the requested increase: \$4,200 (Value B)

Amount of rent increase:

\$1,800 (Value C) 75 %

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

Rent increase offer: \$4,200

One-year lease

Rent increase offer: \$4,500

3. What date was the notice served on the tenant?

6 / 1 / 18
Month/ Day/ Year

4. What is the effective date of the rent increase?

9 / 1 / 18
Month/ Day/ Year

5. How was the rent increase notice served?

In-Person _____ Post & Mail _____
Other (please specify) BY MAIL

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? 11 / 10 / 06 Total years of residency 11
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) Value E - Value D	Increase Percentage Value F ÷ Value D
<u>9 / 1 / 14</u>	<u>\$ 2,225⁰⁰</u>	<u>\$ 2,400⁰⁰</u>	<u>\$ 175⁰⁰</u>	<u>7.865 %</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 1 Stories 2

14. Unit Details:

- Number of bedrooms 3 Bathrooms 2
- Current number of occupants: Age 0-17 2 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 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. The landlord has the burden of proof to demonstrate the need for a rent increase in excess of 5%.

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

Declaration

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

1. The information in 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 20 JUNE 2018 at NEPTUNE BEACH, FL.
Date Place

DAVID M. ARMITAGE
Print Name

DAVID M. ARMITAGE
Signature

Signatory must be the owner. If the property is owed by an entity, the signatory must be someone with authority to bind the entity under penalty of perjury.

My wife and I purchased 1540 Court Street and lived in it in the early 1990s when I was stationed in Alameda with the U.S. Navy. When the Navy moved us in the late 1990s, we kept the home, thinking it a strong possibility that we would someday return to Alameda, either with the Navy or in retirement. In 2006, we began renting to the Harrisons, the current tenants. The rental was arranged by Harbor Bay Realty at a monthly amount of \$2,225, that they suggested. In the 11-plus years the Harrisons have lived at 1540 Court Street, I raised the rent only once, in 2014 by \$175, to offset rising property tax bills and insurance premiums. In the ensuing years, without any more rent increases, my wife and I knew we were renting for well below market value, but we had not been too concerned because we were both still working, so money was not a tremendously significant issue. However, I just retired without pension from my job as a high school math teacher last June, so we find ourselves in a position of needing to raise the rent and to make up for the lack of increases over the years. According to our research, the increased rent is in line with the market rates for similar homes in the area.

NOTICE OF CHANGE TO TERMS OF TENANCY
(Civil Code Section 827)

TO: Scott Harrison, Holly Harrison,
and all others claiming a right to possession

Premises to which this Notice relates:

1540 Court St.
Alameda, CA 94501
together with any common areas, storage or parking in the tenancy.

YOU ARE HEREBY NOTIFIED that as of September 1, 2018, which is at least sixty (60) days after the service on you of this notice, your month-to-month tenancy of the premises you now occupy will be changed, pursuant to Civil Code Section 827, as follows:

Four Thousand and Two Hundred Dollars (\$4,200.00) per month instead of Two Thousand and Four Hundred Dollars (\$2,400.00) per month as heretofore, payable monthly in advance on the first day of each month. If the period of this notice does not coincide with the rent due date, rent will be adjusted on a pro-rata basis for the month in which the increase goes into effect.

Pursuant to California Civil Code Section 1954.52, this rent increase is not subject to any limitation under City of Alameda Ordinance 3148. The premises is alienable separate from the title to any other dwelling unit or is a subdivided interest in a subdivision as specified in subdivision (b), (d), or (f) of Section 11004.5 of the Business and Professions Code.

You are hereby advised of the text of Form RP-03 v.3.6.18 of the City of Alameda Rent Program, titled REQUIRED TEXT OF THE NOTICE TO A TENANT FOR A RENT INCREASE ABOVE 5%, a copy of which is attached hereto and fully incorporated herein by reference.

Information regarding the NOTICE OF CHANGE TO TERMS OF TENANCY may be obtained from the City of Alameda Rent Program.

Fried & Williams LLP



by William C. Lynn,
Attorneys for Landlords
David and Linda Armitage
1901 Harrison Street, 14th Floor
Oakland, CA 94612
Telephone: 510-625-0100