

Contact Information

Tenant Information

Tenant name *	Email	Phone number
Tristen Schmidt		Numbers only
Thomas Waters		Numbers only
Ian Waters		Numbers only

Tenant street address *	Unit number	City	State
434 Central Ave.	301	Alameda	CA

Landlord Information

Landlord name *	Email	Phone number
434 Central LP	info@kadamiaenterprises.com	5108651231 Numbers only

Landlord street address *	Unit number	City *	State *	Add name
unknown/unprovided		unknown	un	- Only w hen there are multiple addresses

Rent Increase Information

Current Rent Increase Offer

1. What is the current monthly rent? *	What is monthly amount of rent with the requested rent increase? *	Increased amount	Increased percentage
\$ 2,152.50	\$ 2,260.00	\$ 107.50	4.99419%

2. What date was the notice served on the tenant? *

11/30/2018

3. What is the effective date of the rent increase? *

1/1/2019

4. How was the rent increase notice served? *

☐ In-Person ☐ Post & Mail ☒ Other (please specify)

Taped to apartment door

Rent History Information

5. Is the current tenancy under a lease (or other written rental agreement) or a month-to-month agreement? *

☐ Lease ☒ Month-to-Month

6. What was the start date of the tenancy? *

3/7/2015

7. Have previous rent increases been imposed on the tenant(s) at this unit? *

☐ No ☒ Yes

Rent increase history at this unit

Rent increase effective date	Rent increased from	Rent increased to	Increased amount	Increased percentage
4/1/2017	\$ 2,050.00	\$ 2,152.50	\$ 102.50	5%
4/16/2017	\$ 1,975.00	\$ 2,050.00	\$ 75.00	3.79746%

Property Information

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

Any unit receiving Section 8 assistance is not required to use this form and must follow rent increase procedures under the Section 8 program

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

☐ No ☐ Yes ☒ 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

	Stories in the building *	Units in the building *	Bedrooms in the unit *	Bathrooms in the unit *
11. How many?	3	16	2	1

	Age 0-17	Age 18-61	Age 62+
12. How many occupants reside in the unit?	1	1	1

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 ☐ None
☐ Other (please specify)

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)

Working elevator, managers on site on weekends. Repairs as requested and frequent respectful communication from managers on upcoming changes.

Rent Increase Response

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

[Click here for more information.](#)

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

\$ 0.00

Total monthly amount

16. Share your perspective on this rent increase by uploading the documents indicated below :

Would you like instructions on how to upload a document?

☐ No ☒ Yes

Upload Instructions:

1. Click the grey Upload button below.
 2. A window will appear that displays the files in your computer
 3. Choose the file(s) from your computer that you would like to upload.
 4. Click Open.
- a. Submit a copy of the rent increase notice and any attachments you received with the rent increase.
- b. Please provide a written statement explaining your perspective on the rent increase amount.

Optional: Type your statement here.

A new hot water heater was left on property for a week before installation. No hot showers were offered until after first day, when empty apartment was offered. Repair to toilet denied. In both of the previous scenarios, on site managers hired outside worker. Elevator often does not work, will not come to third floor when called from third floor, so I am unable to have the infant I nanny for come here. Packages left locked in office over weekend. When I informed on site manager of intent to schedule RRAC meeting, she accused me of not being on lease and never having spoken to her. I was a victim of fraud in November and am being charged \$2800. I never had by Bank of Marin. I do not get 5% increases every other year nor yearly. I have been caring for many of the same children for years, which helps their neural development. Parents should not have to rely on teenagers or people from other cities traveling through morning gridlock. My husband is a semi-retired teacher who tutors. Whoever owned our building complex at move-in, consisting of our building and a much larger building adjacent also owned Lincoln Apartments. We were made aware by other tenants that these buildings were for sale. We have not been notified by landlord nor management if building has been sold. Our building is on the other side of Paden School from 470 Central which remains largely empty and has a degraded facade for over a year, and lost an entire community of Paden and Encinal children. Our own son was devastated when, in fifth grade, Gallagher & Lindsey evicted us in the middle of the school year to allegedly fix a pipe which they'd refused to fix for the previous 10 years. Children need stable community for optimal mental health, The community needs stability of care providers and other helping professionals to reduce crime and traffic, There has been an increase in traffic accidents and theft since long-term residents were evicted for profit and replaced with people who use Alameda as a place to sleep at night and have no investment in the success of the community. I deliver food to homeless people in Oakland who were once Alameda residents. Where is *their* return on their investment? We have landlords with a desire for great sums of financial increase resulting in women and children being assaulted on the streets. It has been the norm to value money over human needs and this has led to climate change. It is time to get out of the myopic "free market" myth. Not everyone wants to be a property hoarder or banker. I use my master's degree in counseling psychology to volunteer to help people on the streets who've been victims of predatory loans and illegal evictions. My time is valuable, more valuable than money, and I am one step from living in a tent with exponentially increasing rents. I have put 22 years of my life into Alameda. No return on investment for me for volunteering in multiple roles which few would do even for pay. All I am asking is a fair return on my investment of time and the basic human right of keeping a roof, the same roof in the same school district, over my family's head. It is time to put need before greed. I could go on, but in short, people either have compassion and are capable of weighing morality above money, or they are not.

c. Please submit supportive documentation to substantiate your statements.

image1 (1).jpeg	2.54MB
image2.jpeg	2.7MB
IMG_2318.JPG	3.35MB
IMG_2317.JPG	2.52MB
Image-1.jpg	180.53KB

Mediation Request

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

☒ No ☐ Yes

Declaration

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

1. The information in this form is true and correct to the best of my knowledge and belief.
2. Any and all attachments I have included herewith are either the originals or true and correct copies of the originals.

4. This declaration (certification) was executed on *

12/3/2018

Date

5. This declaration (certification) was executed at *

Alameda CA

Location (City, State)

*

Tristen Schmidt

Print Name

*



Signature (Tenant)

NOTICE OF CHANGE IN TERMS OF TENANCY

TO: Thomas Waters
All Residents (tenants and sub-tenants) and all others in possession

PREMISES: 434 Central Avenue #301
Alameda, CA. 94501

Please take notice that after the delivery of this notice to you, and each of you, that the following change in terms of tenancy shall be applied to the terms under which you hold the premises described above.

CHANGE: As of January 1, 2019, your current apartment rent of \$2,152.50 will be increased to \$2,260.00 per month.

Your failure to honor, in full, this change will thereby initiate an election of forfeiture of your rental agreement under which you hold possession of the above described premises. This notice is given pursuant to Section 827 of the California Civil Code, for the purpose of giving you this notice as set forth more fully above.

To: Thomas Waters and All Residents (Tenants and Sub-Tenants) and all other in possession at Premises: 434 Central Ave. # 301, Alameda, Ca. 94501

This tenancy is subject to the City of Alameda Ordinance No. 3148. At this time, Surfside Apartments would like to offer you an option of signing a one-year lease commencing January 1, 2019. If you would like to do so, please stop in at the leasing office before December 15, 2018, or contact Management at 510-865-1231 to schedule an appointment prior to December 15, 2018.

DATED: November 30, 2018

Sincerely,

434 Central Avenue Apartments, LP.

MANAGEMENT

Receipt Acknowledged by Resident(s):

*we have had a reduction
in service*

*1. Elevator does not
work*

*2. Packages are inaccessible
over weekend*

3. Showers not available daily

*4. Leaking toilet never fixed
"plumber" declared no
pro*

Residents/Tenant(s) Name(s) and Signature(s)

Date

until it was repaired 24 hours later.

Although I understand your concern with the rental increase, we have followed all rules and regulations in place set By Alameda Rent Review Council. We will await the response by RRAC.

Also Tristen after further review of the Lease I have discovered you are not a resident here at Surfside Apartments, can I presume that you are family to Mr. Tom Waters? I apologize for I have never met you personally so I am unaware if you are indeed related to Mr. Waters.

Thank you and have a great day,

Best Regards,

Veronica Rodriguez

Grant Eshoo

From: Veronica Rodriguez <veronica2@kadamienterprises.com>
Sent: Sunday, December 02, 2018 12:09 PM
To: Tristen Schmidt
Cc: Rent Stabilization Program;
Subject: RE: RRAC Meeting request

Categories: Addressed and in Call Log

Good Morning Tristen,

Thank you for the response and the additional update, I have forwarded the emails to our main office and Attorney, we will await the response from RRAC.

Thank you again,

Have a great Day,
Best Regards,

Veronica

From: Tristen Schmidt
Sent: Sunday, December 02, 2018 11:29 AM
To: Veronica Rodriguez <veronica2@kadamienterprises.com>
Cc: rrac@alamedahsg.org;
Subject: Re: RRAC Meeting request

Forgot; there's rust in our water since pipe was fixed. I would not continue to invite a person in who denies reality. I would assume someone paid to manage would notice daily malfunction of elevator for months. I am Tom's wife and am on the original lease which you inherited. I spoke to you in person this week about your leaving our packages locked in an office all weekend while you are away and the problem this presents with perishable food deliveries. Another reduction in service: previous managers were on site 7 days per week.

Tristen

On Dec 2, 2018, at 11:02 AM, Veronica Rodriguez <veronica2@kadamienterprises.com> wrote:

Good Morning Tristen and Tom,

Thank you for the emailed information, I am responding to your email below.

Below you will find your concerns and my answers to the claims.

1. "being unable to rely on the elevator. It doesn't come up from the first floor to the third when called on the third."

This is an issue that was reported from you on 7/14/18, you had been informed that the elevator had an electrical malfunction and it was repaired on 7/18/18. Since then no other report has been made by you or any other resident.

2. Your "plumber" declared our leaking toilet doesn't leak, so we have spent more money on paper towels and cleaning sprays to deal with this daily

In regards to the toilet repair, it was a broken toilet seat which was requested and it was replaced on 8/10/2018, no report of a leaking toilet has been received from you.

If issues are not reported we have no knowledge of them, thus we cannot repair. If you are having to clean up water around your toilet daily this is an issue, if not reported it can damage the subflooring of the unit. This is not something we would allow to occur if reported.

3. Also the lack of 24 hours notice for several days without a shower is another serious lack of service.

As you are well aware this was an Emergency discovered at 6am on 7/13/18, and all residents had been informed and updated throughout the process. Had this been a scheduled repair you would have received 24 hour notice. We also provided you access to hot water in Clean vacant units until it was repaired 24 hours later.

Although I understand your concern with the rental increase, we have followed all rules and regulations in place set By Alameda Rent Review Council. We will await the response by RRAC.

Also Tristen after further review of the Lease I have discovered you are not a resident here at Surfside Apartments, can I presume that you are family to Mr. Tom Waters? I apologize for I have never met you personally so I am unaware if you are indeed related to Mr. Waters.

Thank you and have a great day,

Best Regards,

Veronica Rodriguez

From: Tristen Schmidt
Sent: Sunday, December 02, 2018 10:08 AM
To: Veronica Rodriguez <veronica2@kadamienterprises.com>
Subject: Fwd: RRAC Meeting request

Hi Veronica,

I have requested a RRAC review of your employer's rent increase request. Below are a few of my reasons. In addition, there has been a reductions in services, including but not limited to, being unable to rely on the elevator. It doesn't come up from the first floor to the third when called on the third. This would normally precipitate a decrease in rent. Your "plumber" declared our leaking toilet doesn't leak, so we have spent more money on paper towels and cleaning

sprays to deal with this daily. Also the lack of 24 hours notice for several days without a shower is another serious lack of service.

The presence of the property owner or designated spokesperson will be required at this meeting. I am assuming this will be you. I will let you know the date and time as soon as I find out. I believe the city will also be informing you.

Tristen

Begin forwarded message:

From: Tristen Schmidt
Date: December 2, 2018 at 9:49:05 AM PST
To: rrac@alamedahsg.org
Cc:
Subject: RRAC Meeting request

We would like to be scheduled for a RRAC rent increase review as soon as possible. Given that the city of Alameda refused a *livin*g minimum wage increase to workers, has failed to collect fees per unit from landlords, has failed to adequately address poor habitability conditions in rentals (and actually increased problems on the base by allowing Gallagher & Lindsey mismanagement) and has consistently demonstrated a classist bias of valuing endless profits for landlords for over sustaining basic necessities of living for all its residents, we do not believe that city-appointed RRAC members have the right to approve exponentially increasing annual raises for out- of-state landlords.

We are two 22-year renting residents of Alameda who have been consistently been treated as unworthy of basic human rights by landlords, a local management company, and city council. We both possess Masters degrees and choose to work in helping professions with chronically inadequate financial rewards because we value the humanity of oppressed people on whose labor this country thrived.

I, Tristen, also volunteer a great deal of time to helping homeless women stay alive. Each city is required to provide permanent housing for it's unhoused residents under the emergency statewide shelter ordinance. Because of the large amount of people raised in Alameda who had to leave during widespread evictions for profit, and the police practice in Alameda of sending unhoused people on the city AC transit bus with a pamphlet of Alameda County services which are actually in inoperative or full, it is left to the nonsociopathic and aware residents to volunteer to do the work which nonprofits and all local bay area city governments with their millions of dollars fail miserably to provide.

With increasing severe weather events from the climate change feedback loop, and the ever present threat of earthquakes, handing most of our earnings to narcissistic money-addicted landlords with no concern for community stability is in no one's best interest in this 12 square mile island.

Please reply with the hearing date as soon as possible so we may notify our very busy attorney.

Tristen Schmidt

Tom Waters

434 Central Ave. Apt. 301
Alameda CA 94501

Grant Eshoo

From: Tristen Schmidt
Sent: Saturday, December 08, 2018 9:25 AM
To: Rent Stabilization Program
Cc: cbotkin@alamedaca.gov
Subject: Schmidt, Tristen fraud case

Please add to your records. The bank immediately forwarded nonexistent funds from a forged check. Depositor unaware of forgery. Bank accepts no liability or responsibility for their role in also not recognizing a forgery. Now they are adding fees to checks written in November prior to us becoming aware of, and notifying them of, fraud. Including car insurance. We are in danger of homelessness if we do not claim bankruptcy.

DATE: NOVEMBER 29, 2018
ACCOUNT NUMBER: [REDACTED]

FOR PERSONAL ASSISTANCE CALL:
510-748-8425

[REDACTED]
THOMAS MICHAEL WATERS
434 CENTRAL AVE UNIT 301
ALAMEDA CA 94501-3648

OVERDRAFT NOTICE

THE ITEMS LISTED WERE PRESENTED FOR PAYMENT AGAINST
YOUR ACCOUNT ON 11-29-18 CREATING AN OVERDRAFT OF
\$ [REDACTED]. THE DISPOSITION OF THE ITEMS IS
INDICATED BELOW:

DESCRIPTION	AMOUNT	DISPOSITION
PREAUTHORIZED DEBIT	[REDACTED]	RETURNED
CHECK 1361	[REDACTED]	RETURNED
CHECK 1362	[REDACTED]	RETURNED
DEPOSIT RETURN ITEM	[REDACTED]	PAID
SERVICE CHARGE	[REDACTED]	PAID

A TOTAL FEE OF \$90.00 WAS APPLIED TO YOUR ACCOUNT
FOR THE HANDLING OF THESE ITEMS. YOUR ACCOUNT REMAINS
OVERDRAWN \$- [REDACTED]. PLEASE MAKE A DEPOSIT TO
COVER THIS AMOUNT.

Fake checks: The nanny or caregiver scam

Share this page

January 13, 2015

by Carol Kando-Pineda

Counsel, FTC's Division of Consumer & Business Education

Do you offer your professional services as a babysitter, nanny, or other kind of caregiver? You may have used websites that can match you up with potential clients – sites like Care.com or Sittercity.com. These sites can be a convenient and efficient way to drum up business. But scammers may misuse these sites. FTC staff has seen complaints about con artists cheating caregivers with a counterfeit check scheme that asks you to send payment to a third party. Details may vary, but, in general, the scam works like this:

Someone replies to your listing on the site, saying they want to hire you to care for their child, parent, or even a pet. They often say they live out of state and are moving to your area soon. They may ask you – with a very persuasive story that tugs at your heartstrings – to accept delivery of special items or medical equipment their loved one will need while in your care. They send you a check to deposit and ask you to keep some money as payment for your services and then transfer the rest to a third party – supposedly to pay for the goods.

What's the problem? The [check and the third party turn out to be fake](#). It takes only a day or two for your bank to make the money available to you, but it can take weeks for your bank to determine a check is phony. If you already withdrew that money, you're on the hook to pay back the bank. If you've already transferred the money to the third party, it's gone – like sending cash. And, since the recipient can pick up the money from a

different money transfer location than the one you sent it to, it's nearly impossible to find the recipient. That's how these con artists avoid detection.

So how can you protect yourself? If a potential client urges you to transfer money using a service like Western Union or MoneyGram, it's probably a scam. Don't send money to someone you don't know, either in cash or through a money transfer service. Likewise, don't deposit a check from someone you don't know and then transfer the money. No matter how convincing the story, it's a lie. And, as always, don't respond to any messages that ask for your personal or financial information, regardless of whether the message comes as an email, a phone call, a text, or an ad.

If you or someone you know was tricked into transferring money – for any reason, report it to the money transfer company:

- MoneyGram: 1-800-666-3947 (1-800-955-7777 for Spanish) or at [moneygram.com](https://www.moneygram.com)
- Western Union: 1-800-448-1492

Then, report it to the [FTC](https://www.ftc.gov). And you may want to notify the site that's being misused. The scammer is likely trying to prey on other caregivers looking for work.

Tagged with: [fake check](#), [jobs](#), [scam](#)

Blog Topics: [Jobs & Making Money](#)

Give To Applicant

RECEIPT FOR APPLICATION FEE

Applicant: Tom M. Waters	Applicant Address: [REDACTED]	Date: February 23, 2015
Requested By: 434 Central Avenue, LLC	Apartment Address: 434 Central Avenue #301, Alameda, CA 94501	

Application Fee - Description	Amount
Application fee for Tom M. Waters	\$1.00
Payment - Thank You	-\$1.00
Total Due Applicant:	\$0.00

ON-SITE.COM incurred the following expenses as a result of this application.
They are included here to demonstrate that the application fee is not a source of profit.

Itemized Property Expenses	Amount
Credit Check for Tom M. Waters	\$9.20
Landlord Tenant Court Search for Tom M. Waters	\$4.75
OFAC/BDN Search for Tom M. Waters	\$0.00
Verification for Tom M. Waters	\$5.00
Administrative Costs for Tom M. Waters	\$0.00
Total Property Expenses:	\$18.95

it in the OWNER'S opinion, necessary for the conservation of water. RESIDENT understands that the utility or billing provider will issue the utility bills. Utility bills are issued separately from the rent bills and are to be paid directly to the utility provider or billing company. OWNER shall make reasonable arrangements to establish the water and sewer account with a billing provider, if not billed directly by the utility provider.

6) **JOINTANTS** Guest(s) staying over 15 days without written consent of OWNER shall be considered a breach of this LEASE. ONLY individuals listed on this LEASE as RESIDENTS, and no others shall occupy the subject apartment for more than 15 days unless the expressed written consent of OWNER is obtained in advance.

7) **HAZARDOUS MATERIALS** RESIDENTS or their guests shall not use or keep on the PREMISES (including storage areas), any dangerous substances, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. NO liquid-filled furniture, items of unusual weight and dimension or highly combustible materials or other items, which may pose hazard or effect insurance rates, shall be kept on the premises.

8) **PETS** NO animal of any kind shall be kept on the premises, for any amount of time, without obtaining the prior written consent from OWNER. RESIDENT must fill out a Pet Addendum and meet the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon 30-day written notice.

9) **PARKING** RESIDENT is hereby assigned parking space #3. Vehicles illegally parked, without current registration, or inoperable will be towed at vehicle owner's expense. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Vehicles may not be washed, repaired or left unattended on jacks or blocks. No motor propelled vehicles may be stored or parked in or on balconies, apartments or common areas. Speed Limit within the apartment community is 5 MPH. Management reserves the right to revoke or change RESIDENT parking assignment with advance written notice.

10) **DAMAGES TO PREMISES** If the premises are damaged by fire or from any other cause, which renders the premises inhabitable, either party will have the right to terminate this LEASE as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of RESIDENT, or his or her invitees, then only the OWNER will have the right to terminate. Should either OWNER or RESIDENT exercise this right, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to RESIDENT. If this LEASE is not terminated, OWNER will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for RESIDENT'S occupancy. The proportionate reduction will be based on the extent the repairs interfere with RESIDENT'S reasonable use of the premises.

11) **CONDITION OF PREMISES** RESIDENT acknowledges that he has examined the premises and that said premises and all furnishings, fixtures, plumbing, heating, electrical facilities, and all other items provided by OWNER are clean, and in good and satisfactory condition except as may be indicated elsewhere in this LEASE. RESIDENT agrees to keep all the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees. Defects in plumbing, wiring, appliances, or structure must be reported to Management immediately. We especially want to know about water leaks. Expenses related to prolonged damages will be charged to RESIDENT.

At the termination of this LEASE, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition. The premises shall be free of all trash and personal property not belonging to the OWNER. If trash is left behind, RESIDENT agrees to pay OWNER charges to haul away trash. It is agreed that all dirt, holes, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute normal wear and tear.

12) **MAINTENANCE AND ALTERATIONS** RESIDENT shall not paint, wallpaper, alter or redecorate, re-key or change locks, install antenna or other equipment, use screws, fastening devices, excessively large nails, any adhesive materials, place signs, displays or other exhibits, on or in any portion of the premises without the written consent of the OWNER. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, potato peels, toothpicks, match sticks, celery, pits, grease, metal ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stoppage of waste pipes or over flow from bathtubs, washbasins, toilets, or sinks caused by inappropriate use.

All lighting fixtures have working bulbs after move in it will be the responsibility of the RESIDENT to replace any bulbs.

13) **RULES** RESIDENT shall comply with all rules of the apartment building. Said rules may be changed from time to time.

NOTICE: Notices and receipts to be given to the applicant(s) are included at the end of this printout.

Rental Report for Tom M. Waters

This report does not guarantee the accuracy or truthfulness of the information as to the subject of the investigation, but only that it is accurately copied from public records and information generated as a result of identity theft, including evidence of criminal activity, may be inaccurately associated with the consumer who is the subject of the report. An applicant who is the subject of this report may obtain a free copy at any time by contacting On-Site Renter Relations. El solicitante que es objeto de este informe puede obtener una copia gratuita por contactar On-Site Renter Relations.

Identity	From Application	From Experian
Name:	Tom M. Waters	TOM M. WATERS THOMAS M. WATERS
SSN:	[REDACTED]	[REDACTED]
Birth Date:	[REDACTED]	[REDACTED]
Driver's License #:	[REDACTED]	

Addresses	From Application	From Experian
	[REDACTED]	[REDACTED]

Employment	From Application	From Experian
Applicant:	Teacher [REDACTED] \$4,000.00/Mo. Total monthly Income: \$5,380.00	EMPLOYED TEACHERS ON RESERVE

Verifications			
Address:	1112 Santa Clara Ave		
Requested For Tom M. Waters Requested Date 2/23/2015	Landlord from Application	Address	Prior Rent
	Gallagher and Lindsey-Lisa (510) 522-3322	[REDACTED]	\$1,400.00
	Results Pending		
Comments From On-Site.com 2/23 11:25 AM PST (SGA) - Faxed verification request form with online authorization. 2/23 11:25 AM PST (SGA) - Called the phone number provided (510) 522-3322 and was directed to fax (510) 521-7272.			

Landlord Tenant Court Records	
From On-Site.com	[REDACTED]

OFAC/SDN/Terrorist Watchlist Search		
From On-Site.com		
Requested For Tom M. Waters	Results [REDACTED]	Returned 2/23/2015



- ☒ Assignment of Property
☒ California Proposition 65 Warning
☒ Criminal Activities
☒ Electronic Equipment Addendum
☒ House Rules Addendum
☒ Lead-Based Paint Hazards Addendum
☒ Move-In/Move-Out Itemized Statement
☒ Parking and Towing Policies
☒ Pool/Jacuzzi Rules Addendum
☒ Roommate Rules Addendum
☒ Utility Invoicing and Allocation Agreement

- ☒ Bedbug Addendum
☒ Child Responsibility
☒ Drug-Free Housing Addendum
☒ Fitness Center Rules Addendum
☒ Insurance Facts for Residents
☒ Mold and Mildew Addendum
☒ Non-Smoking Areas Addendum
☒ Pest Control Notice Addendum
☒ Proposition 65 Brochure
☒ Smoke Detector Addendum
☒ Lead Paint Booklet

Received from **Tom M. Waters**, the sum of **\$250.00**, (**two hundred and fifty dollars**), evidenced by check # _____ as a deposit. Upon acceptance of this LEASE, the OWNER of the premises will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE
Rent for the period March 6, 2015 to March 31, 2015	\$1,645.80	\$0.00	\$1,645.80
Security Deposit (not applicable toward last month's rent)	\$800.00	\$250.00	\$550.00
Remote Deposit	\$50.00	\$0.00	\$50.00
TOTAL	\$2,495.80	\$250.00	\$2,245.80

EXPLANATIONS

- 1 Rent:
 2 Security Deposit:
 3 Remote Deposit: **\$50.00**

In the event the OWNER does not accept this LEASE **within three days**, the total deposit received will be refunded.

Receipt for deposit acknowledged by _____

Owner/Agent

Dated: 3-7-15

The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this LEASE and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

The undersigned RESIDENT has read and understands this LEASE and hereby acknowledges receipt of a copy of the "Lease Agreement".

Tom M. Waters

Tom M. Waters (Resident)

Date

[Signature]

(Owner/Agent)

3-7-15

Date

From: Tristen Schmidt
Sent: Saturday, December 29, 2018 11:43 AM
To: Rent Stabilization Program
Cc:
Subject: Schmidt, Tristen rent review elevator documentation #2Fwd: Elevator
Attachments: IMG_0990.MOV

This video was taken December 29 from the first floor. The other video (separate email) was December 28 from the third floor.

Tristen

Begin forwarded message:

From: Tom Waters
Date: December 29, 2018 at 11:15:49 AM PST
To:
Subject: Elevator

Sent from my iPhone

- ☒ Assignment of Property
- ☒ California Proposition 65 Warning
- ☒ Criminal Activities
- ☒ Electronic Equipment Addendum
- ☒ House Rules Addendum
- ☒ Lead-Based Paint Hazards Addendum
- ☒ Move-In/Move-Out Itemized Statement
- ☒ Parking and Towing Policies
- ☒ Pool/Jacuzzi Rules Addendum
- ☒ Roommate Rules Addendum
- ☒ Utility Invoicing and Allocation Agreement

- ☒ Bedbug Addendum
- ☒ Child Responsibility
- ☒ Drug-Free Housing Addendum
- ☒ Fitness Center Rules Addendum
- ☒ Insurance Facts for Residents
- ☒ Mold and Mildew Addendum
- ☒ Non-Smoking Areas Addendum
- ☒ Pest Control Notice Addendum
- ☒ Proposition 65 Brochure
- ☒ Smoke Detector Addendum
- ☒ Lead Paint Booklet

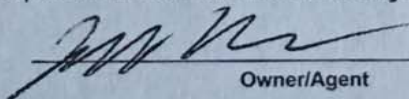
Received from **Tom M. Waters**, the sum of **\$250.00, (two hundred and fifty dollars)**, evidenced by check # _____ as a deposit. Upon acceptance of this LEASE, the OWNER of the premises will apply the deposit as follows:

	TOTAL	RECEIVED	BALANCE DUE
Rent for the period March 6, 2015 to March 31, 2015	\$1,645.80	\$0.00	\$1,645.80
Security Deposit (not applicable toward last month's rent)	\$800.00	\$250.00	\$550.00
Remainder Deposit	\$50.00	\$0.00	\$50.00
TOTAL	\$2,495.80	\$250.00	\$2,245.80

EXPLANATIONS
1 Rent:
2 Security Deposit:
3 Remainder Deposit: \$50.00

In the event the OWNER does not accept this LEASE **within three days**, the total deposit received will be refunded.

Receipt for deposit acknowledged by



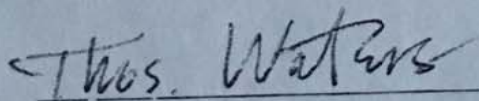
Owner/Agent

Dated:

3-7-15

The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this LEASE and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

The undersigned RESIDENT has read and understands this LEASE and hereby acknowledges receipt of a copy of the "Lease Agreement".



Tom M. Waters (Resident)

Date



(Owner/Agent)

Date

3-7-15

jury trial.

25) NEGATIVE CREDIT REPORT Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

26) NOTICES All notices to RESIDENT shall be served at RESIDENT'S apartment and all notices to OWNER shall be served at the PROPERTY OFFICE. Unless otherwise provided, any notice which either party may give or is required to give, must be in writing, may be given personally or by mailing the same, postage prepaid, to RESIDENT at the premises or to OWNER or OWNER'S authorized agent at the PROPERTY OFFICE address or at such other places as may be designated by the parties from time to time. Notice will be deemed effective three (3) days after mailing, or on personal delivery, or when receipt is acknowledged in writing.

27) VOLUNTARY VACANCY If and when RESIDENT voluntarily vacates the premises, RESIDENT hereby agrees to immediately sign a statement, at no costs to OWNER or RESIDENT, which meets the requirement necessary to substantiate and prove for any governmental purposes, such as rent control laws, that RESIDENT did in fact, voluntarily vacate. If RESIDENT fails to sign the required statement within three days after vacating, RESIDENT shall be liable to OWNER for the amount of all losses reasonably suffered by OWNER as a result of not being able to claim a voluntary vacancy, said loss may substantially exceed RESIDENT'S Security Deposit.

28) MEGAN'S LAW The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 100,000 or more, and many other local law enforcement authorities maintain, for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service.

29) PROPOSITION 65 NOTICE In 1986, California voters approved Proposition 65 which generally requires that certain warnings be given when people are exposed to certain levels of chemicals, such as tobacco smoke and vehicle exhaust, known to cause cancer, birth defects or reproductive harm. These warnings are commonly found in product labels and warning signs in workplaces and businesses. Our property also displays these warnings. To provide you with further notice, we will repeat it here: **WARNING: THIS AREA MAY CONTAIN CHEMICALS KNOWN TO THE STATE OF CALIFORNIA TO CAUSE CANCER, BIRTH DEFECTS OR OTHER REPRODUCTIVE HARM. MORE INFORMATION ON SPECIFIC EXPOSURES HAS BEEN PROVIDED TO RESIDENTS AND IS AVAILABLE AT www.prop65apt.org.**

30) FAIR HOUSING OWNER and RESIDENT understand that the state and federal housing laws prohibit discrimination in the sale, rental, appraisal, financing or advertising of housing on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, familial status, source of income, age, mental or physical disability.

31) ENTIRE AGREEMENT This Lease and any attachments, addenda, and or exhibits constitutes the entire agreement between OWNER and RESIDENT and no promises or representations, express or implied, either written or oral, not herein set forth shall be binding upon or inure to the benefit of OWNER or RESIDENT. This Lease shall not be modified by any oral agreement, either express or implied, and all modifications hereof shall be in writing and signed by both OWNER and RESIDENT.

32) CONCESSION Resident agrees to reimburse any and all rent credits granted upon initial move in if total paid rent is less than 180 days, length of lease term notwithstanding.

33) ADDENDA RESIDENT acknowledges receipt of the following which shall be deemed a part of this LEASE:

Surfside/ Santa Clara Apartments

434 CENTRAL AVE. ALAMEDA CA 94501

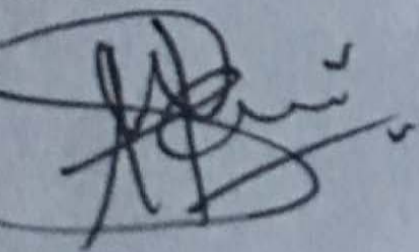
Tel: 510-865-1231 Fax: 510-337-0663

whom it may concern,

Tom Waters and his family have resided at Surfside Apartments since
began on March 6th 2015. They are very good tenants and their so
cordial.

We attached their lease and if you have any questions please feel free
to contact me. I will be more than happy to oblige.

Thank You,



Ani Hamernick

Property Manager

1/2016

LEASE AGREEMENT

This lease ("LEASE") dated March 6, 2015 shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Owner, 434 Central Avenue, LLC, shall be referred to as "OWNER" and, Tom M. Waters, shall be referred to as "RESIDENT". As consideration for this agreement, OWNER agrees to lease to RESIDENT, and RESIDENT agrees to lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, Apt #301, located at 434 Central Avenue #301, Alameda, CA 94501, referred to as the PREMISES.

1) **TERMS** The term will commence on March 6, 2015, and continue as:

☒ **LEASE** until September 30, 2015.

Hereafter it shall become a month-to-month tenancy. If RESIDENT should move from the premises prior to the expiration of this time period, he/she shall be liable for all rents due until such time that the apartment is occupied by an OWNER approved RESIDENT or the expiration of said time period, whichever is shorter.

Any holding over after expiration of this LEASE, with the consent of OWNER, will be a month-to-month tenancy at a monthly rent of \$1,899.00 payable in advance and otherwise subject to the terms of this LEASE and local ordinance, as applicable, until either party terminates the tenancy by giving the other party thirty (30) days written notice as required by law.

2) **RENT** RESIDENT agrees to pay in advance \$1,899.00 per month on the 1st day of each month. Payments of rent and/or other charges are to be made payable to 434 Central Avenue, LLC and delivered to 434 Central Avenue- Office, Alameda, CA 94501 referred to as "PROPERTY OFFICE", or at such other place designated in writing by OWNER. All payments are to be made by check or money order. **CASH** will not be accepted. **Payment of rent may not be withheld for any reason.** Any and all payments received from RESIDENT, however characterized, shall be applied in full in the following order: deposits, delinquent utilities, NSF fees, late fees, and then rent.

3) **LATE CHARGE/NSF FEE** RENT IS DUE IN ADVANCE, ON THE FIRST OF EACH MONTH. However, in the event rent is not received by OWNER in full by 5:00 pm Pacific Time on the 2nd of each month, even if the 2nd falls on a weekend or holiday, RESIDENT understands and agrees to pay a late charge of \$250.00 and that a 3 Day Notice will be issued and unlawful detainer action against Resident, which will affect RESIDENT'S credit, will be started immediately. RESIDENT further agrees to pay \$25.00 for each dishonored bank check. Any dishonored check must be paid in the form of a money order or cashier's check only. If at any time the Resident shall have two (2) dishonored checks or any subsequent check, only money orders or certified cashier's checks will be accepted for any and all payment for a period of six (6) months. If any rent shall be due and unpaid five (5) days after due, or if default shall be made by Resident(s) in any of the other covenants herein contained, the Owner, at his option, may terminate said tenancy with proper notice to Resident(s). Any rent paid after the 5th day must be paid by money order or cashier's check. All late fees and returned check fees will be considered additional rent. The late charge period is not a grace period, and OWNER is entitled to make written demand for any rent if not paid when due and to collect interest thereon. Any unpaid balance including late charges will bear interest at 10% per annum, or the maximum rate allowed by law, whichever is less. Resident agrees to reimburse any and all rent credits granted upon initial move in if total paid rent is less than 180 days, length of lease term notwithstanding.

4) **SECURITY DEPOSIT** The total of all of the deposits shall secure compliance with the terms and conditions of this LEASE and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: (a) any unpaid rent; (b) cleaning costs; (c) key, key card or remote control replacement costs; (d) cost for repairs of damages to the apartment and/or common areas; (e) any unpaid late fees or charges; and (f) any other amount due under the terms of this LEASE. A written account of said charges shall be presented to RESIDENT within 21 days. All deposits, no matter how characterized will be used to satisfy any outstanding costs and damages at the time of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional cost for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or any amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. **The security deposit may not be used by the RESIDENT as last month's rent.**

5) **UTILITIES** RESIDENT shall at RESIDENT'S expense pay for: ☒ Gas ☒ Electricity ☐ Water ☐ Trash Removal. OWNER will pay common area water and sewer. RESIDENT shall comply with any OWNER rules or any city, municipal, county, state, and district rules, regulations, ordinances or statutes now in force, or which may be subsequently adopted or enacted, relating to the use and conservation of all utilities, including water. OWNER may enter the PREMISES pursuant to Section 19 for the purpose of installing and insuring the proper use of any water conservation devices. Such devices include, but are not limited to, flow restrictors and toilet water displacement equipment required by any regulatory authority.

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or in the OWNER'S opinion, necessary for the conservation of water. RESIDENT understands that the utility or billing provider will issue the utility bills. Utility bills are issued separately from the rent bills and are to be paid directly to the utility provider or billing company. OWNER shall make reasonable arrangements to establish the water and sewer account with the billing provider, if not billed directly by the utility provider.

- 6) **OCCUPANTS** Guest(s) staying over 15 days without written consent of OWNER shall be considered a breach of this LEASE. ONLY individuals listed on this LEASE as RESIDENTS, and no others shall occupy the subject apartment for more than 15 days unless the expressed written consent of OWNER is obtained in advance.
- 7) **HAZARDOUS MATERIALS** RESIDENTS or their guests shall not use or keep on the PREMISES (including storage areas), any dangerous substances, including without limitation, materials identified as hazardous or toxic under any federal, state, or local laws or regulations and any other poisons, explosives, corrosive or radioactive materials. NO liquid-filled furniture, items of unusual weight and dimension or highly combustible materials or other items, which may cause hazard or effect insurance rates, shall be kept on the premises.
- 8) **PETS** NO animal of any kind shall be kept on the premises, for any amount of time, without obtaining the prior written consent from OWNER. RESIDENT must fill out a Pet Addendum and meet the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon 30-day written notice.
- 9) **PARKING** RESIDENT is hereby assigned parking space #3. Vehicles illegally parked, without current registration, or inoperable will be towed at vehicle owner's expense. RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Vehicles may not be washed, repaired or left unattended on jacks or blocks. No motor propelled vehicles may be stored or parked in or on patios, apartments or common areas. Speed Limit within the apartment community is 5 MPH. Management reserves the right to revoke or change RESIDENT parking assignment with advance written notice.
- 10) **DAMAGES TO PREMISES** If the premises are damaged by fire or from any other cause, which renders the premises inhabitable, either party will have the right to terminate this LEASE as of the date on which the damage occurs. Written notice of termination will be given to the other party within fifteen (15) days after occurrence of such damage. Should such damage or destruction occur as the result of the negligence of RESIDENT, or his or her invitees, then only the OWNER will have the right to terminate. Should either OWNER or RESIDENT exercise this right, rent for the current month will be prorated between the parties as of the date the damage occurred. Any prepaid rent and unused security deposit will be refunded to RESIDENT. If this LEASE is not terminated, OWNER will promptly repair the premises and there will be a proportionate reduction of rent until the premises are repaired and ready for RESIDENT'S occupancy. The proportionate reduction will be based on the extent the repairs interfere with RESIDENT'S reasonable use of the premises.
- 11) **CONDITION OF PREMISES** RESIDENT acknowledges that he has examined the premises and that said premises and all furnishings, fixtures, plumbing, heating, electrical facilities, and all other items provided by OWNER are clean, and in good and satisfactory condition except as may be indicated elsewhere in this LEASE. RESIDENT agrees to keep all the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees. Defects in plumbing, wiring, appliances, or structure must be reported to Management immediately. We especially want to know about water leaks. Expenses related to prolonged damages will be charged to RESIDENT.
- At the termination of this LEASE, all of the above-enumerated items in this provision shall be returned to OWNER in clean and good condition. The premises shall be free of all trash and personal property not belonging to the OWNER. If trash is left behind, RESIDENT agrees to pay OWNER charges to haul away trash. It is agreed that all dirt, holes, burns, and stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute normal wear and tear.
- 12) **MAINTENANCE AND ALTERATIONS** RESIDENT shall not paint, wallpaper, alter or redecorate, re-key or change locks install antenna or other equipment, use screws, fastening devices, excessively large nails, any adhesive materials, place signs, displays or other exhibits, on or in any portion of the premises without the written consent of the OWNER. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, potato peels, toothpicks, match sticks, celery, pits, grease, metal ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stoppage of waste pipes or over flow from bathtubs, washbasins, toilets, or sinks caused by inappropriate use.
- All lighting fixtures have working bulbs after move in it will be the responsibility of the RESIDENT to replace any bulbs.
- 13) **RULES** RESIDENT shall comply with all rules of the apartment building. Said rules may be changed from time to time.

These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools and other personal items (including signs and laundry) which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by other RESIDENTS or persons, or any other interference by other persons of RESIDENT'S quiet enjoyment. Failure to comply with rules may result in termination of tenancy.

14) PROMOTION OF NO-SMOKING POLICY: Resident shall inform his or her guest of Non-Smoking Areas. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's Unit.

15) ORDINANCES AND STATUTES RESIDENT will comply with all statutes, ordinances, and requirements of all municipal, state and federal authorities now in force, or which may later be in force, regarding the use of the PREMISES.

16) CHANGE OF TERMS The terms and conditions of this LEASE are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of Notice of Change of Terms.

17) TERMINATION **OWNER requires a written 30-day notice of intent to vacate.** The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be charged whatever amount is required to cover liability for additional rent and damages, which may include damages to OWNER'S loss of prospective new RENTERS. Any extension must be in writing by OWNER and Lessee.

18) POSSESSION If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel or terminate this LEASE upon notice to the other party at their last known address. Whereupon neither party shall have any liability to the other, and any sums paid under this LEASE shall be refunded in full. If neither cancels, this LEASE shall be pro-rated and begin on the date of actual possession.

19) INSURANCE RESIDENT acknowledges that **OWNER'S insurance does not cover personal property** damage caused by fire, theft, rain, war, act of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT IS HEREBY ADVISED TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES.

20) RIGHT OF ENTRY AND INSPECTION OWNER and OWNER'S agents will have the right to enter the premises: (a) in case of emergency; (b) to make necessary or agreed repairs, decorations, alterations, improvements, supply necessary or agreed services, show the premises to prospective or actual purchasers, lenders, RESIDENT'S, workers, or contractors; (c) when RESIDENT has abandoned or surrendered the premises. Except under (a) and (c), entry may be made only during normal business hours, and with at least 24 hours prior written notice to RESIDENT including the date, approximate time, and purpose of entry.

If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the OWNER or his or her agent has notified the RESIDENT in writing within 120 days of the oral notice that the property is for sale. At the time of entry, the OWNER or agent shall leave written evidence of the entry inside the unit.

21) ASSIGNMENT RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of alleged assignment or subletting.

22) PARTIAL INVALIDITY Nothing contained in this LEASE shall be construed as waiving any of the RESIDENT'S or OWNER'S rights under the law. If any part of the LEASE shall be in conflict with the law, that part shall be void to the extent that it is in conflict with the lease, but shall not invalidate this LEASE nor shall it affect the validity or enforceability of any other provision of the LEASE.

23) NO WAIVER OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this LEASE shall not constitute a waiver of that breach or of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this LEASE.

24) ATTORNEY'S FEE If any legal action or proceeding is brought by either party to this LEASE, the prevailing party shall be reimbursed for all reasonable attorney's fees and costs in addition to other damages awarded. Due to the ever-increasing fees that can be charged by any attorney, it is agreed by the parties that both sides will waive their right