

# Contact Information

## Tenant Information

Tenant name *	Email	Phone number
Tamu Harper		Numbers only
Tim Taylor		Numbers only

Tenant street address *	Unit number	City	State
1365 Ballena Blvd.	A	Alameda	CA

## Landlord Information

Landlord name *	Email	Phone number
Antonio Di Marco	adimarco@elevatetoballena.com	Numbers only

Landlord street address *	Unit number	City *	State *	Add name
1375 Ballena Blvd.	Office	Alameda	CA	- 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
\$ 1,923.00	\$ 2,008.00	\$ 85.00	4.42017%
\$ 1,923.00	\$ 2,015.00	\$ 92.00	4.78419%

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

4/10/2019

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

6/22/2019

4. How was the rent increase notice served? \*

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

# 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? \*

10/5/2005

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
7/1/2017	\$ 1,813.00	\$ 1,867.00	\$ 54.00	2.97848%
6/3/2014	\$ 1,743.00	\$ 1,813.00	\$ 70.00	4.01606%

# 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?	2	4	2	1

	Age 0-17	Age 18-61	Age 62+
12. How many occupants reside in the unit?	1	3	

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)

Gym and Laundry

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

**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? \*

\$ 50.00

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

a. Submit a copy of the rent increase notice and any attachments you received with the rent increase.

Unit #1365A Final Clearance Report conducted on 12.26.18 (1).pdf	1.04MB
Lease 2018.pdf	290.38KB
California Legal release -1365 A.pdf	122.4KB
ballena taylor lttenant1.pdf	514.12KB

b. Please provide a written statement explaining your perspective on the rent increase amount.

Optional: Type your statement here.

I only received a hard copy of my lease renewal so I will copy it here. I included my current lease. The lease is basically the same every year with addendums. Here is the increase that I can bring in if need be: Lease Renewal

Lease Duration

CHOOSE A LEASE TERM

\$2,008.002008/mo. for Twelve Month.

\$2,015.002015/mo. for One Month.

\$2,015.002015/mo. for Month to month. To renew lease month to month, please contact leaseing office.

The prices above are based on 6/23/2019 renewal date.

Note: If you are currently paying for: pet rent, garage, storage, or appliance rentals, those amounts are not included in the rates above.

The reason why we believe this rent increase is unfair is because we have lived in substandard conditions for years. There have been issues with mold since 2010. In 2018, there were four mold remediations. There was no quiet enjoyment due to this and landlord harrassment. Pertinent repairs have been delayed. It took management over 60 days to remediate mold that they knew about. There has been dishonest dealings that make me feel like we are being constructively evicted. With no money to move, we have been stuck in an apartment with habitability issues. Orlando Givens, an Alameda building inspector, told me that he is going to issue a violation due to the mold that is in my daughter's bedroom. Maintenance cleaned it off and told me that it was not mold. I believe that we are actually owed money which is why I am currently seeking legal assistance. Here is an excerpt from an email to a manager that has since been fired from August of 2018. I will end my statement with the first two paragraphs from said email since it perfectly surmises most of my issues. It was in response to the last rent increase.

I have included two excerpts from emails that I sent Erin that outline the majority of my concerns which are:

Mold Remediation Issues -3 water leaks between the end of 2017- February 2018(lack of concern from management/maintenance)

Construction Debris (still visible and left there after Erin inspected the windows) She told me that there would be no construction debris in an email. It's still there now.

Security Concerns (Office Break-in directly across from my apt./leaving door unlocked during mold remediation)

Landlord Harassment/ Poor, Neglectful Management ( Erin Morella & Christian Amos)

Constant Noise Complaints/Phone Calls( Noise level was normal) from Erin/leasing staff while neglecting my mold issues/noise harassment

Horrid Fly Infestation ( Office knew I had a , yet they left the trash can in the apt during mold remediation which led to a fly infestation (We got foggers from Samantha and she took pictures because she said that it looked like something out of a horror movie. There were hundreds of flies after we were told that our apartment was ready and we could move back in. I never got a clear explanation as to why they left the trash can in the apartment.

Discrimination (Noise complaints, fly infestation all occurred after I became )

Rent Increase/Late Fees (Christian Amos intimidated me with his dogs, oversaw a poorly done mold remediation and cleanup, and then he raised our rent by \$200 a few months later/ Erin Morella presided over 3 water leaks, engaged in a noise harassment campaign with my former upstairs neighbor that moved out a few weeks after Erin was removed from Ballena village, I believe. Why did she cater to my upstairs neighbor so much while glossing over my concerns?

Shoddy Repairs (Dishwasher was poorly installed/impossible to clean/standing dirty water) Erin said the dirty standing water was normal. Alfredo (maintenance guy) finally replaced it once it broke down. He commented on the yellow, dirty standing water that Erin and Nicholas saw. They both said that it was okay and did not need to be replaced. It should obviously have been replaced then.

Increased and ( guest apartment beds were hard and uncomfortable which increased my / Time estimates for mold remediation off and interfered with legal case/ constant noise complaints and fly infestation increased my

All tenants are not treated equally at Ballena Village. Why is that?

In light of all of these concerns, I am wondering why we should have to pay a rent increase. With 3 water leaks within just months of each other, I do not believe that the plumbing was maintained in good working order. There is a warranty of habitability issue that has been ongoing since 2014. Erin was aware of all of that. I have communicated this to Sequoia Equity as well more than once. It has been left in the hands of poorly trained managers who are not equipped to deal with mold remediation and cleanup. There is always construction debris left behind. This is problematic since everyone in my family has . Whenever we are late on rent, we have paid late fees even though our right to decent and habitable housing has been violated. The visible black and yellow mold issues go back to 2010. The first mold remediation was in 2014 under Christian Amos. I feel that we have experienced unfair treatment since then.

c. Please submit supportive documentation to substantiate your statements.

## Mediation Request

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

☐ No ☒ Yes

# Declaration

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**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 \*

4/21/2019

Date

5. This declaration (certification) was executed at \*

Alameda, CA

Location (City, State)

\*

Tamu Harper

Print Name

\*



Signature (Tenant)

2019 APR 22 PM 4:45

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

Attention:

Grant Eshoo

Rent Stabilization Program Specialist

04/10/2019

Tim Taylor, Tamu Harper  
1365A BALLENA BLVD  
Alameda, CA 94501-3606

RE: Your Lease Renewal Offer

Dear Tim Taylor, Tamu Harper,

Time flies! Can you believe your lease is expiring on **06/22/2019**? We've loved having you as a resident and we're inviting you to stay with us longer! This letter outlines your customized renewal offer. We've reviewed all sorts of information about the rents in our area and the specific amenities within your home. Below you'll find a few different lease terms and rates to choose from. If you need a different term, just let us know.

#### YOUR LEASE RENEWAL OPTIONS

Option 1: 12 month lease at \$2008.00 per month\*, effective 06/23/2019

Option 2: 1 month lease at \$2015.00 per month\*, effective 06/23/2019

Option 3: Month-to-Month at a rental rate of \$2015.00 per month\*, effective 06/23/2019

*\*NOTE: The rates above are "base rents" and do not include any non-rent related items, such as utilities, pet rent or appliance rentals, etc.*

These rates and terms are valid until **05/10/2019**. Why? We have a limited number of lease terms available each month. **So, please be sure to take one of the following actions before this offer expires:**

<b>RENEW YOUR LEASE</b>	Sign online in just a few minutes. Log into your Resident Portal account and click " <i>Manage My Lease</i> ".
<b>GO MONTH-TO-MONTH</b>	Flexibility is always a good thing. We get it! Just let us know you want to stay on as a month-to-month resident - we'll take care of the rest.
<b>SUBMIT YOUR NOTICE TO MOVE</b>	We'll be sad to see you go! Let us know of your decision, and we'll assist you with the rest. As a quick tip, be sure to submit your notice in writing as soon as your decision is made (or <i>at least 30 days</i> before your lease expires).

Need more time? We know this is an important decision and many factors play into it. If this offer expires, reach out to us and we will prepare a new offer for you. The rates and terms will vary based on what we have available.

Thank you again for making Ballena Village your home. We're honored to serve you and sincerely hope you choose to stay with us!

Best regards,

The Ballena Village Team

Enclosures: Sequoia Resident Perks, Information on Renters Insurance and Alameda City Requirements Ordinance 3148

SEQUOIA



Community Name: Ballena Village

Owner/Agent Name: Antonio Di Marco

Address: 1375 Ballena Blvd, Alameda, CA 94501-3606

Phone Number: (510) 865-2225

Email Address: info@elevatetoballenavillage.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."

**Information about Ordinance 3148:**

The Alameda City Council recently adopted Ordinance 3148 concerning Rent Review, Rent Stabilization and Limitations on Certain Evictions in the City that became effective on March 31, 2016.

Beginning March 31 2016, there are new requirements concerning the following:

- ✓ Noticing rent increases
- ✓ Offering leases
- ✓ Increasing rent more than 5%
- ✓ Noticing a termination of tenancy
- ✓ Providing relocation assistance in connection with certain termination of tenancies
- ✓ Requiring Capital Improvement Plans in connection with substantial rehabilitation of rental units

Learn about your rights by visiting the website:

**[www.alamedarentprogram.org](http://www.alamedarentprogram.org)**

On the website you will find the following information about Ordinance 3148:

- A copy of Ordinance 3148
- An informational packet
- Frequently Asked Questions
- Registration for in-person educational workshops

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By signing this form, you acknowledge that you have received the information listed above regarding where to find the information required by Ordinance 3148.

**Tenant**

Print Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

**Optional: Tenant May Request Hard Copies of Ordinance 3148 and Informational Packets**

Fill out the following statement if you would like to receive hard copies of the materials.

I, \_\_\_\_\_ (the Tenant signing above) request the information listed in Section 6-58.20 in Ordinance 3148 be given to me as a hard copy because I do not have reasonable access to internet.



# SEQUOIA RESIDENT PERKS

We believe it's the little things we do for our residents that go a long way. As a Sequoia resident, you already have the following perks and services available to you (and many more).



## OUT OF TOWN SERVICES

Heading out of town? Provide us permission and we'll water your plants and pick up your mail for you.



## REFRESHMENT BAR

Freshly brewed coffee and tea. AND it's free! What's not to love?



## AMENITY RESERVATIONS

Need an event space? Certain amenity spaces can be reserved by our residents. Plus, there are no facility or usage fees! So, gather your friends and family and reserve your event space today!



## RESIDENT EVENTS

We know how important it is to build connections with others. That's why we host seasonal community events four times per year that vary in theme. These events are a great way to get to know and spend time with your neighbors.



## RESIDENT REFERRAL PROGRAM

If you refer a friend to our community and he/she moves in, we'll pay you a \$250 referral bonus as our way of thanking you. Not a bad side gig.



## PET ADOPTION

Pets are family here. Our P.A.W.S. Program (Pet Appreciation with Sequoia) allows us to refund pet adoption fees up to \$250 if you adopt a pet from a local animal shelter or the SPCA. *(The pet must meet our standard pet policy criteria, so please inquire before bringing a new furry friend home.)*



## MAINTENANCE & REPAIRS

Drippy faucet? Flickering light? Our 24/7 maintenance hotline makes it easy to submit service requests and our promise to respond within 72-hours makes it a quick fix! There is no greater priority than you and your home.



## PACKAGE PROGRAM

Expecting a package? We accept packages for you and alert you via text message upon package arrival. You can also request us to place your package safely inside your home.



## RENEWAL GIFT

We value you as a resident, and when you renew your lease you'll receive a free gift of your choice! See our Loyalty Rewards brochure or ask our team for the current gift options.

SEQUOIA



# RENTERS INSURANCE

## NOTIFICATION OF NEW COVERAGE REQUIREMENT

We have a new insurance requirement that will take affect once your new lease begins. This requirement will assist us in ensuring all residents have continuous renters insurance protection. Prior to signing your renewal, we wanted to provide a summary of this change. In the event your renters insurance policy lapses, you will be assessed a **\$25 renters insurance non-compliance fee**. This fee will be assessed *each month* until you reinstate your insurance policy and is due on or before the first of the month. It will be discontinued once you provide proof of an active policy that meets our requirements, which are outlined below for you. **Please be sure to provide us proof of your renewed policy before your next lease term. Thank you!**

## RENTERS INSURANCE REQUIREMENTS

### \$100,000 PERSONAL LIABILITY COVERAGE MINIMUM REQUIRED

Please provide us a copy of your Renter's Insurance Declaration Page or certificate of insurance that includes the following:

- ☒ It must list: all adult occupants\*, your current address, the name of your insurance company, the policy number, and the effective and expiration dates of your policy must be current.
- ☒ A minimum of \$100,000 in personal liability insurance coverage, per occurrence
- ☒ Your Community Name/Sequoia Equities, Inc. must be listed as *"Additional Interested Party"* or *"Certificate Holder"* AND our mailing address must be listed as:

P.O. Box 115009, Carrollton, TX 75011-5009

*\*Note: If all members of the household are not listed on the policy, each adult occupant must provide proof of valid coverage that meets these requirements.*

### Are you an eRenterPlan Policy Holder?

Please ensure your policy is valid through your new lease term. eRenterPlan will provide us your policy information for our files. So, no further documentation is needed from you.

**eRenterPlan.com**

**1 (888) 205-8118**

SEQUOIA







Professional Corporation  
ATTORNEYS AT LAW

1981 N. Broadway, Suite 320  
Walnut Creek, California 94596  
Telephone: (925) 979-5661  
Facsimile: (925) 947-4348

April 18, 2019

By U.S. Mail and Email to  
and

Tim Taylor & Tamu Harper  
1365A Ballena Blvd.  
Alameda, CA 94501

**Re: Ballena Village**  
**Our File No. 758.514**

Dear Mr. Taylor and Ms. Harper:

This office represents Sequoia Equities, Inc., the manager of your apartment complex. My client has asked me to send this letter to determine if we can resolve it short of litigation.

I have reviewed the emails, your lease documents, and the clearance reports following the remediation efforts. I have also reviewed the release agreement, the terms of which I understand you accepted and then rejected. I understand from your email of April 9, 2019, that you insisted on making sure that Ms. Coln's supervisors were aware of this matter. I have confirmed that they are and that I have discussed it with managers at Sequoia Equities and its insurance carrier.

I understand your concern regarding the topics and results from the various clearance reports. The asbestos clearance, for example, was appropriate in that there is a risk of asbestos when undertaking any work in buildings of a certain age even though asbestos did not contribute to the condition that required

remediation. There was no asbestos to remediate, but rather to make sure that it remained contained and safe. The clearance report confirmed this.

I do not intend to bully you into accepting the terms of the agreement that you negotiated with Ms. Coln, including the amount that you demanded. I do believe, however, that it represents a fair and appropriate resolution of this matter. I do need to let you know that if this matter does not settle for the \$2,500.00 that you previously negotiated, then Sequoia Equities will hand it over to its insurance carrier. The carrier may wish to negotiate further, but there are no guarantees. The most likely outcome will be that you will need to file a lawsuit before even the \$2,500.00 returns to the bargaining table.

Please do not hesitate to call if you wish to discuss this further or if you will agree to the \$2,500.00 payment.

Thank you.

Very Truly Yours,



GREGORY S. NERLAND

cc. Client  
Ballena taylor lttenant1

**March 22, 2019**

## **Asbestos Clearance Report**

**Sequoia Equities, Inc.  
Ballena Apartments  
Building 1365, Unit A  
1375 Ballena Boulevard  
Alameda, CA 94501**

Prepared for:

**Mr. Bill Brooks**  
**Sequoia Equities**  
1777 Botelho Drive, Suite 300  
Walnut Creek, CA 94596  
925-945-0900 |  
[bbrooks@sequoiaequities.com](mailto:bbrooks@sequoiaequities.com)

Prepared By:

**Ms. Karina Garcia**  
**Forensic Analytical Consulting Services**  
21228 Cabot Boulevard  
Hayward, CA 94545  
510-266-4600 |  
[kgarcia@forensicanalytical.com](mailto:kgarcia@forensicanalytical.com)

FACS Project #PJ40328  
FIRM Incident #FI-20184724

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## Executive Summary

A clearance assessment of Unit #1365-A at Ballena Village Apartments was performed on December 26, 2018. Based upon assessment findings including asbestos clearance air sampling results, asbestos remediation has met the project clearance criteria. A more detailed discussion of findings, conclusions and recommendations is provided below.

## Introduction

This report contains the findings of asbestos abatement clearance inspection and sampling activities conducted in Unit #1365-A at the Ballena Village Apartments located at 1375 Ballena Boulevard in Alameda, California. Mr. Peter Radzinski of Forensic Analytical Consulting Services, Inc. (FACS) performed the inspection and sampling on December 26, 2018. Mr. Radzinski is a California Division of Occupational Safety & Health (DOSH) Certified Asbestos Consultant (CAC) #15-5571. Abatement was completed by MG Remediation. Abatement was performed to address building materials reportedly impacted by water damage. Investigation and repair of the source of water intrusion was performed by others and was beyond the scope of this assessment.

## Site History

FACS was contacted by Mark Hathaway of FACS Incident Response Management (FIRM) with authorization from Sequoia Equities Property Management (hereafter Sequoia Equities) to perform the abatement clearance inspection in the hallway bathroom of Unit #1365-A. MG Remediation was retained by Sequoia Equities to provide abatement services associated with work performed in Unit #1365-A. The post-abatement inspection and sampling were performed at the request and authorization of Sequoia Equities.

Due to the reported presence of mold prior to remediation, FACS was also retained to provide a post-abatement mold clearance assessment. Information regarding those activities is detailed in a separate report.

It should be noted that FACS did not provide the initial assessment of the unit, nor any written recommendations for the removal and/or cleaning of the affected areas. The asbestos abatement activities were not monitored by FACS.

## Scope of Work

In the course of this project, FACS conducted the following scope of work:

1. Developed a limited site history.
2. Performed a visual inspection of the work area in the unit.
3. Collected one (1) PCM air clearance sample in the work area and two (2) blank samples.

Data collection methodologies are described in Appendix A. The data collected in the course of the investigation are presented in Table 1, below.

**Table 1: Observations & Recommendations Summary (12/26/18)**

Interiors, general	Samples
<ul style="list-style-type: none"> <li>The unit was relatively free of dust and debris.</li> </ul>	--
<b>Hallway Bathroom Work Area</b>	
<ul style="list-style-type: none"> <li>The containment was erected and intact and installed in the hallway bathroom.</li> <li>The containment area was reasonably free of dust and debris.</li> <li>One HEPA air filtration unit and one dehumidifier had been installed and were operating throughout the containment work area.</li> </ul>	--
<ul style="list-style-type: none"> <li>Approximately 70 square feet of asbestos-containing gypsum wallboard system had been removed from the north wall.</li> <li>Approximately 100 square feet of asbestos-containing gypsum wallboard system had been removed from the east wall.</li> <li>Approximately 70 square feet of asbestos-containing gypsum wallboard system had been removed from the west wall.</li> <li>Approximately 70 square feet of asbestos-containing gypsum wallboard system had been removed from the ceiling.</li> <li>Approximately 10 square feet of flooring had been removed.</li> <li>The bath tub and toilet had been removed.</li> </ul>	--
<ul style="list-style-type: none"> <li>One PCM air sample was collected from the work area – Results indicated that the levels of airborne fibers were below the EPA PCM clearance criteria of &lt;0.01 fibers per cubic centimeter of air (f/cc).</li> </ul>	A245921: DE211419
<ul style="list-style-type: none"> <li><u>This area <b>passed</b> air and visual clearance.</u></li> </ul>	--
<b>Notes:</b> Sample number listed as "lab report number: sample number" Blank air samples A245921: DE214196, DE214265	

## Conclusions

FACS performed a clearance inspection and conducted air sampling following the removal of asbestos-containing materials in the hallway bathroom of Unit #1365-A at the Ballena Village Apartments on December 26, 2018. The inspection and air sampling have met the project clearance criteria.

## Limitations

This investigation is limited to the conditions and practices observed and information made available to FACS. The methods, conclusions and recommendations provided are based on FACS' judgment, expertise and the standard of practice for professional service. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

Please do not hesitate to contact our offices at 510-266-4600 with any questions or concerns. Thank you for the opportunity to assist Sequoia Equities in promoting a more healthful environment.

Respectfully,  
FORENSIC ANALYTICAL



Karina Garcia  
Field Sampling Technician  
CSST#18-6296

Reviewed by:  
FORENSIC ANALYTICAL



Wilson Wong  
Project Manager  
CAC #92-07

## Appendix A

### Materials and Methods

#### Asbestos Air Sampling

Air samples were collected using 25mm PCM cassettes and high volume sampling pump. The sampling train is calibrated to approximately 12-16 liters per minute with a collection sample volume of 1200-1400 liters. The air samples were labeled with unique samples numbers and information recorded on field chain of custody forms. Air samples were analyzed using phase contrast microscopy (PCM) analysis with National Institute for Occupational Safety and Health (NIOSH) Method 7400 and submitted to Forensic Analytical Laboratories, Inc. (FALI) in Hayward, CA. Samples with elevated results (above 0.01 f/cc) were further analyzed using transmission electron microscopy (TEM) utilizing NIOSH Method 7402. FALI is accredited for asbestos analysis by the American Industrial Hygiene Association (AIHA) and by the NIST National Volunteer Laboratory Accreditation Program (NVLAP).

## Appendix B

### Laboratory Reports

# Airborne Fiber Analysis

NIOSH 7400 Method, Issue 2, 15 August 1994, counting rules 'A'

Forensic Analytical Consulting Svcs  
 Madeleine B Rebullida  
 21228 Cabot Blvd.  
  
 Hayward, CA 94545

**Client ID:** HAY01  
**Report Number:** A245921  
**Date Received:** 12/26/18  
**Date Analyzed:** 12/27/18  
**Date Printed:** 12/27/18  
**First Reported:** 12/27/18

**Job ID/Site:** PJ40328; Sequoia Equities Ballena Village Bldg 1365, Unit A, 1375  
 Ballena Village, Alameda, CA 9450

**FALI Job ID:** HAY01  
**Total Samples Submitted:** 3  
**Total Samples Analyzed:** 3

Sample ID	Lab Number	Date Collected	Volume (L)	Fibers	Fields	Fibers/mm <sup>2</sup>	LOD F/cc	Fibers/cc
<b>DE211419</b>	<b>12109415</b>	12/26/18	1280.4	4.5	100	<7.0	0.002	< <b>0.002</b>

**DE214196**      **12109416**      12/26/18      0.0      0.0      100      --      --      --

Comments: This result was used to blank correct the other samples on this rpt. Blank filters are reported only as # of fibers & fields counted.

**DE214265**      **12109417**      12/26/18      0.0      0.0      100      --      --      --

Comments: This result was used to blank correct the other samples on this rpt. Blank filters are reported only as # of fibers & fields counted.



Tad Thrower, Laboratory Supervisor, Hayward Laboratory

Intralaboratory Relative Standard Deviation (Sr) per 100 graticule fields: 5 to 20 fibers: 0.59; >20 to 50 fibers: 0.51; >50 fibers: 0.48

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## Appendix C

### FACS Personnel Certification



State of California  
Division of Occupational Safety and Health  
**Certified Asbestos Consultant**

**Peter J Radzinski**

Name



Certification No. **15-5571**

Expires on **02/17/20**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

## DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health

Asbestos Unit

2424 Arden Way, Suite 495

Sacramento, CA 95825-2417

(916) 574-2993 Office (916) 483-0572 Fax

<http://www.dir.ca.gov/dirdatabases.html>[actu@dir.ca.gov](mailto:actu@dir.ca.gov)

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June 15, 2018

**Madeleine S Brodhead**  
**1529 Beau Rivage**  
**San Pablo CA 94806**

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address, fax number or email; of any changes in your contact/mailling information within 15 days of the change.

Sincerely,

Jeff Ferrell  
Senior Safety Engineer

Attachment: Certification Card

cc: File

Renewal - Card Attached (Revised 10/24/2012)



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Right Now**

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# RENTAL AGREEMENT

**Ballena Village**  
**1375 Ballena Blvd, Alameda, CA 94501-3606**

Lease Signer(s) "Resident": <b>Tim Taylor, Tamu Harper</b>			
All Occupant(s): <b>Tim Taylor, Tamu Harper, Joshua Taylor, Nairobi Taylor</b>			
Apartment Address: <b>1365A BALLENA BLVD</b>	City: <b>ALAMEDA</b>	State: <b>CA</b>	Zip: <b>94501</b>
Lease Start Date: <b>06/27/2018</b>		Lease End Date: <b>06/22/2019</b>	

## MONTHLY CHARGES

Monthly Rent	\$ 1923.00
Additional Rent	\$0
<b>Total Monthly Rent</b>	<b>\$ 1923.00</b>

## DEPOSITS

Security Deposit	\$ 0.00
Additional Deposit	\$
<b>Total Deposit</b>	<b>\$ 0.00</b>

THIS AGREEMENT entered into this date **06/27/2018**, by and between **Ballena Village** "Owner" and the above named Resident(s). WITNESSETH: That for the consideration of rent payments and covenants adherence on the part of the Resident, the Owner rents to the Resident and the Resident hires from the Owner for residential, or other legally permissible, use only, the Premises known as Unit #: **1365A BALLENA BLVD ALAMEDA, CA 94501**.

- 1) **LEASE TERM:** The above-described Premises are to be occupied by Resident for a term commencing on **06/27/2018** and ending on **06/22/2019**.
- 2) **OCCUPANTS:** Premises shall be occupied by the undersigned following occupants **only: Tim Taylor, Tamu Harper, Joshua Taylor, Nairobi Taylor**.
- 3) **SUBLETTING AND ASSIGNMENT:** No portion of said Premises shall be sublet nor this Agreement assigned.
- 4) **RENT:** Resident agrees to pay the total monthly rent, in advance, at the rate of: **\$1923.00 plus additional fees of \$0** no later than the first (1<sup>st</sup>) day of each month.
  - a. **RENT PRO-RATION:** If the Rental Agreement begins on a date other than the first of the month, the Owner and Resident agree that Resident shall pay pro-rated rent for the number of remaining days in the first month. Such partial month payment shall in no way affect the due date of all future rent payments under this Agreement, which shall be on the first day of each calendar month. If this agreement starts on the twenty-first (21<sup>st</sup>) or later day of the current month, Resident agrees to pay the next full-months' rent, in addition to the pro-rated rent, prior to occupancy of the Premises. Such additional payment will be considered as a Rent payment and not as an addition to the Security Deposit indicated in this Agreement. NOTE: All rent is pro-rated on a calendar month.
  - b. **RENTAL PAYMENTS:** Rent payments will be made payable to: **Ballena Village**. Payments are to be made in person at **1375 Ballena Blvd, Alameda, CA 94501-3606**. The normal hours available to make payments in person are 9:00 am to 6:00 pm Monday thru Sunday. For your convenience, a twenty-four hour, seven days a week rent payment drop box is available at the same location. Payments are accepted in the form of a cashier's check, money order, personal check or credit card (Visa or MasterCard). Resident agrees that cash, third party checks, checks written on non-imprinted bank checks or checks in names other than those who signed the Rental Agreement will not be accepted by Owner.

- c. **LATE RENTAL PAYMENTS:** Rents paid **after** the first day of the month are subject to late payment charges of **\$50.00**. A pay or quit notice will be served by Owner for delinquent monies. Resident agrees, that all payments made after the service of such a Notice will be by "Certified Funds" only regardless of prior payment history. Owner is not bound to accept such payments. Owner's acceptance of any such late payment shall not be deemed a waiver, and Owner shall not be required to accept any future late payments.
  - d. **DISHONORED PAYMENTS:** In the event of a dishonored bank check, ACH or a rejected credit card transaction from Resident to Owner, Resident agrees to pay **\$25.00** for handling of the first dishonored transaction and **\$35.00** for any subsequent dishonored transaction, in addition to any applicable late payment fees. Resident agrees, in the event of two (2) dishonored transactions, no Personal checks will be accepted by Owner from Resident in payment of any monies due.
  - e. **DEFERRED RENT:** In the event of a failure to perform under this Agreement by the Resident, all rent deferred shall immediately become due and payable concurrently with the regular monthly rent payment due. Subsequent monthly rental payments shall increase to the original monthly rental rate set forth in this Agreement or as subsequently increased according to the terms of this Agreement. All late charges will automatically be deducted from a past due monthly rent/lease payment.
  - f. **DEPOSITS:** Deposits are **not** to be deducted by the Resident from rent payments unless provided for by law or specific written Agreement between Owner and Resident.
- 5) **SECURITY DEPOSIT:** **\$0.00** as security for Residents' performance under this Lease has been deposited. Owner may, at its option, claim from the Security Deposit such amounts as are reasonably necessary to remedy Resident's defaults in this Agreement, including, but not limited to, defaults in the payment of rent, to cure any other default by Resident under this Agreement, to repair damages to the premises caused by the Resident and/or members of Resident's family, guests or visitors, exclusive of ordinary wear and tear and to repair or replace personal property. Should the Security Deposit be of an inadequate amount to cure any default(s) or damage under this Lease, Resident agrees to immediately pay to Owner the amount needed to cure the default or damage and bring the Security Deposit back to the above-stated amount if the default(s) or damage occurs during the term of this Lease, or to immediately pay to Owner the difference between the Security Deposit and the total default or damage amount if this Lease has been terminated. The terms of this Paragraph shall survive the termination of this Lease.

Resident agrees that the charges listed are reasonable charges for such repairs and cleaning. Resident further agrees that if such repairs or cleaning is required upon termination of this Rental Agreement, Owner shall be entitled to charge such amounts against the Security Deposit. Resident further agrees that such charges will be considered damages and not a penalty.

The portion of the Security Deposit due Resident, if any, will be refunded by check mailed to forwarding address, made payable to all persons signing the Rental Agreement, but such refund or a written statement of why all or part of the Security Deposit was withheld will be made within 21 days after Resident has vacated the Premises. Refunds cannot be picked up at the Owner's office.

All non-sufficient funds checks, late charges, termination fees, uncollected damage or cleaning charges, unpaid rent, unpaid utility charges, attorney's fees, court costs, and similar charges will be automatically deducted from the Security Deposit.

If Owner uses or applies all or any portion of the Security Deposit due to charges permitted under this Paragraph 4, before the end of the lease term, Resident shall, within 10 days after written demand, deposit money with Owner in an amount sufficient to restore the Security Deposit to the full amount required under this Paragraph 4, and Resident's failure to do so shall be a breach of this Rental Agreement.

- 6) **INSPECTION BY RESIDENT:** Resident has inspected the Premises, furnishings and equipment and has found the same to be satisfactory. All plumbing, heating and electrical systems are operative. Resident acknowledges the subject Premises are furnished in accordance with the provided Inventory form during the unit inspection.
- 7) **NOTICE TO VACATE:** At least thirty (30) days written notice must be given to Owner of Resident's intent to vacate the leased Premises at the expiration of this lease or renewal period. If Resident fails to give such notice when required, this lease shall continue in full effect for a period of thirty (30) days from the date such notice is given or from the date Resident surrenders the leased Premises to Owner, whichever first occurs, and Resident shall be liable for rental under the terms of this lease for this period.

In the event Resident fails to perform and/or abandons the Premises before the end of the lease term, the Resident may be responsible for the unpaid original rent for the balance of the lease term, subject to California law and paragraph 8a of this Agreement.

- 8) **EARLY LEASE TERMINATION OPTIONS:** The parties acknowledge that they are bound under the provisions of this Agreement for the entire term of the Agreement. Resident further acknowledges that should Resident abandon or quit the premises prior to the end of the lease term there two options for early lease termination:
- a. **OPTION 1:** Resident shall be obligated to pay to Owner all of the costs of re-letting the premises, including leasing fees and advertising costs, in addition to rent payable up to commencement of a new tenancy with another party but not to exceed the term of this agreement, and in accordance with California Civil Code 1951.2.
  - b. **OPTION 2:** The Resident may terminate the obligations under this agreement by delivering to Owner a written notice stating Resident's intent to terminate this Rental Agreement. Such notice shall be effective thirty (30) calendar days from the date it is given. The notice must be accompanied by payment of a termination fee equal to one month's rent, as stated in paragraph four of this rental agreement. Such payment and delivery of possession of Premises to Owner will release Resident from any further rental obligations beyond the date the termination is effective.
- In order to exercise (option 2), all of the terms of the Rental Agreement must be complied with through the date of vacating and any move-in concessions and rents deleted, waived or uncharged as incentives to lease must be reimbursed in full. This early termination option shall not relieve resident of his or her liabilities pursuant to Paragraph 36. If the termination fee is not paid the notice shall be of no effect, the entire lease shall remain binding, and Owner shall retain all remedies for noncompliance of this agreement. Resident shall be liable for any damages for non-compliance or failure to properly vacate pursuant to the thirty (30) day termination notice.
- 9) **LEASE CONVERTS TO MONTH TO MONTH TENANCY:** The above stated term (Paragraph 1) shall automatically convert to a month-to-month tenancy unless; Resident provides Owner written notice of the intent to vacate the rental unit, at least 30 days prior to the term end date above, OR Resident chooses to renew their lease at a term and monthly rate as offered by Owner and executes said renewal before the end of the term end date above.
- 10) **TERMINATION OF MONTH TO MONTH TENANCY:** A month to month tenancy may be terminated by either party serving upon the other a 30-day written notice or other period of time as required by law. The termination shall become effective thirty (30) days after service of the notice and rent is therefore due for the entire 30-day period. However, if the Resident vacates before the end of the 30-day notice and gives the Owner permission to re-rent the Premises for the Resident's benefit, the Resident shall be entitled to a refund of any rents paid by a new Resident during the 30-day period. The undersigned Resident(s) hereby acknowledge that a notice to vacate given in accordance with this Agreement shall be effective when given by either one or all of the Residents. Resident is advised that Owner shall hold him responsible for any damages that the Owner may sustain from Resident's failure to vacate Premises as agreed.
- 11) **MILITARY PERSONNEL:** Military personnel on active duty may terminate this rental agreement under Federal law if the Resident:
- i) Becomes a member of the Armed Forces of the United States or other national or state military service after Resident enters into the lease; or
  - ii) Resident is (or becomes) a member of the Armed Forces of the United States or other national or state military service AND receives:
    - (1) Orders for a permanent change of station; or
    - (2) Orders to deploy for a period of at least 90 days.

Resident must give Owner at least thirty (30) days written notice of termination, and the new termination date must be at least 30 days after the first date on which the next rental payment is due and payable. *(For example, if Resident served the notice on September 15<sup>th</sup>, Resident's tenancy would terminate on October 31<sup>st</sup>.)* Resident must furnish Owner with proof to establish that Resident qualifies for this limited exception. Proof may consist of any official military orders, or any notification, certification, or verification from the service member's commanding officer, regarding the service member's current or future military duty status. Military permission for base housing does not constitute a permanent change-of-station order.

In addition, Resident must pay all outstanding balances and rent through the termination date; and make satisfactory arrangements to pay all costs incurred by Owner to repair the damages caused by Resident, Resident's guests or occupants, and pets.

Upon completion of the above terms and conditions, Resident's obligations and responsibilities under this Rental Agreement shall be deemed fulfilled. Notwithstanding any provisions regarding termination fees, if Resident is exercising Resident's right to terminate the Rental Agreement pursuant to this Paragraph 10, Resident will not be required to repay any portion of the

termination fees. The release of one Resident under this Paragraph 10 will not release any other Resident unless such other Resident is the spouse or legal dependent of Resident receiving the orders described above.

- 12) **VICTIMS OF DOMESTIC VIOLENCE:** If Resident in the Premises is a victim of a crime of domestic violence, sexual assault, or stalking and if (i) such Resident has a valid court or restraining order, a police report regarding such act, or a statement by a police officer about such act, and (ii) Resident makes a request to terminate the Rental Agreement within 90 days of the reported act or event that led to the court or restraining order or police report, then Resident may terminate the Rental Agreement, without penalty, on the following conditions: (i) Resident must provide Owner with a notice to vacate specifying the date the Rental Agreement will terminate; (ii) the terminate date must be at least 14 days after Owner receives such notice to vacate; (iii) all unpaid rent and other charges must be paid through the effective date of the termination; and (iv) Resident must make satisfactory arrangements with Owner to pay all costs Owner incurs to repair the damages caused by Resident, Resident's occupants or guests, and pets consistent with Paragraph 2 ( and pets noted in Pet Addendum) of the Rental Agreement. Upon complete of the above conditions, Resident's obligations and responsibilities under this Rental Agreement shall be deemed fulfilled. Notwithstanding provisions to the contrary, if Resident is exercising Resident's right to terminate the Rental Agreement pursuant to this Paragraph, Resident will not be required to repay any portion of the termination fees.
- 13) **DECORATION:** Except as provided by law, no repairs, decoration or alteration shall be done without Owner's prior written consent. Decoration includes, but is not limited to, painting, wallpapering, and hanging of murals or posters.
- 14) **CLEANING AND REPAIR:** Resident Agrees to leave the premises in the same condition as was received, subject to normal wear and tear. Resident shall keep the Premises and furniture, furnishings and appliances, if any, and fixtures which are rented for resident's exclusive use in good order and condition and pay for any repairs to the property caused by Resident's negligence or misuse or that of Resident's guests. Owner or Agent shall otherwise maintain the property.
- 15) **INSURANCE REQUIREMENTS:** This Rental Agreement includes a financial responsibility requirement. To satisfy this requirement, Resident, prior to occupancy of the Premises, must provide evidence of an insurance policy that has, at a minimum, personal liability coverage with limits of liability in an amount not less than **\$100,000 per occurrence**. Said coverage must name owner: **Ballena Village and Sequoia Equities, Inc.** as an "Other Interested Party" with a mailing address of **P.O. Box 115009, Carrollton, TX 75011-5009** and must be in place at all times during the term of this lease and any renewal thereof. Resident acknowledges their responsibility to maintain insurance on their personal property/furnishings, if so desired. **Owner provides no insurance for Resident's property.**
- 16) **DAMAGE, LOSS AND LIABILITY:** Resident's personal property is not insured by Owner. Resident acknowledges that Owner does not warrant or represent that resident's property, wherever it may be placed on the property, will be kept safe and secure from hazards caused by water, fire, elements of weather or earthquakes, theft or vandalism. It is further agreed that any property placed in the resident's unit, parking or storage area, or in any part of the property, is placed there at the resident's sole risk. Resident agrees to hold Owner, owner's agents and employees harmless from any and all damage to any and all personal property of Resident stored or held at the Property. Resident acknowledges that Owner, owner's agents and/or employees has/have advised Resident of the advantages of obtaining renter's insurance with personal property coverage to insure against such losses and has strongly suggested same to Resident.
- 17) **HAZARD NOTICE:** Resident may obtain information about hazards, including flood hazards, that may affect the property from the Internet Website of the Office of Emergency Services at: <http://myhazards.caloes.ca.gov/>. Owner/Agent's insurance does not cover the loss of the Resident's personal possessions and it is recommended that the Resident consider purchasing renter's insurance and flood insurance to insure his or her possessions from loss due to fire, flood, or other risks of loss. The owner is not required to provide additional information concerning the flood hazards to the property and the information provided pursuant to this section is deemed adequate to inform the Resident.  
  
( ) *(checked if applicable)* The property is located in a special flood hazard area or an area of potential flooding.
- 18) **LIQUID & OTHER FURNITURE:** Without Owner's prior written consent, no waterbeds or liquid filled furniture (such as aquariums), pianos, organs, libraries or other unusually heavy objects shall be allowed in or about said Premises. Such written consent is subject to Owner receiving additional security deposit equal to one-half of one month's rent as well as being named as an additional insured on a renter's insurance policy, insuring Resident for a minimum of \$100,000 coverage for the term of residency.
- 19) **SATELLITE DISHES:** Owner will permit Resident to install one (1) satellite dish, unless written permission is granted from Owner to install a second dish, for personal, private use on the Premises under the following conditions:

- a. The satellite dish must be one meter or less in diameter (3.281 feet);
  - b. All installations must be performed in a manner as not to cause legitimate safety concerns and in complete compliance with all applicable statutes, rules, and regulations. If permits are required, Resident will obtain all such persons prior to installation;
  - c. The satellite dish may only be installed on the inside balcony, patio or terrace that is under the exclusive control of Resident and only to extent and in locations allowed by local, state, or federal law. Said satellite dish, or any part thereof, shall not extend beyond the balcony, patio or terrace railing. Allowable locations may not provide an optimal signal, or any signal at all.
  - d. Resident is specifically prohibited from making physical modifications to the Premises and is prohibited from installing said satellite dish in the common areas of the Premises, including but not limited to, outside walls, roofs, window sills, common balconies or stairways;
  - e. Resident shall not install said satellite dish in a manner which causes physical or structural damage to the Premises, excluding ordinary wear and tear, including but not limited to, holes drilled through walls, doors, window frames, balconies, or fence railings;
  - f. Resident shall install, maintain and remove said satellite dish in a manner which is consistent with industry standards and shall be liable for any damage or injury sustained as a result of the negligent installation, maintenance or removal of said satellite dish.
  - g. Resident shall indemnify, defend and hold Owner harmless for any damage or injury resulting from said negligence, including paying Owner's attorneys' fees and costs.
  - h. The satellite dish must be removed at the end of the lease term and all damage, other than ordinary wear and tear, must be repaired and restored.
- 20) **UTILITIES:** Resident agrees to pay for utilities commencing at the time of occupancy, furnished to the Premises, including any fees or deposits required as outlined in the Utility and Services Addendum. Each utility service shall be provided to the Premises at Resident's expense on a separate meter, actual sub metered use or ratio utility billing system (RUBS), depending on the utility and/or billing basis either directly from the utility provider in connection with the use of all utility services provided to the Premises or a third-party billing services company during the term of this Agreement, as such term may be extended, or the period of occupancy of the Premises by the Resident, whichever is longer. Sequoia Equities reserves the right to outsource the billing function to a third-party billing services company.
- 21) **JOINT AND SEVERAL LIABILITIES:** The undersigned Residents, whether or not in actual possession of the Premises, are jointly and severally liable for all rent incurred during the term of this Agreement, and for all damages to the demised Premises caused or permitted by Residents, their guests and invitees.
- 22) **RESIDENT STATEMENTS:** Resident shall at any time during the term of this Agreement, within five (5) days of written notice from Owner, execute and deliver to Owner a statement in writing certifying that this Agreement is unmodified and in full force and effect or, if modified, stating the nature of such modification. Resident's statement shall include other details requested by Owner. Any such statement may be relied upon exclusively by any prospective purchaser or encumbrance of the Premises. Resident's failure to deliver such statements within such time shall be conclusive proof upon the Resident that this Agreement is in full force and effect, except as and to the extent any modification has been represented by Owner, and that there are no uncured defaults in Owner's performance.
- 23) **GOVERNMENTAL LAW:** Resident shall not violate any Governmental law in the use of the Premises, commit waste or nuisance, annoy, molest or interfere with any other Resident, guest or neighbor.
- 24) **LEGAL ACTION:** If any legal action or proceeding be brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorney's fees and costs.
- 25) **LEGAL NOTICES:** Notice upon Resident may be served at the subject Premises. Notice, demands and service of process upon Owner may be served upon Erin Morella, Manager/Agent of the demised Premises, **1375 Ballena Blvd Alameda, CA 94501-3606 / (510) 865-2225**.
- 26) **CREDIT REPORT:** Pursuant to Civil Code Section 1785.26, Resident is hereby notified that a negative credit report reflecting on Residents credit record may be submitted in the future to a credit reporting agency if Resident fails to fulfill the terms of their rental/credit obligations or if Resident defaults in those obligations in any way.
- 27) **PEST CONTROL NOTICE:** Resident acknowledges receipt of a copy of the Pest Control Notice, as required by section 1940.8 to the civil code.



- 28) **CONDUCT OF RESIDENT:** Resident shall not cause or permit the Premises or the Property to become unclean or disorderly. Resident shall not annoy, harass, endanger, nor inconvenience any other Resident, commit waste, create a nuisance, or disturb the peace, quiet or tranquility of any other Resident. Resident shall not cause or permit the operation of any loud broadcasting or amplification equipment at any time on the Premises. Resident is responsible for the actions of Resident's guests and invitees, and a breach of any of the terms and conditions of this Agreement by such guest or invitee shall be deemed a breach by Resident. Resident shall not cause or permit the emission from the Premises any objectionable sound, smell, radiation, or sight. In the event of any water penetration of the Premises, Resident shall immediately, notify Owner. Resident shall use all reasonable care to cause all windows and other openings in the Premises to be closed in the event of rain or inclement weather.

Resident further acknowledges that housekeeping and cleanliness are the responsibilities of Resident. Resident agrees to maintain the Premises in a clean and sanitary condition, in a manner consistent with preserving the condition of the Premises. Should the Resident cause or allow a condition, i.e. adverse/unhealthful condition based on improper maintenance/ventilation of the Premises, including but not limited to mold/mildew. Resident hereby holds Owner harmless from any claim resulting from such failure of Resident. If damage occurs (other than normal wear and tear) that is caused by acts or neglect of Resident, his/her guests or others occupying or visiting with Resident's permission, Resident may repair at his/her own expense, after obtaining Owner's written approval. Upon Resident's failure to make such repairs, after reasonable notice by Owner, Owner may cause such repairs to be made, and Resident shall be liable to Owner for any reasonable expense thereby incurred by Owner.

- 29) **USE-GUESTS:** Resident(s) agree that the Premises are to be used only as a private residence, or other legally permissible use, and for no other purpose without the prior written consent of the Owner. Guests staying more than 14 days without the written consent of the Owner shall be considered a breach of the terms of the Rental Agreement regarding subletting and assignment.
- 30) **AMENITIES:** Facilities and/or amenities offered at the community are subject to revision or deletion, without notice, and Resident agrees to hold Owner harmless from claims. Included in the definition of Amenities shall be any parking stall or garage space unless such space is rented from Owner under a separate written agreement signed by both parties.
- 31) **CONDITION OF PREMISES:** Resident agrees to immediately, notify Owner of any defects or dangerous conditions that may exist, including any water penetration of the Premises. Resident acknowledges that the Premises may have previously suffered water intrusion and/or presence of elevated levels of mold/mildew. If owner is aware that condition existed, Owner has made repairs and confirmed that no elevated levels of mold/mildew are present upon lease commencement. Resident must notify Owner immediately if the Premises suffer any new water intrusion because this could allow growth of mold or mildew if not immediately repaired. Resident shall be responsible for and holds Owner harmless from any damages or injuries from water intrusion or mold if Resident fails to report water intrusion to Owner immediately or to allow Owner's representatives immediate entry into the Premises for repair and testing.
- 32) **SMOKE DETECTORS and CARBON MONOXIDE ALARMS:** The Premises are equipped with smoke detectors and, in some cases, carbon monoxide alarm(s), in compliance with state law. Resident acknowledges the devices were tested and its operation explained by Management in the presence of Resident at time of initial occupancy and the devices in the unit were working properly at that time. Each Resident shall perform the manufacturer's recommended test to determine if the devices are operating properly at least once a week. Resident acknowledges that said device and alarm may be either a battery-powered or hard-wired unit as outlined by applicable law. If the unit is battery-powered, it shall be the responsibility of Resident to (a) ensure that the battery is in operating condition at all times; and, (b) replace the battery as needed. If the unit is hard-wired, it shall be the responsibility of Resident to test the device as stated above. Resident shall inform Owner or Owner's authorized agent immediately, in writing, of any defect, malfunction or failure of any detector. Resident shall not, and shall not allow, any tampering or disabling of any such detectors.
- 33) **BALCONY/PATIO/YARD/TERRACE:** Resident hereby agrees to take proper care of the balcony/patio/yard/terrace (herein referred to as "balcony/patio") surrounding the Premises and to keep the areas neat and clean at all times. The following is **not** permitted:
- To have any item or object extending beyond the balcony/patio railing.
  - This area may not be used for storage, in general. Specifically, it is not permitted to have: storage containers, furniture, bikes, mopeds, motorcycles or propane tanks stored in the patio/balcony area. The only items permitted will be outdoor/garden style furniture in good condition, such as a patio table, patio umbrella and patio chair(s). Planters or potted plants using natural dirt and planting material that is not flammable will also be permitted, providing these items shall only be placed on the deck of the patio/balcony and shall have an appropriate means of preventing water and dirt from running out of the planter. These items may **not** be placed on the balcony or patio railings.
  - No dust, rubbish, litter, or anything else shall be swept, thrown, or emptied from the balcony/patio.

- d. Indoor/outdoor carpet or artificial grass may not be used as a floor covering for this area.
- e. Flags, posters, banners, signs or other similar attachments may not be displayed in the area.
- f. Nails, hooks and/or screws of any kind may not be drilled/hammered into the exterior of the building.
- g. Tiki torches (of any kind), portable fire pits, candles, rope light or other heat or fire sources are not permitted.
- h. Resident shall not store or hang rugs, towels, laundry, wash, or other such items on the railings or other portions of the balcony/patio. Clotheslines or drying racks may be permitted under the following conditions: i) the clothesline or drying rack must be free-standing (meaning it does not attach to the building); ii) the clothesline or drying rack does not create a health or safety hazard, block doorways, or interfere with walkways or utility service equipment; and iii) the clothesline or drying rack has been approved by Owner/Agent.
- i. Table umbrellas, bird or other animal feeders, trash, and excessive clutter are not permitted.
- j. Seasonal and holiday decorations and displays may be displayed. All decorations must be removed no later than 15 days after the holiday has passed.

- 34) **RIGHT OF ENTRY.** Owner will have the right to enter the premises as allowed by law. Law permits entry in case of emergency, to make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, to test smoke detectors, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workmen or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5, when the Resident has abandoned or surrendered the premises and pursuant to court order. Owner will serve Resident with written notice before entry unless entry is due to an emergency, surrender or abandonment of the unit, or the tenant and landlord agree orally to an entry to make agreed repairs or supply agreed services at an approximate day and time within one week of the oral agreement, or tenant is present and consents to entry at the time of entry, or to exhibit the unit to prospective or actual purchasers of the property, provided that Owner has notified Resident in writing within 120 days of the oral notice that the property is for sale and that Resident may be contacted to allow for an inspection.
- 35) **ABANDONMENT:** Resident shall not vacate or abandon the Premises prior to the expiration or termination of this Rental Agreement. If Resident does abandon, Owner shall have the right to re-enter in accordance with California Civil Code Section 1951.3.
- 36) **ABANDONED PERSONAL PROPERTY:** Resident's personal property remaining in the Premises after Resident has vacated shall be disposed of in accordance with California Civil Code Section 1981.
- 37) **LIABILITIES:** Resident shall hold Owner and his agent harmless from all claims of loss or damage to property and of injury to or death of persons caused by the acts or negligence of Resident, his guests, licensees or invitees, occurring on or about the Premises. Resident hereby acknowledges that it is Resident's responsibility to monitor the condition of the Premises during the term of the residency. Early detection and reporting of problems to Owner are required in order to mitigate damages to the Premises and adverse conditions relating to the health and welfare of the Resident. Resident hereby expressly releases Owner from any and all liability for loss or damage to Resident's personal property or effects arising out of water leakage, breaking pipes, fire, theft or other causes. Resident's possessions placed in public or private storerooms within the building are so placed at Resident's sole risk and Owner shall have no liability for any loss or damage caused to said possessions.

Resident assumes responsibility for all items stored by him on or about these Premises prior to agreed commencement date of this Agreement. Resident understands and agrees that Owner may alter or cancel the patrol service (if applicable) without his knowledge or consent. Further, Resident understands and agrees that Owner has no obligation or liability for the acts or omissions, whether negligent or otherwise, of any agent or employee of the patrol company (if applicable) or any patrol company subsequently retained by Owner.

Resident understands that Owner reserves the right to pursue possession of the Premises in the event that Resident fails to timely report or correct a Resident-caused condition after reasonable notice from Owner. Resident would thereafter be barred from using this condition as a defense to an unlawful detainer action. Resident recognizes that Owner and its legal representatives do not guarantee, warrant, or assure Resident's personal security and are limited in their ability to provide protection. Resident understands that Owner is not responsible for criminal acts nor that Resident will be free from violent tendencies of third persons. Resident has been informed and understands and agrees that his/her personal safety and security is his/her personal responsibility.

- 38) **ENVIRONMENTAL INDEMNIFICATION:** To the fullest extent allowed by law, Resident acknowledges that certain materials containing potentially health-affecting substances may exist in the Premises. As additional consideration for Owner's entering in this Agreement, Resident, for himself, his heirs, successors, assigns, guests and all other claiming by, through or under him, or who may live in, occupy, use or reside in the Premises, hereby (a) expressly assumes and accepts any and all risks involved or related to the Premises of any and all health affecting substances, (b) waives all claims and causes of action of any kind or nature, at law or

in equity, including, but not limited to, claims or causes of action arising by statute, ordinance, rule, regulation or similar provision, against Owner, Owner’s agents, principals and employees with respect to any health hazard occurring in connection with the presence of the Apartment Complex of materials containing potentially health affecting substances, and (c) agrees to defend, indemnify and hold harmless the Owner against and from any and all actions, causes of action, claims, demands, liabilities, losses, damages and expenses of whatsoever kind, including, but not limited to, attorney’s fees at both the trial and appellate levels, that the Owner may at any time sustain or incur by reason of any and all claims asserted against them to the extent that such claims arise out of or are based upon any potentially health affecting substances having been brought, or allowed to be brought, into the Premises by Resident, guest or other person occupying, using or residing in the Premises.

- 39) **DESTRUCTION OF PREMISES:** If the Premises become totally or partially destroyed during the term of this Rental Agreement so as to seriously interfere with Resident's occupancy, either party to this Agreement may terminate immediately upon delivery of written notice.
- 40) **DESCRIPTION OF PERMITTED ALTERATION:** Owner agrees to allow Resident to perform the following alteration to the leased Premises at **1365A BALLENA BLVD** : [Describe permitted alteration in detail].

\_\_\_\_\_

\_\_\_\_\_

- 41) **DISPOSITION OF ALTERATION:** When Resident moves out or surrenders possession, Resident shall leave the alteration described above in place. The alteration shall become the property of Owner without compensation to Resident.
- 42) **REGISTERED SEX OFFENDERS NOTICE:** The California Department of Justice, sheriff’s departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a data base of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of section 290.46 of the Penal Code. Information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender’s criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP code in which he or she resides.
- 43) **GENERAL:** Time is of the essence of this Agreement and each provision herein contained. Words used in the singular shall include the plural where the context requires, also the masculine shall include the feminine. The breach of any of the covenants or terms is to all rights of termination by either party.

This Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of all the parties hereto. Waiver of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. The invalidity, or partial invalidity, of any provision of this Agreement shall not render the remainder of the Agreement invalid or unenforceable. Headings or titles to paragraphs herein are not part of this Rental Agreement and shall have no effect on construction or interpretation. Oral representations, agreements and guarantees are not binding.

- 44) **ACKNOWLEDGEMENT AND ADDENDUMS:** The undersigned Resident acknowledges having read the foregoing, and received a copy of this Agreement. Resident acknowledges that additional terms and provisions have been agreed upon which are designated as an Addendum, a copy of which is attached hereto, named: Asbestos Addendum, Bed Bug Addendum, Prop 65 Addendum, Concession Addendum, Flex Addendum, Garage Addendum, Good Neighbor Addendum, Lead Addendum, Mold Addendum, Open Flame Device Addendum, Package Acceptance, Parking Rules, Patio Shade Addendum, Pet Addendum, Pool and Spa Regulations, Smoke-Free Addendum, Storage Addendum, Unlawful Activity Addendum, Utility and Services Addendum, Valet Waste Addendum, Water Submeter Addendum and is incorporated herein as though fully set forth at length.

THE FOREGOING CONSTITUTES THE ENTIRE AGREEMENT between the parties and may be modified only by a written document signed by the parties hereto. **Resident understands that the lease term Paragraph 9 above contain provisions under which this Agreement may automatically continue as a tenancy from month-to-month upon the expiration of the lease term.**

Apartment **1365A BALLENA BLVD**

\_\_\_\_\_  
(Resident) Date

\_\_\_\_\_  
(Owner/Agent) Date

\_\_\_\_\_  
(Resident) Date

\_\_\_\_\_  
(Resident) Date

\_\_\_\_\_  
(Resident) Date

\_\_\_\_\_  
(Resident) Date

## Grant Eshoo

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**From:** Tamu Harper  
**Sent:** Thursday, May 16, 2019 4:05 PM  
**To:** Rent Stabilization Program  
**Subject:** Fw: Kitchen Wall

Hello Grant,

This is the email that I just got from the building code inspector. He is issuing a violation, but I do not know if it will be before June 3.

Thanks,

Tammy & Tim  
----- Forwarded Message -----

**From:** Tamu Harper  
**To:** Orlando Givens <OGivens@alamedaca.gov>  
**Sent:** Thursday, May 16, 2019, 11:29:37 AM PDT  
**Subject:** Re: Kitchen Wall

Hello Orlando,

Thanks for getting back to me. I don't have a moisture reader. I can try to get one if it is not too expensive. Is it relatively easy to use?

Thanks,

Tamu Harper

On Thursday, May 16, 2019, 11:13:20 AM PDT, Orlando Givens <OGivens@alamedaca.gov> wrote:

Hello, Tamu. I have FINALLY been able to look through years of permits for all of the addresses associated with this parcel. I do not see any permits for your unit pulled in more than a decade. The work in the bathroom, as you describe it, should have been permitted. The same holds true for the work in the kitchen. I see the pictures you sent. The yellow substance is likely dried grease, which I have seen before. It can be very resistant to cleaning. I suggest a powerful de-greaser. The black spots could be mold, although a mold test would need to be completed to confirm this. Now that I have finally finished going through the permits, I do plan to issue a Notice of Violation. It would help to know if there is any water intrusion that we cannot see. Do you have, or do you have access to a moisture reader? You can get one at any hardware store, or online. Let me know. I have appointments out of the office for the next few hours. Will attempt to call you later today.

Thanks.

Orlando Givens

Sr. Code Enforcement Officer

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**From:** Tamu Harper [mailto:[mailto:](#)]  
**Sent:** Thursday, May 09, 2019 6:22 PM  
**To:** Orlando Givens <OGivens@alamedaca.gov>  
**Subject:** Kitchen Wall

Hi Orlando,

This is the wall that I showed you in the kitchen that had peeling paint. I didn't have the strength to pull it out and show you the rest of the wall. There is visible black mold and a yellow substance that will not come off the wall. When they put a new kitchen floor in, they neglected to fix the wall. I pointed all of these issues out in 2017 when there was a water leak in the kitchen.

Thanks,

Tammy