

**Minutes of the Regular Meeting of the
Rent Review Advisory Committee
Monday, February 6, 2017**

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:35 p.m.

Present were: Chair Sullivan-Sariñana; Vice-Chair Landess; Members Griffiths, Friedman

Absent: None

Vacancy: One Landlord member

RRAC Staff: Jennifer Kauffman

City Attorney Staff: Michael Roush

2. AGENDA CHANGES

- a. None.

3. STAFF ANNOUNCEMENTS

- a. The next Committee meeting will be Wednesday, February 22, 2017. More information is available at www.alamedarentprogram.org.
- b. Staff explained the schedule for the evening, noting where to find the meeting agenda and explaining procedures for public comment.

4. PUBLIC COMMENT, NON-AGENDA, NO.1

- a. No public comment.

5. CONSENT CALENDAR

- a. Approval of the Minutes of the January 11, 2016 Regular Meeting.
Motion and second (Sullivan-Sariñana and Landess). Unanimously approved.
- b. Approval of the January 12, 2016 Regular Meeting.
Motion and second (Sullivan-Sariñana and Friedman). Unanimously approved.

6. UNFINISHED BUSINESS

- a. No unfinished business.

7. NEW BUSINESS

7-A. Case 582 – 2007 Lincoln Ave., Unit C

Tenant: Heather Reed and Eric Strimling as designated representatives for tenant, Sia Sellu

Landlord: John Galleto

Proposed rent increase: \$55.00/month increase, effective December 1, 2016

Committee members asked for clarification concerning the role of the tenant advocates. They verified they were authorized on behalf of Ms. Sellu to agree to a rent increase of \$25.00/month and do not have authority beyond that. Mr. Roush stated that the representatives' participation on behalf of the tenant satisfies the requirements of the Ordinance that the tenant appear at the RRAC meeting.

Mr. Strimling explained that Ms. Sellu was interested in resolving this matter privately with the landlord but the landlord was not open to that suggestion. Ms. Reed explained that Ms. Sellu can only accept a small increase due to her disability and her fixed income. Ms. Sellu does not consider the quality of the unit to warrant a \$55.00/month increase. She noted that Ms. Sellu likes living in Alameda and considers it her home. Ms. Reed also explained that the stress of the rent review process has negatively affected Ms. Sellu's health.

The landlord, Mr. Galleto, explained that the building is operating at a loss and that the unit's rent is below market rate. He said he is willing to reconsider the amount of the rent increase if the tenant provides documentation to demonstrate her claim that she is unable to pay the \$55.00 increase. He clarified that he would need to see the type of documentation associated with a typical rental application.

The tenant advocates stated Ms. Sellu would be willing to complete a rental application form but wanted to ensure that her medical information would not be used against her and that her tenancy would not be terminated.

Chair Sullivan-Sariñana emphasized that the goal of the Committee is to facilitate discussions between a tenant and a landlord in order to reach an agreement between the tenant and landlord. When parties are unable to reach an agreement, the Committee shifts from facilitators to making a recommendation regarding the amount of the rent increase. Mr. Roush added that the tenant and landlord may still negotiate an agreement after the Committee recommendation.

Member Friedman recommended postponing the case to allow both parties an opportunity to negotiate. The tenant advocates stated that Ms. Sellu would like a decision this evening. The Committee agreed to make a recommendation.

- Vice-Chair Landess expressed concern for both parties. She acknowledged that it appeared this rent increase and review process have been stressful for the tenant. She also stated that the landlord expenses have increased. She recommended that a \$55.00 (5%) is reasonable.
- Member Friedman noted that landlord included in the rent increase calculation costs related to a reserve fund to be used when a termination requires relocation assistance fees. While he noted this is a real cost, he did not agree that the landlord's calculation of these costs were reasonable and did not agree that the costs justify a 5% increase. In addition, he noted that he does not believe the landlord's mortgage costs are valid factors in calculating a rent

increase. Taking in good faith the comments of the tenant, he asserted that it appears the 5% increase poses a financial burden on the tenant. He recommended a \$33 (3.0%) increase.

- Chair Sullivan-Sariñana noted that he is taking the comments of the landlord and tenant in good faith. He summarized that the tenant expressed she is unable to pay the 5% increase and the landlord stated he would reconsider the amount of the rent increase if the tenant provides documentation of her inability to pay the higher rent. In addition, the tenant representatives stated the tenant would be willing to provide the requested documentation. Therefore, he stated that it appears both parties may be able to work out an agreement of a \$25 increase when the requested documentation is provided by the tenant. Thus, he recommended a \$25 (2.3%) increase.
- Member Griffiths stated that he recognizes the tenant is facing a hardship with this rent increase. He also noted that he appreciates that the landlord has a history of reasonable rent increases. While he agrees with Member Landess that 5% is a reasonable increase for the landlord, he also acknowledged the tenant is in a difficult situation. He recommended an increase of \$25.00 (2.3%) and encouraged parties to meet privately so that the landlord's requested documentation could be provided by the tenant.

Motion and second for Committee to recommend an increase of \$25.00 (2.3%) effective March 1st, 2017 (Sullivan-Sariñana and Griffiths). Passed with Sullivan-Sariñana, Griffiths, and Friedman voting yes and Landess voting no.

Motion and second for 5 minute recess (Sullivan-Sariñana and Landess). Unanimously approved.

7-B. Case 653 – 43 Sandpiper Pl.

Proposed Rent Increase: \$480.00 (15.1%), effective March 1, 2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-C. Case 683 – 871 Oak St.

Proposed Rent Increase: \$1,000.00 (50.0%), effective March 15, 2017

Review was postponed to the February 22, 2017 Committee meeting.

7-D. CASE 655 - 300 Westline Dr., Unit A101

Proposed rent increases:

12-month lease - \$60.00 (2.0%); *No review*

Month-to-month agreement - \$785.00 (25.7%); *Under review*

Effective date: 2/16/2017

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-E. CASE 656 - 300 Westline Dr., Unit A102

Proposed rent increases:

12-month lease - \$60.00 (2.0%); *No review*

Month-to-month agreement - \$785.00 (25.7%); *Under review*

Effective date: 3/1/17

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-F. CASE 657 - 300 Westline Dr., Unit A112

Proposed rent increases:

12-month lease - \$101.00 (4.8%); *No review*

Month-to-month agreement - \$538.00 (25.8%); *Under review*

Effective date: 2/6/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-G. CASE 659 - 310 Westline Dr., Unit B207

Proposed rent increases:

12-month lease - \$82.00 (2.9%); *No review*

Month-to-month agreement - \$771.00 (27.2%); *Under review*

Effective date: 2/17/17

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-H. CASE 660 - 310 Westline Dr., Unit B213

Proposed rent increases:

12-month lease - \$73.00 (2.0%); *No review*

Month-to-month agreement - \$959.00 (26.1%); *Under review*

Effective date: Delayed until RRAC review.

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-I. CASE 661 - 310 Westline Dr., Unit B315

Proposed rent increases:

12-month lease - \$64.00 (2.0%); *No review*

Month-to-month agreement - \$842.00 (26.1%); *Under review*

Effective date: Delayed until RRAC review.

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-J. CASE 663 - 330 Westline Dr., Unit B329

Proposed rent increases:

12-month lease - \$105.00 (4.7%); *No review*

Month-to-month agreement - \$552.00 (25.0%); *Under review*

Effective date: 2/5/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-K. CASE 664 - 344 Westline Dr., Unit C115

Proposed rent increases:

12-month lease - \$101.00 (4.9%); *No review*

Month-to-month agreement - \$538.00 (26.4%); *Under review*

Effective date: 2/21/2017

No Committee review. The tenant did not attend the meeting. Hence, the Committee took no action and both options on the rent increase notice are valid. The tenant retains the option to choose the 12-month lease offer or the month-to-month rental agreement offer.

7-L. CASE 665 - 344 Westline Dr., Unit C119

Proposed rent increases:

12-month lease - \$43.00 (2.0%); *No review*

Month-to-month agreement - \$497.00 (22.6%); *Under review*

Effective date: 2/20/2017

No Committee review. The tenant did not attend the meeting. Hence, the Committee took no action and both options on the rent increase notice are valid. The tenant retains the option to choose the 12-month lease offer or the month-to-month rental agreement offer.

7-M. CASE 666 - 344 Westline Dr., Unit C223

Proposed rent increases:

12-month lease - \$44.00 (2.0%); *No review*

Month-to-month agreement - \$502.00 (22.6%); *Under review*

Effective date: 2/9/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase of 15.0%.

7-N. CASE 668 - 909 Shorepoint Ct., Unit D214

Proposed rent increases:

12-month lease - \$39.00 (1.9%); *No review*

Month-to-month agreement - \$657.00 (33.0%); *Under review*

Effective date: 2/18/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-O. CASE 669 - 909 Shorepoint Ct., Unit D216

Proposed rent increases:

12-month lease - \$46.00 (2.0%); No review

Month-to-month agreement - \$355.00 (15.2%); Under review

Effective date: Delayed until RRAC review.

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-P. CASE 670 - 909 Shorepoint Ct., Unit D316

Proposed rent increases:

12-month lease - \$112.00 (5.0%); *No review*

Month-to-month agreement - \$406.00 (18.1%); *Under review*

Effective date: Delayed until RRAC review.

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-Q. CASE 672 - 915 Shorepoint Ct., Unit E230

Proposed rent increases:

12-month lease - \$122.00 (4.8%); *No review*

Month-to-month agreement - \$732.00 (28.5%); *Under review*

Effective date: 2/10/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-R. CASE 673 - 915 Shorepoint Ct., Unit E309

Proposed rent increases:

12-month lease - \$54.00 (1.9%); *No review*

Month-to-month agreement - \$713.00 (26.7%); *Under review*

Effective date: 2/19/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-S. CASE 675 - 941 Shorepoint Ct., Unit F203

Proposed rent increases:

12-month lease - \$102.00 (5.0%); No review

Month-to-month agreement - \$541.00 (26.3%); Under review

Effective date: 2/17/2017

No Committee review. The tenant did not attend the meeting. Hence, the Committee took no action and both options on the rent increase notice are valid. The tenant retains the option to choose the 12-month lease offer or the month-to-month rental agreement offer.

7-T. CASE 676 - 941 Shorepoint Ct., Unit F303

Proposed rent increases:

12-month lease - \$46.00 (1.9%); *No review*

Month-to-month agreement - \$517.00 (21.6%); *Under review*

Effective date: 2/23/2017

No Committee review. The tenant did not attend the meeting. Hence, the Committee took no action and both options on the rent increase notice are valid. The tenant retains the option to choose the 12-month lease offer or the month-to-month rental agreement offer.

7-U. CASE 677 - 941 Shorepoint Ct., Unit F328

Proposed rent increases:

12-month lease - \$117.00 (4.9%); *No review*

Month-to-month agreement - \$701.00 (29.2%); *Under review*

Effective date: Delayed until RRAC review.

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-V. CASE 679 - 937 Shorepoint Ct., Unit G201

Proposed rent increases:

12-month lease - \$57.00 (2.0%); *No review*

Month-to-month agreement - \$756.00 (26.1%); *Under review*

Effective date: 2/22/2017

No Committee review. Prior to the RRAC meeting, the tenant provided written documentation to the landlord that they will vacate the unit.

7-W. CASE 680 - 937 Shorepoint Ct., Unit G308

Proposed rent increases:

12-month lease - \$124.00 (5.0%); *No review*

Month-to-month agreement - \$741.00 (29.9%); *Under review*

Effective date: 2/12/2017

No Committee review. The tenant did not attend the meeting. Hence, the Committee took no action and both options on the rent increase notice are valid. The tenant retains the option to choose the 12-month lease offer or the month-to-month rental agreement offer.

7-X. CASE 681 - 937 Shorepoint Ct., Unit G314

Proposed rent increases:

12-month lease - \$66.00 (4.9%); *No review*

Month-to-month agreement - \$441.00 (32.9%); *Under review*

Effective date: 2/10/2017

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase between 0-5%.

7-Y Discuss Committee members' attendance at the March 7, 2017 City Council meeting to represent recommendations passed at the January 24, 2017 RRAC special meeting

Staff shared an update that the City Council meeting to review the Ordinance will not be held in March. Staff will update the Committee when the exact date is known. City Attorney staff confirmed that he will forward the Committee recommendations, approved January 24, 2017, to all Committee members for review prior to the City Council meeting.

Chair Sullivan-Sariñana confirmed that he will attend the meeting to present the Committee's recommendations. He encouraged other Committee members to attend the meeting as well.

8. PUBLIC COMMENT, NON-AGENDA, NO. 2.

- a. Angie Watson-Hajjem of ECHO Housing spoke about ECHO's Fair Housing and tenant-landlord mediation services.

9. MATTERS INITIATED

- a. Chair Sullivan-Sariñana suggested setting aside time at an upcoming meeting to discuss the criteria the Committee uses in determining a reasonable rent increase. He requested that the City Attorney's Office provide guidance for that discussion. Staff confirmed that this matter will be agendized in a future Committee meeting.

10. ADJOURNMENT

The meeting was unanimously adjourned at 8:14 p.m.

Respectfully submitted,



RRAC Secretary
Jennifer Kauffman

Approved by the Rent Review Advisory Committee on March 6, 2017.