

Contact Information

Tenant Information:

Name(s): Rasheed Shabazz and Deborah JamesUnit Address: 442 1/2 Pacific Ave

Phone: _____

Email: _____

Landlord Information:

Name(s): Truyen DangUnit Address: 2802 Bayview Ave

Phone: _____ Email: _____

2018 OCT 15 PM 4:58
HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Rent Increase Information

1. What is the requested rent increase?

Current monthly rent: \$ 1,523* (Value A)Monthly amount of rent
with the requested increase: \$ 1,599 (Value B)

Amount of rent increase:

\$ 76* (Value C) 5 %

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? 1/1/2018 *dated 9/28/2018*
Month/ Day/ Year4. What is the effective date of the rent increase? 12/1/2018
Month/ Day/ Year

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

Other (please specify) Back Door + left in mailbox

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 ☒ Other

7. What was the start date of the tenancy? 12/1/05 Total years of residency 12 yrs 10 mths

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>8/1/2014</u>	<u>\$ 1,195</u>	<u>\$ 1,395</u>	<u>\$ 200-</u>	<u>16.7%</u> %
<u>12/1/2016</u>	<u>\$ 1,395</u>	<u>\$ 1,464</u>	<u>\$ 69-</u>	<u>4.9%</u> %
<u>12/1/2017</u>	<u>\$ 1,464</u>	<u>\$ 1,523</u>	<u>\$ 59-</u>	<u>3.8%</u> %
<u>___/___/___</u>	<u>\$</u>	<u>\$</u>	<u>\$</u>	<u> </u> %

Property Information

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

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

☒ No ☐ Yes ☐ I don't know

11. 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

12. Number of units in building 3 Stories 2

13. Unit details:

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

14. Please check any housing services offered at the unit:

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

15. 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) n/a

Rent Increase Response

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

\$ 0 (total monthly amount)

17. 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

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. 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 15, 2018
at Alameda, California.

Rasheed Shabazz
Print Name (Tenant)

Rasheed Shabazz
Signature (Tenant)

October 15, 2018

Dear RRAC Committee and Staff

Peace to you. I oppose any rent increases at 442 1/2 Pacific Ave. I request staff of the Rent Stabilization Program review the validity of the rent increase notice and the proposed increase for the following reasons:

The rent increase dated 9/28/2018 notice is invalid as it was not properly delivered. The notice was posted on my backdoor sometime between Sept 28 and Oct 1; and
A similar defective notice was delivered last year (2017); however, because the Landlord listed my legal name incorrectly and because my RP-01 response allegedly did not attach his notice, i did not receive an opportunity for a hearing. Thus, this increase would reaffirm a previous improper increase. (For the last year, I have paid an additional \$59 per month, in order to avoid additional three-day notices and the threat of eviction proceedings, in absent of legal options.)

Additionally, I would like this increase reviewed because:

c) more urgently, this will further negatively impact me financially. I am currently unemployed. The majority (84.6%) of my EDD claim has gone towards rent. Hopefully, I will secure full-time paid work soon, but my meager savings will not cover the increase. The Landlord not only unilaterally removed my mother from lease, but refuses me to allow anyone else to live with me—further impacting my relationships, finances, and my ability to help myself and others during this housing crisis;

d) the Landlord's cost of operations do not warrant increase. What additional expenses does the Landlord have justifying increases to our unit? After multiple requests, the Landlord finally replaced the carpet that has been in the unit since 2005. Only seemingly tethered to this planned and proposed rent increase, were other repairs made in the last month;

e) Finally, the amount of money from my family alone paid over last nearly 13 years likely paid off the 1990 mortgaged price for the property, not to mention prior tenants in unit and additional tenants on property. The Landlord certainly has made a fair return on his investment based on my family's wages.

For these reasons, I ask the Alameda Rent Program to recognize the current notice is invalid. Additionally, as stated in c, d, and e, I request you deny this increase. And, as we have communicated in prior correspondence to the Landlord, we are open to mediation. As long-term tenants, our relationship with the Landlord was harmed in 2015-2017 due to the attempted tenancy termination and proposed displacement by large rent increase (see RRAC Case 567).

Thank you in advance for your consideration.

Rasheed Shabazz
Son of Deborah James

60 Days Notice of Rent Increase

Date 9/28/2018

To: Rasheed Shabazz (AKA Reginald James) (tenant)

From: Truyen Dang(Landlord)

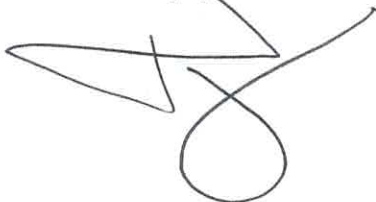
Re: Rent increase unit 442 Pacific ave ½ Alameda, CA 94501

You are hereby notified that effective 12/1/2018 your monthly rent will be increased 5% from \$1,523 to \$1,599 per month.

I am also offering you a new 1 year lease start 12/1/2018 and end 11/30/2019.

Also attached is copy of form RP-02(city of Alameda rent program) information about ordinance 3148

Sincerely yours

A handwritten signature in black ink, appearing to be 'Truyen Dang', with a large loop at the bottom and a horizontal line extending to the left.

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: Truyen Dang Address: 2802 Bayview dr. Alameda CA 94501
Phone: 510-521-9932 E-mail: tdang86378@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@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."