

**Contact Information****Tenant Information:**

Name(s): Mr. Regis Paul Marcelin

Unit Address: 2157 Santa Clara Avenue, Apartment Q (94501)

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**Landlord Information:**

Name(s): Mr. David S. Chui, Project Manager, Pan Cal Corp. / Santa Clara LLC

Unit Address: 4125 Blackford Avenue, Suite 200, San Jose, California 95117

Phone: (408) 248-6600 Email: dschui@pancal.com

**Rent Increase Information**

1. Current monthly rent:	<u>\$1,761.90</u> (Value A)	} Amount of rent increase:	
Requested increased rent:	<u>\$1,849.00</u> (Value B)		<u>\$87.10</u> (Value C) <u>4.9</u> %
			$\frac{\text{Value B} - \text{Value A}}{\text{Value A}} \times 100 = \text{Value C} + \text{Value A}$

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? 10 / 16 / 2018  
Month/Day/Year

4. What is the effective date of the rent increase? 11 / 16 / 2018  
Month/Day/Year

5. How was the rent increase notice served? In-Person \_\_\_\_\_ Post & 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 agreement?

☐ Lease ☒ Month-to-month

7. What was the start date of the tenancy? 05 / 21 / 2010 Total years of residency 8  
*Month/ Day/ Year*

8. Rent Increase History \$1,079 to start, one increase every year (4.0% to 8.0%), and then...

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>04/01/2014</u>	\$ 1,263.00	\$ 1,440.00	\$ 177.00	14.0 %
<u>04/01/2015</u>	\$ 1,440.00	\$ 1,555.00	\$ 115.00	8.0 %
<u>04/01/2016</u>	\$ 1,555.00	\$ 1,678.00	\$ 123.00	7.9 %
<u>04/01/2017</u>	\$ 1,678.00	\$ 1,761.90	\$ 83.90	5.0 %

### Property Information

9. Do you receive Section 8 Housing Choice Voucher rental assistance?

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

☐ No ☒ Yes ☐ I don't know

10. 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

11. Number of units in building 16 Stories 3

12. Unit details:

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

13. 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: Hot water; Sewer; Storage unit

14. 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) \_\_\_\_\_

**Rent Increase Response**

15. What is the maximum amount of a rent increase that you believe is reasonable for your unit?

\$ 52.85 (total monthly amount)

16. Please provide a written statement (as an attachment to this form) explaining your perspective on the rent increase amount. 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

**Mediation Request**

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

☒ No ☐ Yes

*I work full-time off-island and would have difficulty attending during business hours. Your committee's evening hearings are much appreciated!*

**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. This declaration (certification) was executed on October 24, 2018  
at Alameda, California.

Regis Paul Marcelin  
Print Name (Tenant)

Regis Paul Marcelin  
Signature (Tenant)

Statement for Form RP-01 Question 16  
October 24, 2018

2157 Santa Clara Ave, Apt Q (94501)  
Nov. 16, 2018 Rent Increase

Dear Committee Members Sullivan-Sarinana, Griffiths, Friedman, Cambra and Murray:

I believe that \$52.85 (3%) at this time is reasonable because:

- Every year there was an increase of between 4 and 14% (notices attached; I am still searching my files for 2013, but it's sufficient to compare 2012 with 2014). Between move-in in 2010 and the sale of the building in 2017, my rent rose from \$1,079 to \$1,761.90, for a cumulative increase of 63.3%.
- The new landlord purchased the building voluntarily. There were numerous inspections (notices of entry available on request). The landlord knew the revenues, i.e., the terms of the tenancy (my estoppel certificate attached) and the major costs (the financing that he chose, the base property tax prescribed by Proposition 13, and the management personnel that he chose).
- It is not my job to make up the additional revenue that the new landlord would have enjoyed from April through October, 2018, if only he had complied with the requirements for rent increases in Alameda's ordinance. Not one but two increases this year were found invalid.
- I have encouraged (message attached) and even volunteered to help the new landlord apply for commercial property retrofit programs from Alameda Municipal Power and the East Bay Municipal Utilities District, which could lower utility costs.

In a public comment at your November, 2017 meeting, I praised my former landlord, Mr. Michael Frantz of Black Oak Management, for his scrupulous notices and ongoing improvements, and I expressed apprehension about the impending sale of the Santa Clara Apartments. With Michael, I never felt the need for rent review.

With the new landlord, Pan Cal Corporation / Santa Clara LLC / Capstone / 16th Street Management (just the latest name given in the online rent payment portal!), it's quite a different matter. Thank you for your review.

Yours truly,



Mr. Regis Paul Marcelin

10/10/2018

Santa Clara Apartments  
2157 Santa Clara Avenue  
Alameda, CA 94501

Regis Marcelin  
2157 Santa Clara Avenue - Apt Q  
Alameda, CA 94501

Re: Thirty-day Notice of Change of Monthly Rent

Dear Regis Marcelin:

Thank you for your continued residency at 2157 Santa Clara Avenue - Apt Q. In order to stay competitive with market rates and keep up with the ever increasing costs of building maintenance, we find it necessary to increase your rental rate.

You are hereby notified that effective 11/16/2018 your monthly rent, which is payable on or before the first day of each month, will be \$1,849.00 instead of \$1,761.90, the current monthly rent.

Please refer to the Attachment RP-02 which is included with this Notice.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Regards,

Santa Clara Apartments  
415-857-1139

**ATTACHMENT RP-02 FOR THE TENANT (one page)**

**This is an important document, please have it translated.  
Este es un documento importante, hágalo traducir.  
本文件為重要文件，請做好翻譯。我們免費提供翻譯服務  
Đây là tài liệu quan trọng, vui lòng biên dịch.  
Ito ay isang mahalagang dokumento, mangyaring ipasalin ito.**

**Landlord Contact Information:**

Name: David Chui Address: 4125 Blackford Ave #200, San Jose, CA 95117  
Phone: 408-248-6600 E-mail: 2157santaclara@gmail.com

**Rent Stabilization Ordinance Information:**

**"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 at or below 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 of the availability of the City's rent review procedures.**

**You may request the City's Rent Review Advisory Committee to review the increase by submitting in writing a request for review within 15 calendar days of your receipt of the notice of the Rent Increase either by mailing the request to the Program Administrator, 701 Atlantic Avenue, Alameda CA 94501 or emailing the request to the Program Administrator at [rrac@alamedahsq.org](mailto:rrac@alamedahsq.org). You must submit along with your request a copy of the notice of the Rent Increase. If you do not submit a request within 15 calendar days the Committee will not have the authority to review the Rent Increase.**

**If you submit such a request, the Program Administrator will advise you of the date, time and place of the hearing concerning the Committee's review of the Rent Increase. If the effective date of the Rent Increase is before the date of the hearing, you must nevertheless pay the Rent Increase. 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 your request 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 your request. You and your Landlord may agree to accept the Committee's decision even though the Committee's decision will be non-binding on you and your Landlord. If you and your Landlord agree to a Rent Increase less than the Rent Increase your Landlord requested and you have already paid the Rent Increase, your Landlord must provide you with a refund or a credit against future rents.**

**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 requesting a hearing or otherwise participating in any way in the City's rent review process may be used as evidence of a retaliatory eviction."**

Regis Marcelin

Log Out

[Home](#)

## Payments

## Maintenance

## Shared Documents

Insurance **NEW**

### Property Info

## Account Profile

Help



**You are prequalified for Roost Renters Insurance. Get your quote today!**

Your Current Balance

\$1,805.45

Next bill due on November 01,  
2018

Pay Now

### Set Up Autopay

Description	Amount
Rent for 11/1-11/15 at rate of \$1761.90 Due on 11/01/2018	\$880.95
Rent for 11/16-11/30 at rate of \$1849.00 Due on 11/01/2018	\$924.50

November (Next Month)

Total Balance

\$1,805.45

Address

2157 Santa Clara Avenue  
Apt Q  
Alameda, CA 94501

## Maintenance Requests

Request Maintenance

You currently do not have any open maintenance requests.

Renters Insurance by  **ROOST**  
Renters Insurance

Renters insurance is now available for purchase in your online

### **ESTOPPEL CERTIFICATE**

The undersigned with respect to the premises at 2157 Santa Clara Avenue Apartment Q, Alameda, CA (the "Premises"), certifies and affirms the following to Owner of Record ("Landlord"), and to any prospective purchaser.

#### **Tenants Residing at Property (Please List All Individuals):**

Tenant 1: Regis Marcelin-Sampson *R.M.*

Work Phone#: \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Home Phone# \_\_\_\_\_

Tenant 2: None

Work Phone#: \_\_\_\_\_ Cell Phone # \_\_\_\_\_ Home Phone# \_\_\_\_\_

1. Tenant leases the Premises from Landlord under that certain Lease Agreement dated 05/10/2010 and made a part hereof by this reference (the "Lease").

2. Rent under the Lease has been paid through November 30, 2017. No rent has been paid more than thirty (30) days in advance, except as described in the preceding sentence. The monthly base rental amount is \$1,761.90.

3. The current term of the Lease is (Check One):

X Month to Month.

\_\_\_\_ Lease for a term beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

4. Landlord holds \$500.00 as a security deposit pursuant to the Lease and any amendments thereof. Rent is due on the 1<sup>st</sup> day of each month.

5. The following appliances are currently owned by the Tenant Please Circle Any that Are Tenant Owned: Stove / Refrigerator / Dishwasher / ~~Washer-Dryer~~ / ~~Air Conditioner~~ / Microwave  
*R.M.* *R.M.*

6. Tenant acknowledges that there are no items of deferred maintenance, all appliances are working, and there are no current disputes or on-going issues with the Landlord. Please note any current issues: No issues, to Regis' knowledge. Looking forward to continuing a great relationship!

**This Certificate may be relied upon by Purchaser, who intends to purchase the Premises and the Lease from Landlord, and by any mortgage lender of Purchaser.** It is intended to protect both the Tenant and the New Owner, to clarify the terms of the lease, and can be relied on as an accurate legal document.

Dated this 3rd day of November, 2017

Tenant Signature: Regis Paul Marcelin  
Printed Name: Regis Paul Marcelin

Dated this \_\_\_\_\_, 2017

Tenant Signature: \_\_\_\_\_  
Printed Name: None

#### **Notes from Regis:**

- Rent reflects that I declined a parking space; I am a non-driver.
- An amendment effective April 21, 2016 deleted Joseph Marcelin-Sampson from the Lease, specified that any security deposit refund would be payable solely to me, and updated my last name to Marcelin.
- Apt Q does not have an air conditioner or washer/dryer; Landlord maintains a coin-op laundry room on-site.
- Landlord pays garbage, which also includes blue bin and green bin. Landlord pays water, which also includes sewer and hot water. Per a February 7, 2011 letter, Landlord provides free basic Internet WiFi. *R.M.*



---

## Estoppel Certificate Attached

Michael Frantz <mfrantz@blkoak.com>  
To: "R. Paul Marcelin"

Fri, Nov 3, 2017 at 4:11 PM

Regis,

Thanks for you follow up. Apologies for the name mis-spelling. The real estate broker finalized this on my behalf and I didn't get to review the final final version before delivery. Regards..

---

Michael Frantz  
Principal  
BlackOak Management, LLC  
415-408-5730 phone/fax  
mfrantz@blkoak.com

-----Original Message-----

From: R. Paul Marcelin  
Sent: Friday, November 03, 2017 10:39 AM

**To:** Tenants of 2157 Santa Clara, Alameda, CA

**From:** Michael Frantz

**Date:** Monday, October 30, 2017

**Subject: Please Complete, Sign, and Return Estoppels to Verify Correct Information**

---

Please find enclosed an Estoppel which is a form to verify the terms of your current rental, and to verify correct contact information for a possible new buyer of 2157 Santa Clara, Alameda, CA, should they need to contact you in the case of emergency.

Please fill out and complete to the best of your ability, at your first convenience, but no later than November 3<sup>rd</sup>, 2017.

Once completed you may put in the enclosed envelope and return to the drop slot in the laundry room. Thank you in advance for your assistance in this matter.

Sincerely,

Michael Frantz  
On behalf of Alameda Apts, LP  
415-408-5730  
mfrantz@blkoak.com

# Santa Clara Apartments

P.O. Box 3627, Oakland, CA 94609

Sent via regular mail

February 24, 2017

## **\*\*NOTICE OF CHANGES IN TERMS OF TENANCY\*\***

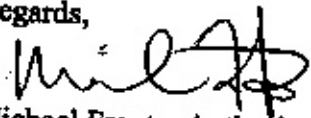
Regis Marcelin  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

Dear Regis,

As you may or may not know, we review rental files at least annually and it's unfortunately time to notify you of a rent increase. Effective April 1, 2017, we ask that you increase your total monthly base rental payment by \$83.90 which works out to an annualized increase of 5.0% from your current base rent. Your new total rent payment is \$1,761.90.

There are no other changes to your rental agreement. If you would like us to prepare a new fixed term rental agreement just let us know otherwise your rental will continue on a month to month basis after the expiration of any fixed term. As you may know the City of Alameda has adopted an ordinance governing evictions, rent increases, capital improvements and the like and a copy of a notice describing it is on the back side of this notice. As always please call with any questions and thank you for your patronage of the Santa Clara Apartments.

Regards,

  
Michael Frantz, Authorized Signator  
On behalf of Alameda Apts, LP  
[mfrantz@blkoak.com](mailto:mfrantz@blkoak.com) ; 415-408-5730

### **Proof of Service**

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the foregoing Notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, California on the above-named Resident(s) in possession on the manner indicated below:

☐ By delivering the notice personally to the Resident or to someone of suitable age and discretion at the address of \_\_\_\_\_ on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock

☒ The change in the terms being solely for an increase in rent, I served a copy to tenant (in accordance with Civil Code Section 827(b)(1)(B)) by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Notice Server

\_\_\_\_\_  
Print Name of Server

\_\_\_\_\_  
Date:

Housing Provider Name: Alameda Apts, LP

Address: P.O. Box 3627, Oakland, CA 94609

Phone number: 415-408-5730

Email: mfrantz@blkoak.com

**“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 at or below 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 of the availability of the City’s rent review procedures.**

**You may request the City’s Rent Review Advisory Committee to review the increase by submitting in writing a request for review within 15 calendar days of your receipt of the notice of the Rent Increase either by mailing the request to the Program Administrator, 701 Atlantic Avenue, Alameda CA 94501 or emailing the request to the Program Administrator at [rrac@alamedahsg.org](mailto:rrac@alamedahsg.org). You must submit along with your request a copy of the notice of the Rent Increase. If you do not submit a request within 15 calendar days the Committee will not have the authority to review the Rent Increase.**

**If you submit such a request, the Program Administrator will advise you of the date, time and place of the hearing concerning the Committee’s review of the Rent Increase. If the effective date of the Rent Increase is before the date of the hearing, you must nevertheless pay the Rent Increase. 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 your request 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 your request. You and your Landlord may agree to accept the Committee’s decision even though the Committee’s decision will be non-binding on you and your Landlord. If you and your Landlord agree to a Rent Increase less than the Rent Increase your Landlord requested and you have already paid the Rent Increase, your Landlord must provide you with a refund or a credit against future rents.**

**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 requesting a hearing or otherwise participating in any way in the City’s rent review process may be used as evidence of a retaliatory eviction.”**

# Santa Clara Apartments

P.O. Box 3627, Oakland, CA 94609

Sent via regular mail

February 12, 2016

## NOTICE OF CHANGES IN TERMS OF TENANCY

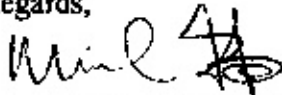
Regis & Joseph Marcelin  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

Dear Regis & Joseph,

As I think you know, we review rental files at least annually and it's unfortunately time to notify you of a rent increase. Effective April 1, 2016, we ask that you increase your total monthly rental payment by \$123.00 to \$1,678.00, which works out to an annualized increase of 7.9% from your current rent.

There are no other changes to your rental agreement. If you would like us to prepare a new fixed term rental agreement just let us know otherwise your rental will continue on a month to month basis after the expiration of any fixed term. As you may or may not know the City of Alameda has a non-binding rent review process and a copy of a notice describing it is on the back side of this notice. As always please call with any questions and thank you for your patronage of the Santa Clara Apartments.

Regards,



Michael Frantz, General Manager  
On behalf of Alameda Apts, LP  
[mfrantz@blkoak.com](mailto:mfrantz@blkoak.com) ; 415-408-5730

### Proof of Service

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the foregoing Notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, California on the above-named Resident(s) in possession on the manner indicated below:

By delivering the notice personally to the Resident or to someone of suitable age and discretion at the address of \_\_\_\_\_ on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock

X The change in the terms being solely for an increase in rent, I served a copy to tenant (in accordance with Civil Code Section 827(b)(1)(B)) by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Notice Server

\_\_\_\_\_  
Print Name of Server

Date: \_\_\_\_\_

Housing Provider Name: Alameda Apts, LP

Address: P.O. Box 3627, Oakland, CA 94609

Phone number: 415-408-5730

Email: mfrantz@blkoak.com

**NOTICE:** Under Civil Code, section 827(b), a Housing Provider 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 of greater than 10%. Because the Housing Provider proposes a Rent Increase or because the Housing Provider proposes a Rent Increase within 12 months of the immediately preceding Rent Increase, under Article XIV of Chapter VI of the Alameda Municipal Code, a Housing Provider must at the same time provide this Notice of the availability of the City's rent review procedures before imposing any such Rent Increase.

You may request the Rent Review Advisory Committee to review the increase by submitting the request for review in writing within seven calendar days of your receipt of the notice of Rent Increase by personally delivering or mailing the request to the Housing Authority of the City of Alameda, 701 Atlantic Avenue, Alameda, CA 94501, or emailing the request to the Housing Authority of the City of Alameda at [rrac@alamedahsg.org](mailto:rrac@alamedahsg.org). You must submit along with your request a copy of the Notice of Rent Increase.

You and your Housing Provider will be required to appear before the Committee for a hearing concerning the Rent Increase. Following the hearing, the Committee will make a non-binding recommendation to you and your Housing Provider concerning your request.

It is illegal for a Housing Provider to retaliate against a Tenant for lawfully and peacefully exercising his or her legal rights including your request for the Committee to review the Rent Increase. Civil Code, Section 1942.5. A Housing Provider's efforts to evict a Tenant within six months of a Tenant's requesting a hearing may be used as evidence of a retaliatory eviction.

# Santa Clara Apartments

P.O. Box 3627  
Oakland, CA 94609

Sent via regular mail

February 27, 2015

## NOTICE OF CHANGES IN TERMS OF TENANCY

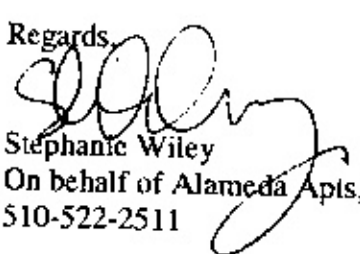
Regis & Joseph Marcelin  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

Dear Regis & Joseph,

As you may know, we review rental files at least annually and it's unfortunately time to notify you of a rent increase. Effective April 1, 2015, we ask that you increase your total monthly rental payment by \$115.00 to \$1,555.00, which works out to an annualized increase of 8.0% from your current rent.

There are no other changes to your rental agreement. If you would like us to prepare a new fixed term rental agreement just let us know otherwise your rental will continue on a month to month basis after the expiration of any fixed term. As always please call with any questions and thank you for your patronage of the Santa Clara Apartments.

Regards,

  
Stephanie Wiley  
On behalf of Alameda Apts, LP  
510-522-2511

CC: Michael Frantz -- 415-408-5730

### Proof of Service

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the foregoing Notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, California on the above-named Resident(s) in possession on the manner indicated below:

       By delivering the notice personally to the Resident or to someone of suitable age and discretion at the address of \_\_\_\_\_ on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock

X The change in the terms being solely for an increase in rent, I served a copy to tenant (in accordance with Civil Code Section 827(b)(1)(B)) by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Notice Server

\_\_\_\_\_  
Print Name of Server

\_\_\_\_\_  
Date:

# Santa Clara Apartments

P.O. Box 3627  
Oakland, CA 94609

Sent via regular mail

January 23, 2014

## NOTICE OF CHANGES IN TERMS OF TENANCY

Regis & Joseph Marcelin-Sampson  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

Dear Regis & Joseph,

As you know, we review rental files at least annually and it's unfortunately time to notify you of a rent increase. Effective April 1, 2014, we ask that you increase your total monthly rental payment by \$177.00 to \$1,440.00, which works out to an annualized increase of 14.0% from your current rent. Because of the larger size of this increase we are giving you over 60 days notice.

There are no other changes to your rental agreement. If you would like us to prepare a new fixed term rental agreement just let Stephanie know otherwise your rental will continue on a month to month basis after the expiration of any fixed term. As always please call Stephanie or myself with any questions and thank you for your patronage of the Santa Clara Apartments.

Regards,



Michael Frantz, General Manager  
On behalf of Alameda Apts, LP  
415-408-5730

CC: Stephanie Wiley - 510-522-2511

### Proof of Service

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served the foregoing Notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in \_\_\_\_\_, California on the above-named Resident(s) in possession on the manner indicated below:

       By delivering the notice personally to the Resident or to someone of suitable age and discretion at the address of \_\_\_\_\_ on the date of \_\_\_\_\_ at \_\_\_\_\_ o'clock

X The change in the terms being solely for an increase in rent, I served a copy to tenant (in accordance with Civil Code Section 827(b)(1)(B)) by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) \_\_\_\_\_.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Notice Server

\_\_\_\_\_  
Print Name of Server

Date: \_\_\_\_\_



Alameda Apts, LP  
845 Fifth Avenue, Ste. 27  
San Rafael, CA 94901

January 30, 2012

Regular mail

Regis & Joseph Marcelin  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

Dear Regis & Joseph,

Your rental anniversary date is coming up and it's unfortunately time to notify you that your rent will be increasing. Effective March 1, 2012, your monthly rent will increase \$45 which translates to a 4.0% annualized increase. For March, please start paying \$1,169.00 on the first of each month.

As it always seems, the costs borne by the owner to operate the building such as water, garbage, sewer, insurance, maintenance, etc. are rising every year. For example, this year the voters in Alameda approved an additional school tax that translates into almost \$16 per month per apartment. The owner has also continued to improve the property such as with the Wifi system.

As I think you know it is generally our practice to evaluate rents on an annual basis. Attached to this letter is a Notice of Changes in Terms of Tenancy which identifies your new rent starting March 1, 2012. If you have any questions regarding your new rent, please give Jessica or me a call. If you would like us to prepare a new fixed term rental agreement just let Jessica know otherwise your rental will continue on a month to month basis. Thank you for your patronage of the Santa Clara Apartments.

Regards,



Michael Frantz, General Manager  
on behalf of Alameda Apts, LP  
415-408-5730

cc: Jessica Vernaglia – 510-522-2511

Enclosure



# NOTICE OF CHANGE IN TERMS OF TENANCY

TO REGIS AND JOSEPH MARCELIN, Tenant of the premises commonly known as  
2157 Santa Clara Avenue, Apt # 3 City of Alameda County of Alameda  
 State of California.

NOTICE IS HEREBY GIVEN, that 30 days after service of this notice upon you, or (date) 2/29/12 whichever is later, the terms of your rental agreement by which you hold possession of the above premises will be changed as follows:

1. The rent will be \$ 1,169.00 per month, payable in advance upon the 1st day of each calendar month, instead of the current monthly rent of \$ 1,124.00.
2. Other Changes  
None

All other terms of the rental agreement will remain in full force and effect.

Owner Alameda Apts. LP

Date 4/30/12

By Michael Frantz  
 (Manager) Michael Frantz on behalf of Alameda Apts, LP

## PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above NOTICE OF CHANGE IN TERMS OF TENANCY, of which this is a true copy, on the above named tenant, in the manner indicated below

1. I personally delivered a copy to the tenant at \_\_\_\_\_ (Address)  
 on (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m.
2. The tenant was absent from his or her residence and business address. I personally delivered a copy to \_\_\_\_\_ a person of suitable age and discretion at tenant's residence or business address, on \_\_\_\_\_ (Name)  
 (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m. and mailed a copy addressed to tenant at his or her place of residence.
3. There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property on (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m. and mailed a copy to tenant at the leased premises.
4. The change in the terms being solely for an increase in rent, I served a copy to tenant, [in accordance with Civil Code § 827(b)(1)(B)] by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) 4/30/12.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Signature Michael Frantz  
 Michael Frantz  
 (Please print name)

Date 4/30/12

CAUTION: The copyright laws of the United States forbid the unauthorized reproduction of this form by any means including scanning or computerized formats.

FORM 105-D CAL (03-2001) COPYRIGHT PROFESSIONAL PUBLISHING, NOVATO, CA

Form generated by TrueForms™ from REVEAL® SYSTEMS, Inc. 800-499-0612

Rev by \_\_\_\_\_  
 Date \_\_\_\_\_

**PROFESSIONAL PUBLISHING**

Alameda Apts, LP  
845 Fifth Avenue, Ste. 27  
San Rafael, CA 94901

January 25, 2011

Regular mail

Regis & Joseph Marcelin  
2157 Santa Clara Avenue, #Q  
Alameda, CA 94501

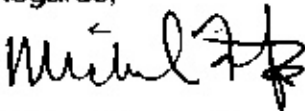
Dear Regis & Joseph,

Your current fixed term rental is about to expire and it's unfortunately time to notify you that your rent will be increasing. Effective March 1, 2011, your monthly rent will increase \$45 which translates to a 4.2% annualized increase. For March, please start paying \$1,124.00 on the first of each month.

We understand that rent increases are never a pleasant subject, and that any rent increase is probably not welcome news to you. The costs borne by the owner to operate the building such as water, garbage, sewer, insurance, maintenance, etc. are rising every year. They have not decreased. For example, East Bay Municipal Utilities District (EBMUD) increased water rates by 7.5% starting this past July which is on top of increases in years past. The owner has also continued to improve the property such as with the seismic upgrades, new mail boxes and the like.

You should also know that it is generally our practice to evaluate rents on an annual or anniversary basis. Attached to this letter is a Notice of Changes in Terms of Tenancy which identifies your new rent starting March 1, 2011. If you have any questions regarding your new rent, please give Jessica or me a call. If you would like us to prepare a fixed term rental agreement just let Jessica know otherwise your rental will continue on a month to month basis. Thank you for your patronage of the Santa Clara Apartments.

Regards,



Michael Frantz, General Manager  
on behalf of Alameda Apts, LP  
510-915-3577

cc: Jessica Vernaglia – 510-522-2511

Enclosure



# NOTICE OF CHANGE IN TERMS OF TENANCY

TO REGIS & JOSEPH MARCELIN, Tenant of the premises commonly known as  
2157 Santa Clara Avenue, Apt # 9 City of Alameda County of Alameda  
 State of California.

NOTICE IS HEREBY GIVEN, that 30 days after service of this notice upon you, or (date) 3/1/11 whichever is later, the terms of your rental agreement by which you hold possession of the above premises will be changed as follows:

1. The rent will be \$ 1,124.00 per month, payable in advance upon the 1st day of each calendar month, instead of the current monthly rent of \$ 1,079.00.
2. Other Changes  
None

All other terms of the rental agreement will remain in full force and effect.

Owner Alameda Apts, LP Date 1/25/11  
 By Michael Frantz  
 (Manager) Michael Frantz on behalf of Alameda Apts, LP

## PROOF OF SERVICE

I, the UNDERSIGNED, being at least eighteen (18) years of age, served the above NOTICE OF CHANGE IN TERMS OF TENANCY, of which this is a true copy, on the above named tenant, in the manner indicated below

1. I personally delivered a copy to the tenant at \_\_\_\_\_ (Address)  
 on (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m.
2. The tenant was absent from his or her residence and business address. I personally delivered a copy to \_\_\_\_\_ a person of suitable age and discretion at tenant's residence or business address, on \_\_\_\_\_ (Name)  
 (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m. and mailed a copy addressed to tenant at his or her place of residence.
3. There being no person at the leased premises, I affixed a copy of the notice in a conspicuous place on the property on (date) \_\_\_\_\_, at \_\_\_\_\_ o'clock ☐ a.m. ☐ p.m. and mailed a copy to tenant at the leased premises.
4. The change in the terms being solely for an increase in rent, I served a copy to tenant, [in accordance with Civil Code § 827(b)(1)(B)] by depositing the same in the United States mail, postage prepaid, addressed to tenant at his or her place of residence, on (date) 1/25/11.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Signature Michael Frantz Date 1/25/11  
 Michael Frantz  
 (Please print name)

CAUTION: The copyright laws of the United States forbid the unauthorized reproduction of this form by any means including scanning or computerized formats.

FORM 105-B CAL (03-2001) COPYRIGHT PROFESSIONAL PUBLISHING, NOVATO, CA

Form generated by: TrueForms™ from REVEAL SYSTEMS, Inc. 800-499-9612

Rev by \_\_\_\_\_  
 Date \_\_\_\_\_

**PROFESSIONAL PUBLISHING**

---

## LED Bulbs and Energy Rebates

R. Paul Marcelin

Wed, Mar 14, 2018 at 10:09 AM

To: Santa Clara Apartments <2157santaclara@gmail.com>

Hi, Joe.

Sorry for the long delay in sending this information. I hope it will be useful!

Regis Paul Marcelin  
Apartment Q

### 1. Alameda Municipal Power Commercial Lighting Retrofit

This program pays up to 100% of the cost of an Energy Star lighting retrofit. You can have AMP and its contractors do everything:

<http://www.alamedamp.com/energy-plus>

Or, you can self-install, or hire an electrician of your choice:

<http://www.alamedamp.com/commercial-lighting-retrofit-self-install>

### 2. Alameda Municipal Power New Refrigerator Rebate

AMP will rebate \$50 of the cost of a new Energy Star refrigerator, and will pick up the old refrigerator. (E-mail [energymgt@alamedamp.com](mailto:energymgt@alamedamp.com) to see whether landlords who don't hold the residential electric account for each unit can use the online process or need to make special arrangements.)

<https://alameda-dsmtracker.com/shop/residential-rebates/new-energy-star-refrigerator-or-freezer.html>

Sears seems to have a few Energy Star refrigerators small enough for this building, such as the Frigidaire FFET1022QW:

<https://m.sears.com/frigidaire-10-cu-ft-top-freezer-refrigerator-white/p-04602442000P>

BestBuy also has some, including its house-brand Insignia NS-RTM10WH7:

<https://www.bestbuy.com/site/insignia-9-9-cu-ft-top-freezer-refrigerator-white/5161000.p?skuId=5161000>

### 3. Alameda Municipal Power LED Bulb Rebate:

AMP currently rebates of \$3-10 per LED bulb purchased. All that's needed is a picture of the receipt and the packaging, showing the Energy Star logo. I used a previous version of this program. It is for residential electric accounts, so tenants can use it themselves, and you can use it to replace bulbs when readying a vacant apartment.

<https://alameda-dsmtracker.com/shop/residential-rebates/led-light-bulbs.html>

#### 4. LED 2-pin Tube

This is an exact replacement for the 13 W 2-pin compact fluorescent bulb. I'd suggest trying only one, to make sure that it works with the ballast in the fixture. Energy Star pin tubes aren't available, so these won't qualify for rebates, but they do save energy and they have to be changed much less often than CFLs. It's also worth subscribing to the 1000bulbs.com e-mail list, as they send out coupon codes every week.

<https://www.1000bulbs.com/product/192674/LUNERA-10061.html>

#### 5. Other LED Tubes

I'm not sure whether the carport, balcony and laundry fixtures are all the same, so here are the main pages for 2- and 4-pin LED tubes in all different wattages. (2700K is warm white color, good indoors, and 4000K is cool white, good outdoors.) Feel free to leave an old bulb or package under my doormat and I'll find an exact match.

<https://www.1000bulbs.com/category/led-pl-retrofit-2-pin/>

<https://www.1000bulbs.com/category/led-pl-retrofit-4-pin/>