

**Minutes of the Regular Meeting of the
Rent Review Advisory Committee
Monday, April 2, 2018**

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:31 P.M.

Present were: Chair Cambra; Vice-Chair Sullivan-Sariñana; Members Murray and Friedman

Absent: Member Griffiths

Program staff: Grant Eshoo, Jennifer Kauffman

City Attorney staff: John Le

2. AGENDA CHANGES

- a. Staff announced that several cases on the agenda would not be heard, as they resolved prior to the hearing, and that the order of some cases had changed.

3. PUBLIC COMMENT, NON-AGENDA ITEMS, NO.1

- a. Angie Watson-Hajjem spoke about ECHO Housing's fair housing, landlord-tenant, and mediation services.

4. STAFF ANNOUNCEMENTS

- a. No staff announcements.

5. CONSENT CALENDAR

5-A. Approval of the Minutes of the March 5, 2018 Regular Meeting.

Vice Chair Sullivan-Sariñana stated that he would like to suggest edits to the March minutes. He confirmed he would email staff suggested amendments before May's RRAC meeting.

Motion and second to table approval of the minutes until May's meeting. (Sullivan-Sariñana and Friedman). Motion passed 4-0.

6. UNFINISHED BUSINESS

- a. No unfinished business.

7. NEW BUSINESS

7-F. CASE 1005.1 – 114 Keil Bay

Tenant: Maryann Sadoon

Landlord: Elena and Nelson Chan

Proposed rent increase: \$152.25 (5.0%) to a total rent of \$3,197.25, effective April 1, 2018

No Committee review. Prior to the meeting, staff approved Ms. Sadoon's request to attend the meeting by phone. Staff called Ms. Sadoon and she declined to participate. As the tenant declined to participate in the hearing, the rent increase will go into effect as proposed.

7-A. CASE 1006 – 111 Crolls Garden Ct.

Tenant: Abel Macias III

Landlord: Property Manager Steve Ace Hofer, on behalf of owner, Kumari Judge

Proposed rent increase: \$85.00 (4.8%) to a total rent of \$1,855.00, effective April 1, 2018

Mr. Macias acknowledged the landlord had made improvements to his unit, and stated his desire for the landlord to address other concerns he had about the condition of the unit and complex. To illustrate an example of his concerns, he showed photos on his laptop showing a parked vehicle blocking access to part of the complex. He shared other photos that showed stairs at the property that were in need of maintenance. He pointed out they had worn tread, wood rot, and presented other safety concerns. He said that although some improvements had recently been made, more were needed to make the stairs safer.

Vice Chair Sullivan-Sariñana clarified that the RRAC cannot directly address maintenance concerns, but that it could facilitate dialogue that may allow the parties to resolve those issues together along with the rent increase amount.

Mr. Hofer stated that management took maintenance of the property seriously and intends to keep the property in good condition.

Mr. Macias said he had brought up his maintenance concerns to management before and management had not addressed all of them. Member Murray asked if Mr. Hofer was a new manager and he said he had been employed as the manager at that property for about two years and was working to fix long-standing problems that the previous manager had neglected. Mr. Macias acknowledged that Mr. Hofer had done some work to improve the property and reiterated that he wanted to make sure his concerns were addressed if he is to pay a rent increase.

Member Murray re-clarified that the RRAC could facilitate the parties coming to an agreement but could not make a decision regarding the maintenance concerns.

Vice Chair Sullivan-Sariñana stated that Mr. Macias could voice his concerns about management doing his requested repairs in a timely manner. Mr. Macias confirmed that he did have concerns about the work being done in a timely manner. Mr. Hofer said he hoped to address the maintenance issues within the next month or so.

Mr. Macias also raised concern about other tenants following the rules, such as by parking correctly. Mr. Hofer explained that he does address those matters with other tenants in an ongoing manner.

Vice Chair Sullivan-Sariñana asked Mr. Macias if he was comfortable with paying the rent increase going forward. Mr. Macias responded that he was comfortable agreeing to the increase if the landlord agreed to make the repairs he had requested, which Mr. Hofer agreed to do.

The parties reached a voluntary agreement that Mr. Macias would pay the rent increase and Mr. Hofer would address Mr. Macias' concerns.

7-B. CASE 1008 – 941 Shorepoint Ct., Apt. F213

Tenants: Soniya Kullar and Arjmand Yousefian

Landlord: Katie Edwards

Proposed rent increase: \$104.00 (4.9%) to a total rent of \$2,239.00, effective March 26, 2018

No Committee review. The tenants did not appear at the hearing. The rent increase will go into effect as proposed.

7-C. CASE 1002.1 – 2056 Encinal Ave., Apt. 4

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase of \$90.00, a 10.0% increase, bringing the rent to a total of \$990.00 effective April 1, 2018.

7-D. CASE 1003.1 – 2056 Encinal Ave., Apt.

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase of \$80.00, a 10.0% increase, bringing the rent to a total of \$880.00 effective April 1, 2018.

7-E. CASE 1004.1 – 2056 Encinal Ave., Apt. 2

No Committee review. Prior to the RRAC meeting, the tenant and landlord agreed to a rent increase of \$105.00, a 10.0% increase, bringing the rent to a total of \$1,155.00 effective April 1, 2018.

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

a. No public comment.

9. MATTERS INITIATED

None.

10. ADJOURNMENT

The meeting adjourned at 7:15 PM.

Respectfully submitted,

RRAC Secretary
Grant Eshoo

Approved by the Rent Review Advisory Committee on May 7, 2018