

Contact Information

Tenant Information:

Name(s): JEFFREY, BEBBIE, + NANCY HODGEUnit Address: 413 CORAL REEF RD

Phone:

Email:

Person with ownership interest who will attend the RRAC meeting*:

Name(s): Bill Victor S. ARUCANUnit Address: 21 FERRO CT.Phone: 510.521.7519 Email: BILLARUCAN@AOL.COM

*If the rental unit is owned by an entity, a person from that entity who has the lawful authority to bind the entity under penalty of perjury must appear at the hearing.

Rent Increase Information

1. What is the requested rent increase?

Current monthly rent:	\$ <u>2,500</u> (Value A)	} Amount of rent increase:	
Monthly amount of rent with the requested increase:	\$ <u>2,800</u> (Value B)		\$ <u>300</u> (Value C) <u>12</u> %
			$\text{Value B} - \text{Value A}$ $\text{Value C} \div \text{Value A}$

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? 1, 8, 2019
Month/ Day/ Year4. What is the effective date of the rent increase? 4, 1, 2019
Month/ Day/ Year5. How was the rent increase notice served? In-Person _____ Post & Mail X
Other (please specify) EMAIL

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 is the start date of tenancy? / / Total years of residency 10+1/2
Month/Day/Year

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
4/1/18	\$ 2152.50	\$ 2500	\$ 347.50	16 %
4/1/17	\$ 2050	\$ 2152.50	\$ 102.50	5 %
4/1/16	\$ 1950	\$ 2050	\$ 100	5 %
4/1/15	\$ 1950	\$ 1950	\$ 0	0 %

9. Have you ever filed a request for RRAC review of a rent increase above 5% for this property?

☐ No ☒ Yes

Property Information

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

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

☒ No ☐ Yes

12. 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

13. Number of units in building _____ Stories _____

14. Unit Details:

- Number of bedrooms 3 Bathrooms 2
- Current number of occupants: Age 0-17 1 Age 18-61 2 Age 62+ 1

15. Please check any housing services offered at the unit.

- Gas___ Water___ Electricity___ Garbage X Recycling X Pet rent___
- Off street parking___ Garage parking X Elevator___ Building security___
- Pool___ Furnished___ Other: LANDSCAPING

16. 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) _____

Reason(s) for Rent Increase Request

17. Please provide a written statement (as an attachment to this form) explaining the reason(s) you are requesting a rent increase above 5%. You are highly encouraged to submit supportive documentation to substantiate your statements. The landlord has the burden of proof to demonstrate the need for a rent increase in excess of 5%.

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. Any and all attachments I have included herewith are either the originals or true and correct copies of the originals.
3. The request for a rent increase is in compliance with City of Alameda regulations.

4. This declaration (certification) was executed on 1/8/19 at Alameda.
Date Place

Bill Victor S. Arucan
Print Name

[Signature]
Signature

Signatory must be the owner. If the property is owed by an entity, the signatory must be someone with authority to bind the entity under penalty of perjury.

COPY

January 8, 2019

Jeffrey, Debbie & Nancy Hodge
413 Coral Reef Rd.
Alameda, CA 94501

RE: 413 Coral Reef Rd. Annual Rental Increase effective April 1, 2019

Dear Jeffrey, Debbie, and Nancy,

This is a mail notification that starting April 1, 2019, a new rental lease needs to be signed. Additionally, the rent is increasing from \$2,500 to \$2,800/month. This is a \$300 or 12% increase.

I believe the rent increase is fair and below what is listed for comparable properties in the monthly Gallagher and Lindsey rental inventories.

413 Coral Reef Rd is a 3 bedroom/2 bathroom/2 car garage single family home and falls under the protection of the Costa Hawkins law which rent control on single family homes, certain condos, and town homes.

Per the City of Alameda Requirements, I am attaching:

The required Tenant Rent Increase guidelines from the City of Alameda form RP-03. I will also email you a copy by February 1.

I've also filed Form RP-04 and required documents with Housing Authority of the City of Alameda within 15 calendar days of notifying you of the increase.

The Housing Authority will request a public hearing on this matter and will contact you. Please note according to the Housing Authority a hearing is dismissed if the Landlord and tenant have agreement to rental terms, sign, and file form RP-05.

Please let me know if you accept the rent increase and will sign form RP-06.

Regards,



Bill Victor S. Arucan
Landlord
510-521-7519



**Housing
Authority of the City of Alameda**
Rent and Community Programs

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

PHONE (510) 747-4346
FAX (510) 864-0879
rrac@alamedahsg.org
www.alamedarentprogram.org

701 Atlantic Avenue • Alameda, California 94501-2161

• ATTACHMENT RP-03 •

Required Text of Notice to a Tenant for a Rent Increase Above 5%

PURPOSE

This attachment must be served on a tenant whenever a landlord is raising rent above 5% and is required to provide a notice of a rent increase to a tenant under State law. The attachment must be served concurrently with, and in the same manner as the notice of rent increase. For more information, see section 6-58.50, 55 and 60 of Ordinance no. 3148, of the AMC.

If a landlord fails to provide the appropriate language from the Ordinance 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 landlord has the responsibility to demonstrate that a rent increase complied with the noticing requirements.

CONTENTS OF THE ATTACHMENT

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 page.

DEADLINE

Within fifteen (15) calendar days after service of the rent increase notice on the tenant, the landlord must file with the Rent Program (via fax, email, or mail) a full copy of the rent increase notice that was served on the tenant, and a completed Form RP-04.

ATTACHMENT RP-03 FOR THE TENANT (two pages)

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: Bill Victor Arce Address: 21 Ferro St Alameda 94502
Phone: 510-521-7519 E-mail: BILLARCEAN@AOL.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 greater than the Maximum Increase (as defined in subsection P of Section 6-58.15 of the Alameda Municipal Code), under Article XV of Chapter VI of the Alameda Municipal Code your Landlord must at the same time provide this Notice that advises you that the Landlord has requested the City's Rent Review Advisory Committee to review the Rent Increase.

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

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

At the hearing, the Committee will make a decision concerning the Rent Increase. You and your Landlord may agree to accept the Committee's decision. Depending on whether your Rental Unit is or is not exempt from certain provisions of the City of Alameda's Rent Review, Rent Stabilization and Limitations on Evictions Ordinance, the decision of the Committee may be non-binding or may become binding on you and your Landlord.

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

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

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