

## LARA WEISIGER

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**From:** Yibin Shen  
**Sent:** Thursday, August 29, 2019 9:19 AM  
**To:** CityCouncil-List  
**Cc:** Eric Levitt; LARA WEISIGER; Michael Roush; DEBBIE POTTER  
**Subject:** FW: What is the definition of "Lawful rent payment"?

Dear Mayor and Council,

Forwarding communication with Commissioner Teague relating to one of the housing ordinances set for 9/3 that may be of interest to the full Council.

Thanks

Y

Yibin Shen  
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**From:** Yibin Shen  
**Sent:** Thursday, August 29, 2019 9:11 AM  
**To:** 'Alan Teague' <alan@alameda.morphdog.com>; John Knox White <JknoxWhite@alamedaca.gov>  
**Subject:** RE: What is the definition of "Lawful rent payment"?

Dear Mr. Teague,

Thank you for this message. Lawful Rent, as contemplated in 6-61.40, means timely and full amount of rent unless otherwise authorized by law, court order or agreement. It is not intended to require landlords to accept partial or late rent if not otherwise authorized by law, court order or a separate voluntary agreement. More specifically, relating to your example, it does not require landlords to accept rent after the expiration of a 3 day notice, unless otherwise required by law, court order, or separate agreement.

I hope this alleviates your concern.

Thanks

Y

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**From:** Alan Teague [<mailto:alan@alameda.morphdog.com>]

**Sent:** Wednesday, August 28, 2019 10:43 PM

**To:** Yibin Shen <[yshen@alamedacityattorney.org](mailto:yshen@alamedacityattorney.org)>; John Knox White <[JknoxWhite@alamedaca.gov](mailto:JknoxWhite@alamedaca.gov)>

**Subject:** What is the definition of "Lawful rent payment"?

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Vice Mayor Knox White and City Attorney Shen,

For the upcoming City Council Meeting there are two ordinances which interact and for which the legal definition of a key term is unclear (at least to me).

**From the Fair Housing and Tenant Protection Ordinance:**

6.61.40 Prohibition Against Harassment

No Landlord shall ... do any of the following in bad faith:

J. Refuse to acknowledge receipt of a Tenant's lawful rent payment;

**From the City Rent Control Ordinance:**

6-58.80 Evictions and Terminations of Tenancies

A. ... shall not be cause for eviction if ... (ii) the Tenant tenders some or all of the Rent due and the Landlord accepts some or all of the Rent.

**The term "lawful rent payment" is what is undefined by the ordinances.**

If the definition is something like the definition contained in 6-58.80 A.(i) "full amount of Rent due within the time frame in the notice to terminate a Tenancy", then there isn't a problem.

Otherwise this could be interpreted to require the Landlord to accept partial rent payment or to accept rent payments after the 3-day notice period has passed.

What is the definition that the City will use for this term?

Best regards,  
Alan Teague  
Alameda Resident