

### Contact Information

#### Tenant Information:

Name(s): Lauren Moriarty & Kieran MoriartyUnit Address: 1010 Oak St Alameda, CA 94501

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

#### Landlord Information:

Name(s): Drysdale Property ManagementUnit Address: 885 Island Dr. #201  
Alameda, CA 94502Phone: (510) 523-1166 Email: propertymanager@drysdalepm.com

### Rent Increase Information

1. Current monthly rent: \$2725 (Value A) } Amount of rent increase:  
 Requested increased rent: \$2861 (Value B) } \$135 (Value C) 5%  

$$\text{Value B} - \text{Value A} \quad \text{Value C} \div \text{Value A}$$

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 / 26 / 2018  
 Month/ Day/ Year

4. What is the effective date of the rent increase? 12 / 01 / 2018  
 Month/ Day/ Year

5. How was the rent increase notice served? In-Person \_\_\_\_\_ Post & Mail ✓  
 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? 12/18/15      Total years of residency 2 years  
*Month/ Day/ Year*      and 11 months
8. Rent Increase History

<b>Rent Increase Effective Date</b>	<b>Rent Increased From</b> (Value D)	<b>Rent Increased To</b> (Value E)	<b>Increase Amount</b> (Value F) <i>Value E-Value D</i>	<b>Increase Percentage</b> <i>Value F ÷ Value D</i>
<u>05 / 01 / 17</u>	\$ 2600.00	\$ 2725.00	\$ 125.00	5 %
<u>  </u> / <u>  </u> / <u>  </u>	\$	\$	\$	%
<u>  </u> / <u>  </u> / <u>  </u>	\$	\$	\$	%
<u>  </u> / <u>  </u> / <u>  </u>	\$	\$	\$	%

## 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 3 Stories 2
12. Unit details:
- Number of bedrooms 1 Bathrooms 1
  - Current number of occupants: Age 0-17      Age 18-61 2 Age 62+
13. Please check any housing services offered at the unit?
- Gas      Water ☒ Electricity      Garbage ☒ Recycling ☒ Pet rent
  - Off street parking 1 Garage parking      Elevator      Building security
  - Pool      Furnished      Other:
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?

\$ 2725 (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 Unless the hearing that is scheduled is mediation enough?

**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 November 8, 2018  
at Alameda, California.

Kieran & Lauren Moriarty

Print Name (Tenant)

Kieran Moriarty LM  
Signature (Tenant)

**To add on some additional information & context we are including the message we sent to Drysdale Property management. At this point in time they are still waiting to hear from the owner, it has been 4 business days and they have followed up at least once.**

*Dear Property Manager,*

*We received notice of our rent increase and strongly feel that an increase to \$2861 / month puts our 1 BR apartment well above market rate for Alameda, and could lead to us being priced out of our lease.*

*Before we became tenants in January 2016, the Harbor Bay associate we worked with informed us this property went uninhabited for over 3 months due to the high listing price (\$2600 at that time) and having only 1 BR despite a large floor plan which is difficult to maintain and occupy during cold months due to lack of heat (just a few space-heaters!). Currently, 1 BR apartments with heat in Alameda rent for [\\$2474 / month on average](#).*

*If approved, this will be our 2nd rent increase since occupying the property in January 2016. In this time, there have been no improvements to the property itself. We have been reluctant to initiate requests for improvements, for fear of triggering a rent increase. In light of the recent notice we would like to request the following improvements:*

- Re-grout tile kitchen counters (grout is badly eroded and is a haven for grime and mold)*
- Re-caulk around bathtub*
- Re-paint kitchen cabinets (they appear to not have been painted in a long time)*
- Increase water pressure in shower / replace shower head system.*
- Replace linoleum flooring in kitchen. (Appears to have not been done in years, and is badly dated.)*
- Re-glaze main living room window. (Currently glass is not seated in the frame, and lets in a big draft.)*
- Re-mount bathroom light fixture - current construction interferes w/ vanity mirror opening.*
- Strip and re-paint windowsills. Currently the paint is layered and chipping, collecting dust easily.*
- The ability to paint the walls a matte white. We are willing to do the labor, but would ask for Drysdale to reimburse for materials.*

*We have always planned on being long-term tenants of 1010 Oak St., and have consistently behaved as such for the past 3 years (always paying rent on time, immediately reporting any maintenance issues, caring for the property as if it were our own, establishing great relationships with our fellow tenants and other neighbors.) We love Alameda, and hope to make it our home as we prepare to buy a house in the next 3 - 5 years. We also enjoy our relationship with Drysdale, and we hope to work with you to allow us to save for this big next step and to avoid being priced out of our current lease. We would be happy to meet with you in person to discuss further.*

*Below are some comps that are either comparable, larger and/or newer that are at or below our current price of rent, including listings from your own company:*

- [Drysdale: Newly Remodeled 3BR / \\$2700](#)*
- [Drysdale: 2 BR, new renovations / \\$2650](#)*
- [Drysdale: 2 BR, 2 Bath, Private deck / \\$2730](#)*
- [Bay View 2BR / \\$2650](#)*
- [2BR, currently being remodeled / \\$2700](#)*
- [1BR, 1000 sq ft with private deck & gas & water included / \\$2350](#)*

*Thank you for your consideration,  
Kieran + Lauren Moriarty*

**In addition to the above, to speak candidly..we feel that even with some or all of the improvements we have requested, a 5% rent increase puts the apartment well over what it could be leased at to a new tenant.**

- We do not have heat - this means that in the winter months we don't even use half of the apartment**
- The kitchen has not been upgraded aside from fridge & dishwasher since before the 1970's - an aesthetic kitschiness that we do like, but it is also in a bad state regarding cleanliness - particularly the tiled kitchen counter which the grout is eroded and a haven for mildew)**
- We do not have a private outdoor space**
- Our laundry is in a separate building and is coin-op**
- The 3 unit home has very little privacy - built in 1905 the floors let even normal speaking voices to travel up/downstairs**
- The owner bought this property site-unseen, he visited for a 2 minute walk-thru while he was in the states on business 2 ½ years ago. Friendly enough guy but he really is not familiar with the property. The property managers are currently diverting to him on how to proceed with our request for negotiating the rent increase, he has been unresponsive for the past 4 business days.**

This rent increase puts us at spending 33% of our monthly income on rent.. According to the government we are therefore “cost-burdened”.

Link [here](#)

*Why 30%? That’s the percentage that the government has used since 1981 to decide who qualified for public housing programs and initiatives.*

*Households that spend more than 30% of their income on housing costs are said to be cost burdened.*

We FEEL it. The more we pay in rent, the less we are able to pay towards our student loans. The more we pay in rent, the farther off our ability to save for a downpayment becomes. We understand there is a solution in moving to a less expensive place, but moving is an incredible cost burden in itself, not to mention we have made this place our home for what we hoped would be for several more years. To think that we’ve seen our rent go up \$260 in less than 3 years, moving to a less expensive place comes with the same potential threat.

Thank you for your time in reviewing this. Please let us know if there is anything additional we should include.

Best,  
Kieran & Lauren



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

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

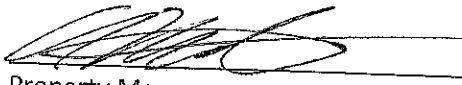
Kieran Moriarty & Laureen McWilliams  
1010 Oak Sreet  
Alameda, CA 94501

In accordance with Civil Code Section 827, you are hereby notified that thirty (30) days after service of this Notice or December 01, 2018 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 \$2861.00, WITH AN OPTION TO RENEW YOUR LEASE FOR ONE (1) YEAR, INSTEAD OF THE CURRENT MONTHLY RENT OF \$2725.00.

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

Dated: October 26, 2018

  
\_\_\_\_\_  
Property Manager

If you choose to renew your original lease agreement, please sign below and return to us by November 26, 2018

Terms of the original lease agreement are hereby extended from December 1 2018 through November 30, 2019.  
The rent amount for this period will be \$2861.00.

\_\_\_\_\_  
Owner by

\_\_\_\_\_  
Resident Date

\_\_\_\_\_  
Property manager Date

\_\_\_\_\_  
Resident Date

**CITY OF ALAMEDA**

REQUIRED TEXT OF NOTICE TO A TENANT FOR A RENT INCREASE EQUAL TO OR LESS THAN 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, the landlord is also required to provide to the tenant a separate notice concerning the availability of rent review procedures under the Ordinance. 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. Please note that the text of this notice must be provided to a tenant each and every time there is a rent increase equal to or less than 5%.

**DRYSDALE PROPERTY MANAGEMENT, AGENT FOR OWNER**

885 Island Drive, #201, Alameda, CA 94502

510.523.1166 phone 510.523.3734 fax

receptionist@drysdalepm.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.