

**Minutes of the Regular Meeting of the
Rent Review Advisory Committee
Wednesday, September 7, 2016**

1. CALL TO ORDER AND ROLL CALL

The meeting was called to order at 6:37 p.m.

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

Absent: None

Vacancy: None

RRAC staff: Jennifer Kaufman

2. AGENDA CHANGES (None)

3. ANNOUNCEMENTS

- a. The Chair invited Angie Watson-Hajjem of ECHO Housing to speak about ECHO's Fair Housing and tenant/landlord mediation services.
- b. Staff is developing an information brochure for tenants and landlords regarding new regulations and protections under Rent Stabilization Ordinance no. 3148.

4. CONSENT CALENDAR

- a. Approval of the Minutes of the August 1, 2016 Regular Meeting
 - Approved by unanimous consent with the provision that staff confirm the exact percentage of the agreed rent increase in Case 417. Motion and second (Schrader and Friedman).

5. UNFINISHED BUSINESS (None)

6. NEW BUSINESS

- a. Case 434 – 941 Shorepoint Ct. #F318

Tenant/public speaker: Ralph Medina

Landlord/public speaker: Darren Carrington, Katie Edwards

Mr. Medina stated that his family has lived at the property since 2010 and they would like to continue living there. Mr. Medina noted that the rent has increased significantly each of the previous three years, which he finds excessive. The tenant did not feel that the month-to-month offer was an option due to its high rate, and he preferred a 12-month lease. Mr. Medina proposed a 2.0% rent increase for a 12-month lease. As an alternative option, he also proposed a 12-month lease with one month of free rent based an offer he saw in an online advertisement to prospective tenants at the property.

Ms. Edwards and Mr. Carrington stated that the tenant's rent is \$400 below the current market rate. They explained that it was in the interest of the landlord to have long-term tenants and leases. They believed it was important to comply with the Ordinance and

considered the 4.9% increase reasonable, given that it was still below the market rate. To approximate market rates, they observed rents at Ballena Village, Summer House Apartments, and Tower Apartment Homes. Ms. Edwards and Mr. Carrington proposed exploring options to transfer the tenant to another available unit on the property within the tenant's price range.

Mr. Medina did not have interest in relocating to a different unit on the property. He did not agree that his unit was \$400 below market rent. He stated that the rent increase was causing him to consider leaving the property to move into a more affordable unit elsewhere.

Parties were unable to reach agreement. The Committee discussed a recommendation for the rent increase.

- Schrader commented there is a difference between the market rent for a new tenant and the market rent for a long-term tenant. Additionally, he stated it is difficult to compare unit rents as there is often variation on floor plan, location on the property, etc. Due to the fact there have been significant rent increases in the past, he stated there should be compromise on the rent increase and determined a reasonable rent increase for a 12-month lease would be \$90 (3.6%).
- Sullivan-Sariñana stated he finds the multiple rent increases over the recent years excessive, especially because salaries do not increase quickly enough to match. He emphasized that the financial burden on the tenant gets to the core of the Ordinance and its purpose. He stated he was not in dispute of the landlord's concerns, however, he believed the Committee should consider the intent of the Ordinance.
- Landess stated that she understood the landlord's perspective. Nevertheless, she also observed an apparent conflict between the landlord's statement that long-term tenants are valued, yet, long-term tenants receive frequent, high rent increases. She agreed with the \$90 (3.6%) rent increase recommendation.
- Griffiths agreed with statements by Schrader and Landess. He noted that the Committee should find the most equitable solution that is possible in each situation. Griffiths expressed the hope that this recommendation will lead to more discussion between the landlord and the tenant.
- Friedman stated that his main concern is the rent increase's financial impact on the tenant as the factor gets to the purpose of the Ordinance. He noted that the tenant did not emphasize a concern regarding financial impact. Friedman commented that it seems the Alameda community has come together and determined that rent increases of 5% are reasonable. However, he understood the perspective of other Committee members and was in agreement with their recommendation.

The Committee recommended a rent increase of \$90 (3.6%) effective September 12, 2016. Motion and second (Schrader and Landess) and unanimous consent.

b. Case 435 – 941 Shorepoint Ct. #F314

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

c. Case 441 – 941 Shorepoint Ct. #F111

No 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.

d. Case 442 – 941 Shorepoint Ct. #F106

No 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.

e. Case 444 – 915 Shorepoint Ct. #E323

No 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.

f. Case 446 – 915 Shorepoint Ct. #E317

No review. Prior to the RRAC meeting, the tenant submitted paperwork to vacate the unit.

g. Case 448 – 915 Shorepoint Ct. #E306

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

h. Case 450 – 915 Shorepoint Ct. #E304

No 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.

i. Case 455 – 915 Shorepoint Ct. #E226

No 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.

j. Case 461 – 915 Shorepoint Ct. #E113

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

k. Case 463 – 909 Shorepoint Ct. #D322

The case was postponed to the RRAC meeting on October 3, 2016.

l. Case 472 – 344 Westline Dr. #C305

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

m. Case 475 – 300 Westline Dr. #B229

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

n. Case 476 – 330 Westline Dr. #B427

No 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.

o. Case 478 – 344 Westline Dr. #C202

No 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.

p. Case 480 – 344 Westline Dr. #C209

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

q. Case 487 – 300 Westline Dr. #A313

No 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.

r. Case 488 – 310 Westline Dr. #B101

No 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.

s. Case 490 – 310 Westline Dr. #B103

No 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.

t. Case 497 – 300 Westline Dr. #A216

No 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.

u. Review and approve proposed amendments to the Rent Review Advisory Committee's Rules and Procedures

Staff summarized amendments in Rules & Procedures based on Committee comments and feedback from the August 1, 2016 RRAC Regular Meeting.

Members requested additional amendments:

- 1) Item B.3., Maintenance of Membership. Amended to strike the phrase “whether excused or not unexcused.” Motion and second (Schrader and Friedman), passed unanimously.
- 2) Item C.3.b., Officers. Concern about who is responsible for archiving and retaining audio recordings. Staff clarified and the concern was withdrawn.
- 3) Item D, Duties of the Committee. Concerns about the using the term “mediation” as that word does not appear in the Ordinance or Alameda Municipal Code. Members agreed it is important that their Rules & Procedures match the Ordinance verbiage exactly.
 - Motion and second (Schrader and Landess) to strike “The purpose of the hearing is to endeavor to settle rent increase disputes through mediation between parties.” and “when the parties have not reached an agreement through mediation”.

- Motion and second (Schrader and Sullivan-Sariñana) to strike “If an agreement by mediation does not occur,”.

Both motions passed by Sullivan-Sariñana, Friedman, Landess, and Schrader in favor, Griffiths abstain.

4) Item E., Meetings

- Motion and second (Friedman and Schrader) to amend “the Chair may grant such a request” to “the Chair shall grant such a request.” Sullivan-Sariñana, Friedman, Landess, and Schrader in favor, Griffiths abstain.

5) Item H., Rules of Order

- Members requested clarification for the reason “Motion to table” was removed from the Rules & Procedures. Staff explained removing the paragraph did not limit the conduct of the Committee. Members withdrew concern.

Sullivan-Sariñana, Friedman, Landess, and Schrader in favor, Griffiths abstain, to approve the Rent Review Advisory Committee’s Rules and Procedures with amendments from September 7, 2016.

7. PUBLIC COMMENT

No additional public comment.

8. MATTERS INITIATED

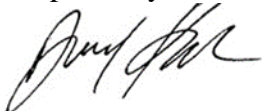
- a. Sullivan-Sariñana stated he would like to invite City Council members to future RRAC meetings.
- b. Staff confirmed the Rent Program’s monthly report will be emailed Committee members.

9. WRITTEN COMMUNICATIONS (None)

10. ADJOURNMENT

The meeting was unanimously adjourned at 9:03 p.m.

Respectfully submitted,



RRAC Secretary
Jennifer Kauffman

Approved by the Rent Review Advisory Committee on October 3, 2016.

