

Contact Information

Tenant Information:

Unit Address: 3268 Briggs Ave Unit #B, Alameda, CA 94501Name(s): Stella Park

Phone:

Email:

Person with ownership interest who will attend the RRAC meeting:

Address: 200 Creedon Circle, Alameda, CA 94502Name(s): Calvin WongPhone: 510-333-3298Email: cwkips@yahoo.com

Rent Increase Information

1. Current monthly rent: \$1,155 (Value A) } Amount of rent increase:
Requested increased rent: \$1,455 (Value B) } \$300 (Value C) 25 %
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: \$ _____

One year lease

Rent increase offer: \$ _____

3. What is the effective date of the rent increase? 01 / 01 2019
Month/ Day/ Year

4. What date was the notice served on the tenant? 09 / 20 2018
Month/ Day/ Year

5. How was rent increase notice served? In-Person _____ Post and Mail X
Other (please specify) _____

Rent History

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

7. What is the start date of tenancy? 06 / 01 / 2012 Total Years of Residency 5
Month/Day/Year

8. Rent Increase History

Current Rent: Date <u>08/01/16</u> to Present	\$ <u>1,155</u>
Previous Rent Increase: Date <u>06/01/12</u> to Date <u>07/31/16</u>	\$ <u>1,100</u>
2 nd Previous Rent Increase: Date _____ to Date _____	\$ _____
3 rd Previous Rent Increase: Date _____ to Date _____	\$ _____

Property Information

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

10. Is the unit a single-family home, condominium, or a unit in a building for which a certificate of occupancy was issued after February 1995?

No X Yes _____

11. Building Details:

Number of Units in Building 4 Stories 2 Year Built 1959

12. Unit Details

• Number of bedrooms? 8 Bathrooms? 4

• Current number of occupants? Age 0-17 1 Age 18-61 5 Age 62+ _____ ; Pets 2

• Utilities, fees, charges, or services that were included in rent before the rent increase:

Gas _____ Electricity _____ Water X Cable TV _____ Parking X Pet rent _____

Furnished _____ Building Security _____ Pool _____ Elevator _____ Other: _____

✓ Are there any utilities, fees, charges, or services that were included in the rent before the rent increase, but are now being charged separately from the monthly rent?

No X Yes, (please specify) _____

Explanation for Rent Increase

13. Please state the reasons for increasing the rent above 5%. Attach additional pages as needed.

It is highly encouraged to submit supportive documentation to substantiate the statements below.

Note: In deciding rent increases, factors considered by the Rent Review Advisory Committee 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 increases or decreases in housing services (as defined in section 6-58.15.M) since the last rent increase
- the financial impact on the tenant
- the landlord's interest in earning a just and reasonable rate of return on the landlord's property

1. The driveway pathway into the 4 unit building, parking lot, and walking area to the laundry room requires substantial
repair (see photo 1, photo 2 , & photo 3). We inquired about the repair and the amount of the renovation is
\$34,492 (see image 1). The cost is substantial and the property is not making sufficient income to be able to
pay for the renovation. Currently, the 2017 Briggs net operating income is \$182 (see image 2). It will take
over 191 years to be able to pay for this vital renovation. The chance of liability due to injury mandates this
improvement.

2. From June 1, 2012 to July 31, 2016, the rent was \$1,100 (see lease 1) And from August 1, 2016 to present, the
rent has been increase to \$1,155 (see lease 2.) There has no rent increase since we acquired the property on
December 14, 2016. There has no decrease in amenities or services due to the rental increase proposal.

3. I have an interest in earning a just and reasonable rate of return on the my rental property. Currently,
the rate of return is less than 1%. I appreciate RRAC in consideration to help me achieve a reasonable rate of return.

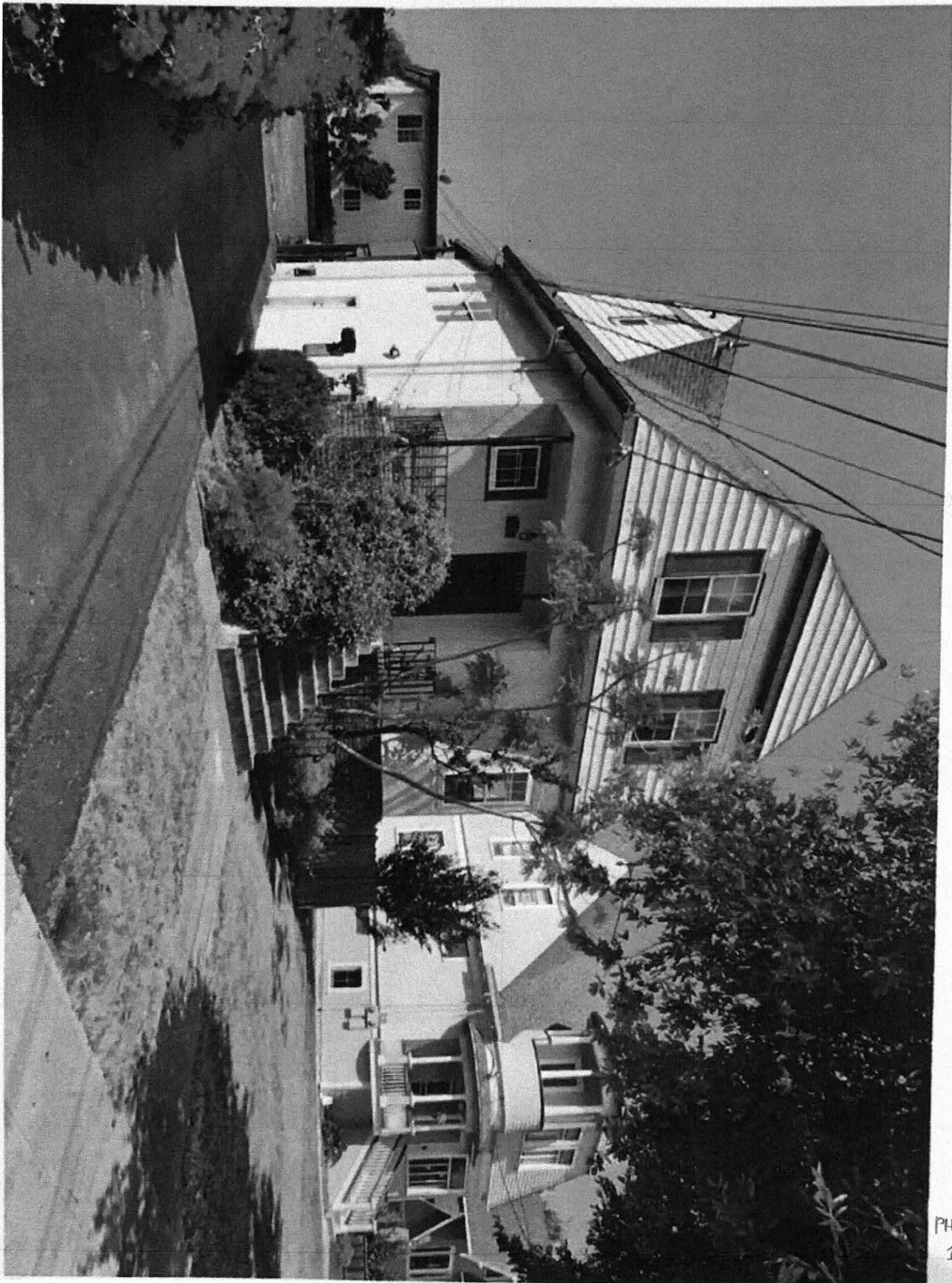
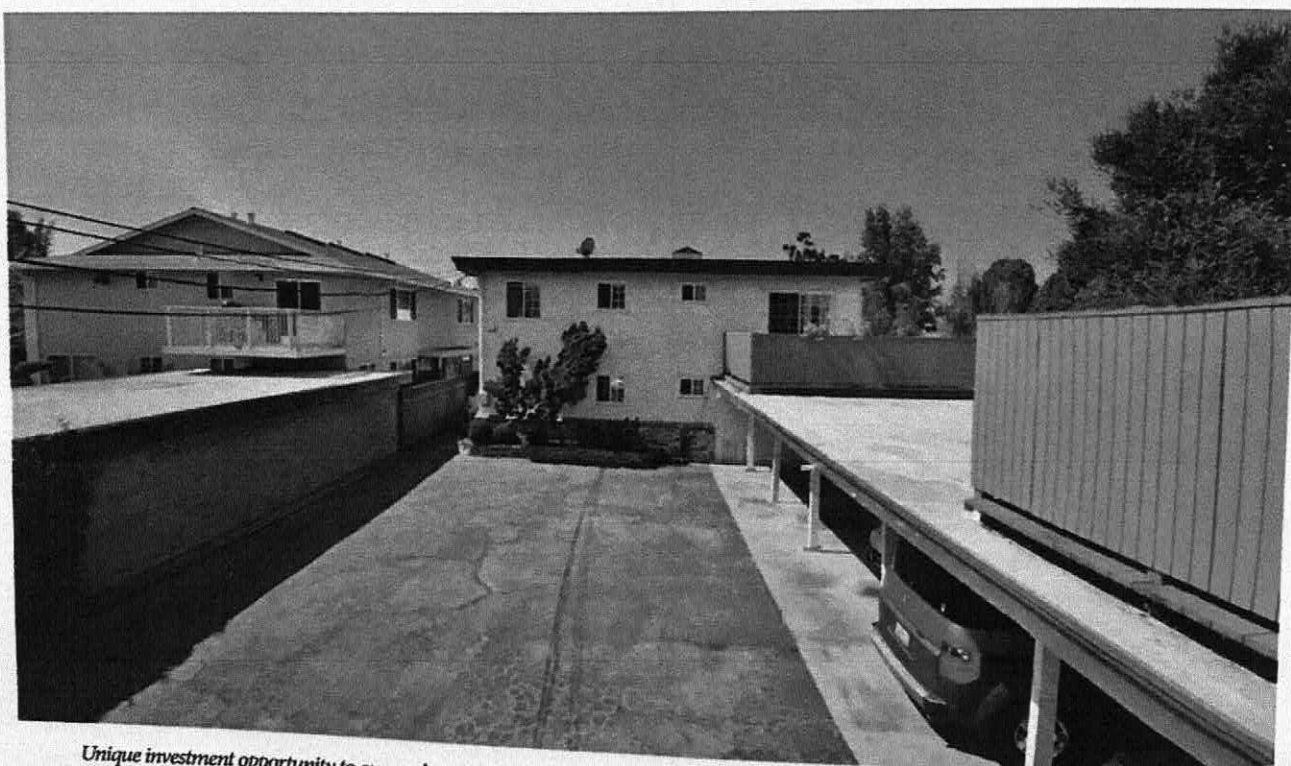
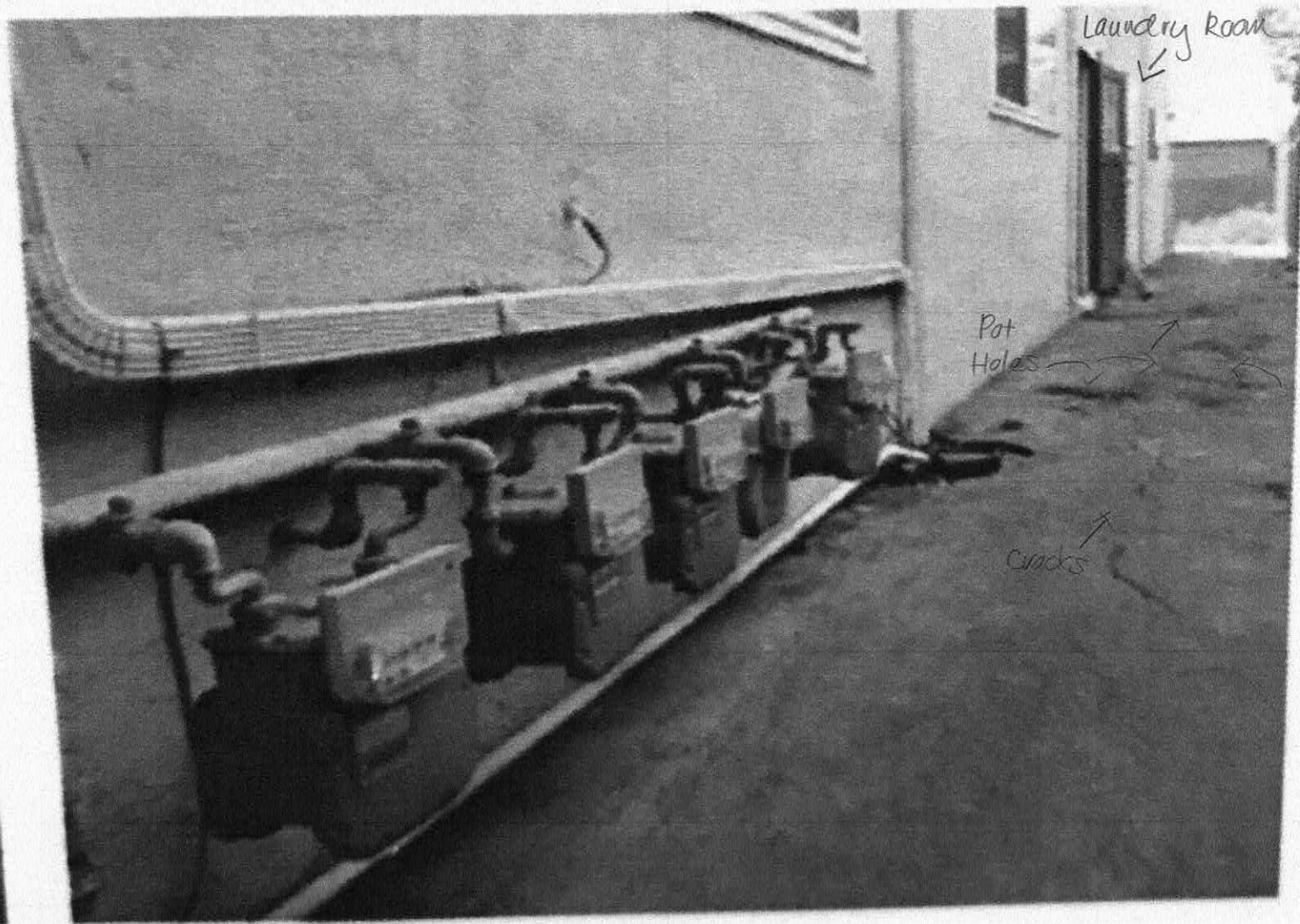


PHOTO
1



Unique investment opportunity to own a detached



Jason Eggert Construction
 6645 Amber Lane
 Pleasanton, CA 94566
 Contractor's License #: 604623
 PHONE: (925)398-8841 FAX: (925)398-8855

Estimate

Name/Address
Serena 3268 Briggs St Alameda 510-306-2908

Date	Estimate No.	Project
01/11/17	890	

Item	Description	Quantity	Cost	Total
	Job location :3268 Briggs St Job description:Concrete flatwork			
	We provide and install the following			
1	1)Demo and dispose of 3008 sq ft of existing asphalt driveway	3,008	2.00	6,016.00
1	2)Install 3008 sq ft of new broom finish concrete Spec's: All concrete will 4" thick with # 3 Rebar 18" OC existing base to plate compacted all rebar will have 2" dobies to raise all steel off the base	3,008	9.50	28,576.00
			Total	\$34,592.00

Operating Statement				
Property: 3268 Briggs Ave., Alameda, CA				
	Year: 2017			
Rental Income		95,655		
Rental Expense				
Business License Tax	169			
Charitable Contribution	50			
Electric	593			
Garbage	1,608			
Gas	862			
Landscape	2,260			
Mortgage	57,788			
Painting	1,641			
Property Tax	19,717			
Propety Management	5,739			
Rent Program Fee	600			
Repairs	1,791			
Supplies	533			
Water	2,121			
		95,473		
Net Rental Income		182		

Serena Wong
200 Creedon Circle
Alameda, CA 94502
Tel: 510-306-2908
Email: SerenaSWong@gmail.com

09/18/18

To Stella Park,

I am providing Notice to increase the rent with the following Notices as follows:

- 30 Day Notice of Change of Monthly Rent – 1 page
- Form RP-03 Required Text of Notice to a Tenant for a Rent Increase Above 5% - 3 pages

Thank you. We appreciate your continued tenancy.

Please let me know if you have any questions.

Sincerely,
Serena Wong



Property Manager

LETTERS &
NOTICE
SENT TO
TENANT

30 Day Notice of Change of Monthly Rent

To Stella Park (Resident) for the premises located at 3268 Briggs Ave Unit # B, Alameda, California 94501

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or January 01, 2019, which is later, your monthly rent is payable in advance on or before the THIRD day of each month, will be the sum of \$1,455, instead of \$1,155, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. A negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you breach the terms of your obligations.

9-18-2018

Date



Owner/Agent

CITY OF ALAMEDA
RENT PROGRAM
www.alamedarentprogram.org
PH: (510) 747-4346 FAX: (510) 522-7848 EMAIL: rrac@alamedahsg.org

**REQUIRED TEXT OF THE NOTICE TO A TENANT
FOR A RENT INCREASE ABOVE 5%**

The City of Alameda's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance [Ordinance No. 3148, Article XV of Chapter VI of the Alameda Municipal Code], effective March 31, 2016, requires that whenever a landlord is required to provide a notice of a rent increase to a tenant under State law and whenever the rent increase is above 5%, the landlord is also required to provide to the tenant a separate notice advising the tenant that the landlord has requested the City's Rent Review Advisory Committee to review the proposed rent increase.. If a landlord fails to provide this separate notice to the tenant, then under the Ordinance, the rent increase is void, the landlord shall take no action to enforce the invalid rent increase, and a tenant may use this failure as evidence in a tenant's defense in an unlawful detainer action based on the tenant's failure to pay the rent increase.

The notice required under the Ordinance must be in writing and provide the name, address, phone number and email address of the landlord. The landlord must either personally deliver the notice to the tenant or mail the notice to the tenant by first class mail, postage pre-paid, and addressed to the tenant at the property that the tenant rents.

In addition to the name, address, phone number and email address of the landlord, the text of the notice shall be as set forth on the attached form.

Important:

- **This text of the notice must be provided with your rent increase notice to a tenant each and every time there is a rent increase above 5%.**
- **For a rent increase above 5%, a landlord must also fill out Form RP-04 and submit the form with a copy of the rent increase notice to the Program Administrator no later than 15 days after the tenant has received notice of a rent increase.**

Landlord's Name: Calvin & Melinda Wong
Address: 200 Creedon Circle, Alameda, CA 94502
Phone Number: 510-333-3298
E-mail Address: cwkipis@yahoo.com

Tenant's Name: Stella Park
Address: 3268 Briggs Avenue Apt#B, Alameda, CA, 94501

"NOTICE: Under Civil Code, section 827 (b), a Landlord must provide a Tenant with 30 days' notice prior to a Rent Increase of 10% or less and must provide a Tenant with 60 days' notice of a Rent Increase greater than 10%. Because your Landlord proposes a Rent Increase that is greater than the Maximum Increase (as defined in subsection P of Section 6-58.15 of the Alameda Municipal Code), under Article XV of Chapter VI of the Alameda Municipal Code your Landlord must at the same time provide this Notice that advises you that the Landlord has requested the City's Rent Review Advisory Committee to review the Rent Increase.

If your Rental Unit is not exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the Rent Increase will not go into effect until the Committee reviews the Rent Increase, unless you and your Landlord agree otherwise. If your Rental Unit is exempt from certain provisions of the City's Rent Review, Rent Stabilization and from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance and if the effective date of the Rent Increase is before the date of the Committee's hearing, you must pay the Rent Increase. You will need to contact the Program Administrator (rrac@alamedahsq.org) as to whether your Rental Unit is or is not exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance.

The City's Program Administrator (rrac@alamedahsq.org) will advise you of the date, time and place of the Committee's hearing concerning its rent review. If you and your Landlord reach agreement as to the Rent Increase before the hearing, you and your Landlord must provide written confirmation to the Program Administrator concerning the terms of such agreement. If no agreement is reached, you and your Landlord must appear before the Committee concerning the Rent Increase. If you fail to appear at the hearing, the Committee will not consider the matter and you will be precluded from seeking further or additional review of the particular Rent Increase under the City's rent review procedures.

At the hearing, the Committee will make a decision concerning the Rent Increase. You and your Landlord may agree to accept the Committee's decision. Depending

on whether your Rental Unit is or is not exempt from certain provisions of the City of Alameda's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the decision of the Committee may be non-binding or may become binding on you and your Landlord.

If your Rental Unit is not exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, and if you or your Landlord do not agree with the Committee's decision, you or your Landlord may file a petition with the Program Administrator within seven calendar days of the Committee's decision and have the determination of the Rent Increase decided by a neutral Rental Dispute Hearing Officer whose decision is final and binding. If you or your Landlord do not agree with the Committee's decision and do not file a timely petition, the Committee's decision will be binding on you and your Landlord. You will need to contact the Program Administrator (rrac@alamedahsg.org) concerning whether the Committee's decision will be binding on you and your Landlord if you or your Landlord do not file a timely petition.

If your Rental Unit is exempt from certain provisions of the City's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the Committee's decision as to the Rent Increase is non-binding on you and your Landlord. You will need to contact the Program Administrator concerning whether the Committee's decision will be non-binding on you and your Landlord.

It is illegal for a Landlord to retaliate against a Tenant for the Tenant's lawfully and peacefully exercising his or her rights including a request for the Committee to review a Rent Increase. Civil Code, section 1942.5. A Landlord's efforts to evict a Tenant within six months of a Tenant's participating in the City's rent review process may be used as evidence of a retaliatory eviction."



NOTICE OF CHANGE OF TERMS OF TENANCY - CIVIL CODE SECTION 827

Tenant in possession and to any other person(s) in possession:

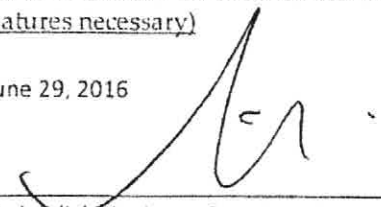
Stella Park
3268 Briggs Avenue, #B
Alameda, CA 94501

In accordance with Civil Code Section 827, you are hereby notified that thirty (30) days after service of this Notice or August 1, 2016 whichever is later, your tenancy of the above described premises will be changed as follows:

THE MONTHLY RENT, WHICH IS PAYABLE IN ADVANCE ON OR BEFORE THE FIRST OF EACH MONTH, WILL BE THE SUM OF \$1,155.00 WITH AN OPTION TO RENEW YOUR LEASE FOR ONE (1) YEAR, INSTEAD OF THE CURRENT MONTHLY RENT OF \$1,100.00.

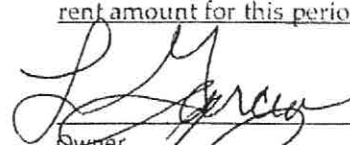
If you choose to remain on a month to month tenancy, the aforementioned monthly increase will still apply.
(No signatures necessary)

Dated: June 29, 2016

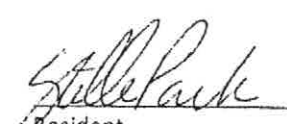

Nevine Khalafallah, Assistant Property Manager
nkhalafallah@HBRinfo.com 510.814.4830

If you choose to renew your original lease agreement dated June 1, 2012: (Please sign below and return to by July 31, 2016)

Terms of the original lease agreement are hereby extended from August 1, 2016 through July 31, 2017. The rent amount for this period will be \$1,155.00

 by
Owner

 7/24/16
Property Manager Date

 7-6-16
Resident Date

Resident Date

A32069
B

002N9
7/24/16
B



Briggs Avenue Apartments
Apt "B" Fixed-Term Residential Lease Agreement

1. Identification of Landlord and Tenant

This Agreement is entered into between Stella Parks ("Tenant") and Linda C. Garcia ("Landlord"). Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. Identification of Premises

Subject to the terms and conditions in this Agreement, Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at 3268 Briggs Avenue, Apt B, Alameda, California 94501 ("the premises") and consisting of two (2) bedrooms and one (1) bath.

Rental of the premises also includes: One (1) Parking space in carport and use of coin-operated laundry facilities.

3. Limits on Use and Occupancy

The premises are to be used only as a private residence for Tenant listed in Clause 1 of this agreement, and his or her minor children, subject to any state or local laws allowing additional occupants. Occupancy by guests for more than two consecutive weeks over a six-month period is prohibited without Landlord's written consent and will be considered a breach of this Agreement.

4. Term of the Tenancy

The term of the rental will begin on June 1, 2012 and end on May 30, 2013. If Tenant vacates before the term ends, Tenant will be liable for the balance of the rent for the remainder of the term. Thereafter, the term shall continue on a month-to-month basis, until either party shall terminate this residential lease agreement by giving the other party thirty (30) days written noticed delivered by certified mail or in person.

5. Payment of Rent

Regular monthly rent

Tenant will pay to Landlord a monthly rent of \$1,100, payable in advance on the first day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Rent will be paid in the following manner, unless Landlord designates otherwise:

Delivery of payment

Rent will be paid:

- By mail or in person, to: Linda C. Garcia, 3268 Briggs Avenue, Alameda, California 94501
- Delivery instructions: Drop the rent check into the mailbox on the side of the house.

Form of payment

Landlord will accept a personal check made payable to: Linda C. Garcia

6. Late Charges

If Tenant fails to pay the rent in full before the end of the fifth day after it is due, Tenant will pay Landlord a late charge as follows: \$10 for each day late, at a maximum of \$50. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

7. Returned Check and Other Bank Charges

If any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment," or any other reason, Tenant will pay Landlord a returned check charge of \$25.

8. Security Deposit

On signing this Agreement, Tenant will pay to Landlord the sum of \$1,100 as a security deposit. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this Agreement. Within three (3) weeks after Tenant has vacated the premises, returned keys, and provided Landlord with a forwarding address, Landlord will return the deposit in full or give Tenant an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by Landlord, along with a check for any deposit balance.

9. Utilities

Tenant will pay all utility charges, except for the following, which will be paid by Landlord: Water and Garbage/Recycling.

10. Assignment and Subletting

Tenant will not sublet any part of the premises or assign this Agreement without the prior written consent of Landlord.

11. Tenant's Maintenance Responsibilities

Tenant will: (1) keep the premises clean, sanitary, and in good condition and, upon termination of the tenancy, return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which Tenant becomes aware; and (3) reimburse Landlord, on demand by Landlord, for the cost of any repairs to the premises damaged by Tenant or Tenant's guests or business invitees through misuse or neglect.

Tenant has examined the premises, including appliances, fixtures, carpets, drapes, and paint, and has found them to be in good, safe, and clean condition and repair, except as noted in the Landlord-Tenant Checklist.

12. Repairs and Alterations by Tenant

- a. Except as provided by law, or as authorized by the prior written consent of Landlord, Tenant will not make any repairs or alterations to the premises, including painting or papering the rental unit.
- b. Tenant will not, without Landlord's prior written consent, alter, rekey, or install any locks to the premises or install or alter any burglar alarm system. Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

13. Violating Laws and Causing Disturbances

Tenant is entitled to quiet enjoyment of the premises. Tenant and guests or invitees will not use the premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (2) commit waste (severe property damage); or (3) create a nuisance by annoying, disturbing, inconveniencing, or interfering with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

14. Pets

No animal, bird, or other pet will be kept on the premises, even temporarily, except properly trained service animals needed by mentally or physically disabled persons and the following: One Cat, under the following conditions: Tenant's pet will be well-behaved and under Tenant's control at all times and will not pose a threat or apparent threat to the safety of other tenants, their guest, or other people on or near the premises. Cats should be spayed or neutered and have up-to-date vaccinations.

15. Landlord's Right to Access

Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, or to show the premises to prospective buyers or tenants. Landlord may also enter the premises to conduct an annual inspection to check for safety or maintenance problems. Except in cases of emergency, Tenant's abandonment of the premises, court order, or where it is impractical to do so, Landlord shall give Tenant 24-hours notice before entering.

16. Extended Absences by Tenant

Tenant will notify Landlord in advance if Tenant will be away from the premises for 14 or more consecutive days. During such absence, Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for needed repairs.

17. Indemnification

Landlord shall not be liable for any damage or injury to Tenant(s), or any other person, or to any property, occurring on the premises or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Landlord, her agents, or her employees. Tenant agrees to hold Landlord harmless from any claims for damages, no matter how caused, except for injury or damages for which Landlord is legally responsible.

18. Possession of the Premises


a. Tenant's failure to take possession

If, after signing this Agreement, Tenant fails to take possession of the premises, Tenant will still be responsible for paying rent and complying with all other terms of this Agreement.

b. Landlord's failure to deliver possession

If Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, partial or complete destruction of the premises, Tenant will have the right to terminate this Agreement upon proper notice as required by law. In such event, Landlord's liability to Tenant will be limited to the return of all sums previously paid by Tenant to Landlord.

19. Tenant's Rules and Regulations

 Tenant acknowledges receipt of, and has read a copy of, tenant rules and regulations, which are attached to and incorporated into this Agreement by reference.

20. Default

If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Landlord, at her option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property, while in default of the payment of rent, Landlord may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Landlord reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Landlord for the payment of all sums due hereunder, to the maximum extent allowed by law.


In the event of a default by Tenant, Landlord may elect to (a) continue the lease in effect and enforce all her rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages she may incur by reason of the breach of the lease, including the cost of recovering the premises, and including the wroth at the time of such termination, or at the time of an award if suit be instituted to enforce this provision, of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

21. Payment of Court Costs and Attorney Fees in a Lawsuit

In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.

22. Disclosures

Tenant acknowledges that Landlord has made the following disclosures regarding the premises:

 Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

23. Authority to Receive Legal Papers

The Landlord, any person managing the premises, and anyone designated by the Landlord are authorized to accept service of process and receive other notices and demands, which may be delivered to:

Linda C. Garcia, landlord and manager,
3268 Briggs Avenue,
Alameda, California 94501

24. Additional Provisions

Additional provisions are as follows: Landlord strongly suggests that the Tenant obtain renters' insurance for the duration of their tenancy.

25. Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

26. Grounds for Termination of Tenancy

The failure of Tenant or Tenant's guests or invitees to comply with any term of this Agreement, or the misrepresentation of any material fact on Tenant's rental application, is grounds for termination of the tenancy, with appropriate notice to the Tenant and procedures as required by law.

27. Entire Agreement

This document constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant.

5/10/2012 Linda Garcia LANDLORD
Date Linda Garcia (Landlord) Title

3268 BRIGGS AVE
Street Address

ALAMEDA, CA 94501 510-220-1206
City, State, Zip Phone

5-10-12 Stella Park
Date Stella Park (Tenant) Phone