

Attachment A

Rent Review Hearing Packet

City of San Leandro
Community Development Department
Housing Services Division
Staff Summary

Date: October 24, 2023
To: Rent Review Board
From: Kimberly Anderson, Housing Specialist II
Subject: Rent Review Board Hearing Case:
RRB2023-01 – 1055 Cecelia Court

<i>RRB Case #:</i>	RRB2023-01
<i>Tenant:</i>	Joel Stewart
<i>Address:</i>	1055 Cecelia Court
<i>Unit Size:</i>	1 Bedroom, 1 Bath
<i>Tenancy:</i>	8 years
<i>Owner/Manager:</i>	Carina White (Property Manager, Cecelia Court Apartments), Greystar Property Management
<i>Current Rent:</i>	\$1,671
<i>Rent Increase:</i>	\$153 (9.2% increase)
<i>Proposed New Rent:</i>	\$1,824
<i>Effective date:</i>	October 1, 2023
<i>Request submittal:</i>	August 16, 2023; Notice received August 15, 2023
<i>City notice included:</i>	Yes

Paperwork Submitted by Tenant



City of San Leandro
RENT REVIEW HEARING REQUEST FORM

835 East 14th Street, San Leandro, CA 94577

Attention: Rent Review Board

(510) 577-6004 / (510) 577-6007 FAX / housing@sanleandro.org

If you need special accommodations due to physical disabilities or need translation services, contact (510) 577-6006 or TDD (510) 577-3343.

The Owner/Property Manager & Rent Review Board will receive a copy of this Hearing Request Form.

1. Tenant Name(s): JOEL STEWART RRB Case #: _____
2. Address: 1055 Cecelia Court City: SAN LEANDRO Zip: 94577
3. Phone: _____ Email: _____
4. Unit Type: Apartment ☒ Duplex (2 renter-occupied units) ☐ Triplex ☐ Other 36 unit
5. Unit/Household Size: # bedrooms 1 # bathrooms 1 # of occupants: Adults 1 Children _____ Pets _____
6. Move in Date: 2015 How long at above address: 8 YEARS
7. Landlord Name: Cecelia Court Apartments Owner ☒ Property Manager ☒
8. Phone: 925 484-1011 Fax: _____ Email: Civic Square @ GREYSTAR, com
9. Landlord Address: 4890 BERNAL AVE City: PLEASANTON CA Zip 94566
10. Current Rent: 1,672⁰⁰ Amount of Rent Increase: \$152 Rent Increase %: 9.1 Proposed New Rent: \$1,824
11. If you have received 2 rent increases within the last 12 months, please explain*: _____
*Owner/Property manager will be requested to provide your rental history, including rent increases.
12. Check utilities included in rent: Gas ☐ Electricity ☐ Water ☒ Hot Water ☐ Garbage ☐ Other _____
13. Effective date of proposed new rent*: December 1st
*CA Civil Code 827(b) requires a 30 days' written notice for rent increase of 10% (or less) or a 60 days' written notice for rent increase greater than 10%.
14. Date Notice of Rent Increase received: July 29 (Attach copy of Landlord's Notice of Increase as you received it.)
15. How did you receive your Notice of Rent Increase?* Hand delivered ☒ Posted on Door ☐ By Mail ☐
*CA Civil Code Sections 827(b)(1)(B),(2),(3); Code of Civil Procedure Section 1013 require rent increase notices be personally delivered or posted AND mailed.
16. Was the City's Rent Review "Required Notice" provided with your Notice of Rent Increase? Yes ☒ No ☐
17. Are there other items regarding your rental unit/building that you would like to discuss? Attach additional pages if necessary.
See attached Landlord HAS NO REASON TO RAISE RENT other than my RENT is \$900 below
MARKET RATES. This is pure greed.
18. Desired outcome of the hearing. Attach additional pages if necessary. NO RENT INCREASE

Tenant's Signature

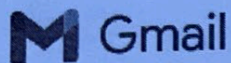
Joel Stewart

Date: 8-16-2023

This Hearing Request Form must be received by the City within **21 calendar days** of your receipt of your Notice of Rent Increase.

8/16/23, 12:56 PM

Gmail - Rent increase



Joel Stewart <joelstewart@gmail.com>

Rent increase

Civic Square Manager <civicsquaremgr@greystar.com>

Tue, Aug 15, 2023 at 5:53 PM

To: Joel Stewart <joelstewart@gmail.com>
Cc: Civic Square Assistant Manager <civicsquareamgr@greystar.com>

Hello Joel,

We understand that any change in rent can pose challenges. After a careful review of the current rental market conditions, we have determined that an adjustment in the rent for your home is necessary. We acknowledge that the proposed increase may seem substantial at first glance, however, it's important to note that the currently a significant \$900 variance between your current rent and the prevailing market rates for similar properties in the area.

We believe that the proposed rent increase reflects a fair reasonable adjustment given the market dynamics. We value your tenancy and would like to assure you that this decision has been made with careful consideration.

Please remember that you have the right to request a mediation hearing if you feel the need to discuss this matter further.

Thank you for being a valued resident. We appreciate your understanding.

Kind regards.

Carina White | Sr. Community Manager

Civic Square Apartments & Cecelia Court Apartments | 4890 Bernal Avenue | Pleasanton, CA 94566
o 925.484.1011 | f 925.484.3010 | civicsquaremgr@greystar.com | <https://www.liveatcivicsquare.com/>

From: Joel Stewart [redacted]
Sent: Saturday, August 12, 2023 4:46 PM
To: Civic Square Manager <civicsquaremgr@greystar.com>
Subject: [EXTERNAL] Rent increase

[Quoted text hidden]

Cecelia Court Management
4890 Bernal Avenue
Pleasanton, CA 94566
Phone: (925)484-1011
Email: CivicSquare@Greystar.com

Change in Terms of Tenancy

July 29, 2023

1055 Cecelia Court
San Leandro, CA 94577

Dear Joel Stewart and all occupants,

Our residents are what make our community a wonderful place to live – It is our sincere hope that we are exceeding expectations in making your living experience as enjoyable and convenient as possible. We want to take a moment to thank you again for choosing Cecelia Court Apartments as your home and personally invite you to stay with us! Your current lease expires on 09/30/2023 and your new lease will begin on 10/01/2023.

We are pleased to offer you the following renewal options:

<u>Lease Term (months)</u>	<u>Monthly Rent*\$Amount</u>
12	\$1,824.00

If you choose not to rent, or you do not sign a new lease before 10/01/2023, you will be automatically placed on a month-to-month basis at the rate of **\$1,824.00**. Please be advised that we do require a written 30-day notice to vacate if you decide that you would like to move out of your home.

If you will not be continuing your residency with us, remember that your lease requires a written 30-day notice to vacate.

Please also remember you must maintain a minimum of \$100,000.00 renter's liability insurance policy and provide proof of coverage at the time of renewal. Cecelia Court Apartments require to be listed as an interested party on all policies written by third-party insurance agents:

Insurance Tracking
P.O. Box 100513
Florence, SC 29502

We look forward to your continued stay at Cecelia Court Apartments and hope you will reach out to us with any questions you may have.

Sincerely,

Carina White

Community Manager & Cecelia Court Apartments Team

Attached, please find the **Required Notice Per City of San Leandro Municipal Code Title 4, Chapter 32, Relating to the Review of Rent Increases by the Rent Review Board.**



Required Notice Per City of San Leandro Municipal Code Title 4, Chapter 32, Relating to the Review of Rent Increases by the Rent Review Board

Aviso requerido según el Código municipal de la Ciudad de San Leandro Título 4, Capítulo 32, en relación con la Revisión de aumentos al alquiler por parte de la Junta de Revisión de Alquileres

要求通知 聖利安住市市政法 標題 4，第 32 章，有關租金審查委員會所進行之租金上漲檢討

Under Civil Code Section 827(b) a landlord must provide a tenant with thirty (30) days notice prior to a rent increase of ten percent (10%) or less and sixty (60) days notice of a rent increase of greater than ten percent (10%). Under Title 4, Chapter 32 of the San Leandro Municipal Code, a landlord must at the same time as a notice under Civil Code 827(b) and other qualifying rent increases under the Municipal Code, provide this notice of the City's rent review procedure before demanding or accepting any increase in rent. You are encouraged to contact the owner or manager of your rental unit to discuss the rent increase and any maintenance or repair work that needs to be done in your rental unit. However, if you have received notice of a rent increase that 1) will increase your rent more than seven percent (7%) above the base rent you paid last month or 2) follows one or more prior rent increases within the past twelve months, you may request that the San Leandro Rent Review Board review the increase. Such a request must be submitted in writing within twenty one (21) calendar days of your receiving notice of the rent increase (or post marked within 21 calendar days of receipt if mailed). You must submit a copy of the Notice of Increase at the same time you submit the Hearing Request. If you request review of the rent increase, you and your landlord will be required to appear before the Board for a hearing on your rent dispute. After hearing from you and your landlord the Board will make a non-binding recommendation for resolution of the rent dispute. To request review of your rent increase, please contact the Board through the Community Development Department of the City of San Leandro, 835 East 14th Street, San Leandro, CA 94577. Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

Bajo el Código Civil, Sección 827(b) un arrendador debe proporcionar al arrendatario un aviso con treinta (30) días de anticipación para realizar un aumento del alquiler de diez por ciento (10%) o menos y un aviso con sesenta (60) días de anticipación de un aumento de alquiler mayor de diez por ciento (10%). Bajo el Título 4, Capítulo 32 del Código Municipal de San Leandro, un arrendador debe, al mismo tiempo que envía el aviso bajo el Código Civil 827(b) y otros aumentos del alquiler que califican bajo el Código Municipal, proporcionar este aviso del procedimiento de revisión del alquiler de la ciudad antes de demandar o aceptar cualquier aumento al alquiler. Le incentivamos a que se comunique con el propietario o administrador de su unidad de vivienda en alquiler para hablar sobre el aumento del alquiler y cualquier trabajo de mantenimiento o reparación que se deba hacer en su unidad de vivienda en alquiler. Sin embargo, si ya recibió un aviso del aumento del alquiler indicando que 1) su alquiler aumentará más de siete por ciento (7%) sobre el alquiler base que pagó el último mes o 2) se realiza después de uno o más aumentos del alquiler anteriores en un plazo de los últimos doce meses, puede solicitar que la Junta de Revisión de Alquileres de San Leandro revise el aumento. Esta solicitud se debe enviar por escrito en un plazo de veintiún (21) días calendario, a partir de la fecha en que recibió el aviso del aumento en el alquiler (o franqueo marcado dentro de 21 días calendario de haberlo recibido, si se le envió por correo postal). Debe enviar una copia del Aviso de aumento al mismo tiempo que envíe la solicitud de audiencia. Si solicita una revisión del aumento de alquiler, usted y su arrendador deberán presentarse ante la Junta para una audiencia sobre la disputa de alquiler. Después de escucharlo a usted y a su arrendador, la Junta hará una recomendación no vinculante para la resolución de la disputa de la renta. Para solicitar la revisión del aumento de la renta, comuníquese con la Junta a través del Departamento de Desarrollo de la Ciudad de San Leandro, 835 East 14th Street, San Leandro, CA 94577. Bajo el Código Civil Sección 1942.5, es ilegal que un arrendador tome represalias contra un arrendatario por ejercer sus derechos legales de manera pacífica y legal.

根據民法第 827 (b) 節，業主必須於租金上漲百分之十 (10%) 或以下時提前三十 (30) 日通知承租人，並於漲租超過百分之十 (10%) 以上時於六十 (60) 日前通知承租人。在聖利安住市市政法標題 4 第 32 章，房東必須同時遵循民法 827 (b) 條和市政法的規範來發出漲租通知，在要求或接受任何租金上漲前，提供此租金審查程序通知給承租人。我們鼓勵您聯絡您承租單位的業主或管理者，討論任何與您承租單位有關的漲租，和任何維修或修補工作。然而，如果您已經收到符合下列情況的漲租通知 1) 租金將會上漲超過您前一個月所付基本租金的百分之七 (7%)，或 2) 過去十二個月內已有超過一次以上的漲租發生，您可以要求聖利安住租金審查委員會審查此漲租情形。此要求必須於您收到漲租通知的二十一 (21) 日曆日內 (信件則以郵戳為憑) 以書面申告提出。您必須於提出聽證會申請的同時附上漲租通知的副本。如果您要求審查漲租事宜，您和您的房東將需要出席審議此租金糾紛的審查委員會。在聽取您和您房東的說明後，委員會將會提出解決此租金糾紛的不具約束力的建議。如果您要求審查您的漲租事宜，請透過聖利安住市社區發展部 (Community Development Department, 835 East 14th Street, San Leandro, CA 94577) 聯絡本委員會。依民法 1942.5 節，承租人得以合法且和平行使自身合法權利，房東若加以報復則是違法行為。

For more information, contact the ECHO Housing at 510-581-9380 or sanleandro-rr-tr@echofairhousing.org.

Para obtener más información, contacte con la División Municipal de Servicios de Vivienda al 510-581-9380 o sanleandro-rr-tr@echofairhousing.org.

欲知更多資訊，請致電 510-581-9380 或寫電郵至 sanleandro-rr-tr@echofairhousing.org 聯絡市政府住房服務科 (City Housing Services Division)

Paperwork Submitted by Management



City of San Leandro RENT REVIEW HEARING RESPONSE FORM

835 East 14th Street, San Leandro, CA 94577

Attention: Rent Review Board

(510) 577-6004 / (510) 577-6007 FAX / housing@sanleandro.org

If you need special accommodations due to physical disabilities or need translation services, contact (510) 577-6006 or TDD (510) 577-3343.

The Tenant and Rent Review Board will receive a copy of this Hearing Response Form.

- Response to RRB Case # 2023-01 Date Rent Review Request Filed: 8-16-2023
- Tenant's Name Joel Stewart Owner's Name Cecelia Ct Apts/Mgr: Carina White
- Address 1055 Cecelia Ct., San Leandro 94577 Address 4890 Bernal Ave, Pleasanton 94566
- Phone: 925-484-1011 Email: civicsquare@greystar.com
- Desired outcome of the hearing. To have the proposed rent increase approved.
 - Unit Type: Apartment ☐ Duplex (2 renter-occupied units) ☐ Triplex ☐ Other Cottage
 - # of buildings in property # of units in property 32 # of stories Approximate age
 - Unit/Household Size: # bedrooms 1 # bathrooms 1 # of occupants: Adults 1 Children Pets
 - Tenant's Move in Date: 10/01/2012 How long Tenant has been at above address: 11 years
 - Current Rent: \$1,671 Amount of Rent Increase: \$153 Rent Increase %: 9.2% Proposed New Rent: \$1,824
(Attach copy of tenant's rental history/rent ledger.)
 - Check utilities included in rent: Gas ☐ Electricity ☐ Water ☐ Hot Water ☐ Garbage ☐ Other
 - Effective date of proposed new rent*: 10/01/2023
*CA Civil Code 827(b) requires a 30 days' written notice for rent increase of 10% (or less) or a 60 days' written notice for rent increase greater than 10%.
 - Date Notice of Rent Increase was sent for this unit: July 29, 2023
 - How did you send the Notice of Rent Increase for this unit?* Hand delivered ☐ Posted on Door ☒ By Mail ☒
*CA Civil Code Sections 827(b)(1)(B),(2),(3); Code of Civil Procedure Section 1013 require rent increase notices be personally delivered or posted AND mailed.
 - Did you provide the City's Rent Review "Required Notice" with your Notice of Rent Increase? Yes ☒ No ☐
 - Is the notice that the Tenant provided in their Rent Review Hearing Request (included with this response request) the same as the notice that you provided?* Yes ☒ No ☐
*If your answer is "No," then provide a copy of the rent increase notice that was delivered to the Tenant.
 - Has the building changed ownership in the past year? Yes ☐ No ☒
 - Were rents increased on all units? Yes ☒ No ☐ (if no, please summarize below)
All units with expiring leases have received rent increases.
 - How was the new rent calculated? The rent was calculated based on the CPI provided by the California Apartment Association, 9.2%.
 - Are there other items regarding this rental unit/complex that you would like to discuss? Attach additional pages if necessary.

Owner's / Authorized Representative's Signature [Signature]

Date: 9/27/2023

The City must receive this Response Form within **10 calendar days** of receipt of your Tenant's Rent Review Hearing Request Form or your rent increase shall be void and you shall be required to properly re-notice your Tenant.



City of San Leandro
RENT REVIEW HEARING REQUEST FORM

835 East 14th Street, San Leandro, CA 94577

Attention: Rent Review Board

(510) 577-6004 / (510) 577-6007 FAX / housing@sanleandro.org

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1. Tenant Name(s): JOEL STEWART RRB Case #: _____
2. Address: 1055 CECILIA COURT City: SAN LEANDRO Zip: 94577
3. Phone: _____ Email: _____
4. Unit Type: Apartment ☒ Duplex (2 renter-occupied units) ☐ Triplex ☐ Other 36 unit
5. Unit/Household Size: # bedrooms 1 # bathrooms 1 # of occupants: Adults 1 Children _____ Pets _____
6. Move In Date: 2015 How long at above address: 8 YEARS
7. Landlord Name: CECILIA COURT APARTMENTS Owner ☒ Property Manager ☒
8. Phone: 925 484-1011 Fax: _____ Email: Civic Square @ GreyStar, com
9. Landlord Address: 4890 BEANAL AVE City: PLEASANTON CA Zip: 94566
10. Current Rent: 1,672⁰⁰ Amount of Rent Increase: \$152 Rent Increase %: 9.1 Proposed New Rent: \$1,824
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*Owner/Property manager will be requested to provide your rental history, including rent increases.
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17. Are there other items regarding your rental unit/building that you would like to discuss? Attach additional pages if necessary.
See Landlord has no reason to raise rent other than my rent is \$900 below
market rates. This is pure greed.
18. Desired outcome of the hearing. Attach additional pages if necessary. NO RENT INCREASE

Tenant's Signature

Joel Stewart

Date: 8-16-2023

This Hearing Request Form must be received by the City within 21 calendar days of your receipt of your Notice of Rent Increase.

Cecelia Court Management
4890 Bernal Avenue
Pleasanton, CA 94566
Phone: (925)484-1011
Email: CivicSquare@Greystar.com

Change in Terms of Tenancy

July 29, 2023

1055 Cecelia Court
San Leandro, CA 94577

Dear Joel Stewart and all occupants,

Our residents are what make our community a wonderful place to live – It is our sincere hope that we are exceeding expectations in making your living experience as enjoyable and convenient as possible. We want to take a moment to thank you again for choosing Cecelia Court Apartments as your home and personally invite you to stay with us! Your current lease expires on 09/30/2023 and your new lease will begin on 10/01/2023.

We are pleased to offer you the following renewal options:

<u>Lease Term (months)</u>	<u>Monthly Rent*Amount</u>
12	\$1,824.00

If you choose not to rent, or you do not sign a new lease before 10/01/2023, you will be automatically placed on a month-to-month basis at the rate of \$1,824.00. Please be advised that we do require a written 30-day notice to vacate if you decide that you would like to move out of your home.

If you will not be continuing your residency with us, remember that your lease requires a written 30-day notice to vacate.

Please also remember you must maintain a minimum of \$100,000.00 renter's liability insurance policy and provide proof of coverage at the time of renewal. Cecelia Court Apartments require to be listed as an interested party on all policies written by third-party insurance agents:

Insurance Tracking
P.O. Box 100513
Florence, SC 29502

We look forward to your continued stay at Cecelia Court Apartments and hope you will reach out to us with any questions you may have.

Sincerely,

Carina White

Community Manager & Cecelia Court Apartments Team

Attached, please find the Required Notice Per City of San Leandro Municipal Code Title 4, Chapter 32, Relating to the Review of Rent Increases by the Rent Review Board.

IN THE CITY COUNCIL OF THE CITY OF SAN LEANDRO

ORDINANCE NO. 2016-002

**ORDINANCE AMENDING TITLE 4, CHAPTER 32 OF THE SAN LEANDRO
MUNICIPAL CODE RELATING TO THE RENT REVIEW ORDINANCE**

WHEREAS, the City of San Leandro adopted the Rent Review Ordinance in 2001 in response to rapidly rising rents; and

WHEREAS, the Rent Review Ordinance established the Rent Review Board to review proposed rent increases and encourage landlords and tenants to come to mutually satisfactory resolutions of proposed rent increases; and

WHEREAS, certain aspects of the Rent Review Ordinance are outdated and require clarification; and

WHEREAS, City staff received input from a variety of stakeholders, including the City's Rent Review Board, and directly from the City Council which has led to the proposed amendments to the Rent Review Ordinance; and

WHEREAS, the City of San Leandro desires to clarify the provisions in the Rent Review Ordinance and revise existing provisions in response to the rapidly transforming rental market in San Leandro as well as in the San Francisco Bay Area as a whole and to modernize and more effectively administer the Rent Review Program and Rent Review Board hearings.

NOW, THEREFORE, the City Council of the City of San Leandro does **ORDAIN** as follows:

SECTION 1. Recitals. The above recitals are true and correct and made a part of this ordinance.

SECTION 2. CEQA. Approval of the amendments is exempt from further environmental review under the general rule in California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) that CEQA only applies to projects that have the potential for causing a significant effect on the environment. As a series of text amendments and additions, it can be seen with certainty that there is no possibility that the ordinance will have a significant effect on the environment.

SECTION 3. Approval. The City Council hereby approves the amendments to the Municipal Code, more particularly, those amending Title 4, Chapter 32 as shown in attached Exhibit A with red-lined amendments, which is incorporated herein by reference and available for review in the City Clerk's office during normal business hours.

SECTION 4. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of San Leandro hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof is declared invalid or unenforceable.

SECTION 5. Publication and Effective Date. This Ordinance shall take effect thirty (30) days after adoption. The title thereof shall be published once and a complete copy thereof shall be posted on the City Council Chamber bulletin board for five (5) days prior to adoption.

Introduced by Councilmember Thomas on this 1st day of February, 2016, and passed to print by the following called vote:

Members of the Council:

AYES: Mayor Cutter, Councilmembers Cox, Lee, Lopez, Thomas (5)

NOES: Councilmembers Prola, Reed (2)

ABSENT: None (0)

Passed and adopted this 16th day of February, 2016, after publication on February 9, 2016, by the following called vote:

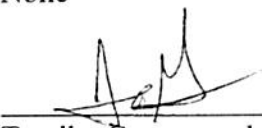
Members of the Council:

AYES: Mayor Cutter, Councilmembers Cox, Lee, Lopez, Thomas (5)

NOES: Councilmembers Prola, Reed (2)

ABSENT: None (0)

ATTEST:



Tamika Greenwood, City Clerk

CHAPTER 4-32 RENT REVIEW

ARTICLE 1. GENERAL

4-32-100 SHORT TITLE.

This Chapter shall be known as the "Rent Review Ordinance."

4-32-105 DEFINITIONS.

Unless the context otherwise requires, the terms defined in this Chapter shall have the following meanings:

(a) **BASE RENT** means the rental amount, including any amount paid to the landlord for parking, storage, utilities, water, garbage or any other fee or charge associated with a residential property required to be paid by the tenant to the landlord in the month immediately preceding the effective date of the rent increase.

(b) **BOARD** means the Rent Review Board, as defined in this section.

(c) **CITY** means the City of San Leandro.

(d) **CITY MANAGER** means the City Manager of the City of San Leandro, or his or her designated representative.

(e) **COMMUNITY DEVELOPMENT DIRECTOR** means the Director of the Community Development Department of the City of San Leandro, or his or her designated representative.

(f) **COUNCIL** means the City Council of the City of San Leandro.

(g) **LANDLORD** means any person, partnership, corporation, or other business entity offering for rent or lease any residential property in the City. "Landlord" shall include the agent or representative of the landlord, provided that such agent or representative shall have full authority to answer for the landlord and enter into binding agreements on the landlord's behalf.

(h) **PARTY** means a person who participates in the rent review program of this chapter or his or her agent or representative.

(i) **RATIO UTILITY BILLING SYSTEM** means a billing system paid to a third party that allocates the property's actual utility bill to the tenant based on an occupant factor, square footage factor, or any other similar factors.

(j) **RENT** means a fixed periodic compensation paid by a tenant at fixed intervals to a landlord for the possession and use of residential property, including any amount paid to the landlord for parking, storage, utilities, water, garbage, or any other fee or charge associated with the tenancy. Additionally, rent includes costs associated with the initial conversion to a Ratio Utility Billing System.

(k) **RENT INCREASE** means any upward adjustment of the rent from the base rent amount. Rent increase includes costs associated with the initial conversion to a Ratio Utility Billing System.

(l) **RENT REVIEW BOARD** means the board established under Article 4 of Chapter 1-3 of this Code.

(m) **RESIDENTIAL PROPERTY** means any housing unit offered for rent or lease in the City, provided that such housing unit is in a parcel that contains two or more tenant-occupied housing units, and mobile homes. Mobile homes are subject to this Chapter only if a tenant rents the mobile housing unit itself.

(n) **TENANT** means any person having the legal responsibility for the payment of rent for residential property in the City. "Tenant" shall include the agent or representative of the tenant, provided that such agent or representative shall have full authority to answer for the tenant and enter into binding agreements on the tenant's behalf.

ARTICLE 2. NOTICE OF AVAILABILITY OF RENT REVIEW

4-32-200 NOTICE OF AVAILABILITY OF RENT REVIEW REQUIRED.

In addition to the notice of a rent increase required by Civil Code Section 827(b), and at the time when a landlord provides notice of any rent increase, the landlord shall also provide notice of the availability of the rent review procedure established by this Chapter. The notice of availability of rent review required by Section 4-32-210 below shall be provided by the landlord at the time when a landlord provides notice of any rent increase in the three predominant languages spoken in the City. The City Manager or his or her designee shall determine the predominant languages spoken in the City and shall ensure that copies of the notice of availability of rent review required by Section 4-32-210 are made available to landlords by the City in those three languages. Any rent increase accomplished in violation of this Chapter shall be void, and no landlord may take any action to enforce such an invalid rent increase. Any rent increase in violation of this Chapter shall operate as a complete defense to an unlawful detainer action based on failure to pay any illegal rent Increase. Any tenant required to pay an illegal rent increase may recover all illegal rent increase amounts actually paid by the tenant.

If a landlord fails to properly notice a tenant pursuant to this Chapter, the landlord must re-notice the tenant in accordance with this section prior to demanding or accepting any increase in rent.

4-32-205 CONTENTS OF NOTICE.

All notices of the availability of rent review shall be in writing, shall provide the name, address and phone number of the landlord and shall be personally delivered to the tenant or posted and mailed to the tenant at the address of the tenant's residential property by first class mail, postage pre-paid. Service by mail shall be presumed complete within five (5) days of mailing. This presumption may be rebutted by the tenant.

4-32-210 TEXT OF NOTICE.

In addition to all other information provided in the notice of the availability of rent review required by this Chapter, each such notice shall state:

NOTICE: Under Civil Code Section 827(b) a landlord must provide a tenant with thirty (30) days notice prior to a rent increase of ten percent (10%) or less and sixty (60) days notice of a rent increase of greater than ten percent (10%). Under Title 4, Chapter 32 of the San Leandro Municipal Code, a landlord must at the same time as a notice under Civil Code 827(b) and other qualifying rent increases under the Municipal Code, provide this notice of the City's rent review procedure before demanding or accepting any increase in rent. You are encouraged to contact the owner or manager of your rental unit to discuss the rent increase and any maintenance or repair work that needs to be done in your rental unit. However, if you have received notice of a rent increase that 1) will increase your rent more than seven percent (7%) above the base rent you paid last month or 2) follows one or more prior rent increases within the past twelve months, you may request that the San Leandro Rent Review Board review the increase. Such a request must be submitted in writing within twenty one (21) calendar days of your receiving notice of the rent increase (or post marked within 21 calendar days of receipt if mailed). You must submit a copy of the Notice of Increase at the same time you submit the Hearing Request. If you request review of the rent increase, you and your landlord will be required to appear before the Board for a hearing on your rent dispute. After hearing from you and your landlord the Board will make a non-binding recommendation for resolution of the rent dispute. To request review of your rent increase, please contact the Board through the Community Development Department of the City of San Leandro, 835 East 14th Street, San Leandro, CA 94577. Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

ARTICLE 3. RENT REVIEW

4-32-300 REQUEST FOR RENT REVIEW.

A tenant may seek to have a rent dispute heard before the Board when the proposed rent increase: 1) raises the rent to an amount more than seven percent (7%) greater than the base rent or 2) follows a prior rent increase imposed within the previous twelve-month period. The tenant seeking a rent review must submit the hearing request in writing to the Community Development Director within twenty one (21) calendar days of the tenant's receipt of a notice of rent increase. The hearing request must be received by the Community Development Director, or post marked (if submitted by mail) within twenty one (21) calendar days of receipt of the notice of rent increase. The request must be accompanied by a copy of the Landlord's Notice of Increase.

The Community Development Director shall provide the landlord with a copy of the tenant's rent review hearing request form, which shall be accompanied by a hearing response form. A landlord must submit a completed hearing response form to the Community Development Director within ten (10) calendar days of the landlord's receipt of a tenant's rent review hearing request form. A rent increase shall be void, and the landlord shall be required to properly re-notice the tenant in accordance with Section 4-32-200 of this Code if the landlord

does not submit a hearing response form pursuant to this section. The Community Development Director shall provide notice of the requirements of this section in a conspicuous location on the hearing response form.

The hearing shall be scheduled before the Board within sixty (60) days of the receipt of the hearing request, or as soon thereafter as the hearing may be scheduled.

A request for rent review shall not delay the effective date of a rent increase. If appropriate, the parties may enter into a mutual private agreement to delay the effective date of a rent increase or reach any other agreement to effectively reimburse rent increases paid by the tenant.

4-32-305 NOTICE TO PARTIES.

After determining that a proposed rent increase meets the criteria for initiation of rent review set forth in Section 4-32-300 above, the Community Development Director shall schedule a rent review hearing of the rent dispute before the Board. The Community Development Director shall provide the landlord and the tenant notice of the hearing date and location at least ten (10) days prior to the hearing. The notice to the landlord shall encourage him or her to contact the tenant directly to seek a mutually satisfactory resolution of the rent dispute prior to the Board hearing.

4-32-310 HEARING AND DETERMINATION.

At a hearing of a rent dispute, the Board will afford the landlord and the tenant an opportunity to explain their respective positions. After hearing from both parties, and taking into consideration such factors as the hardship to the tenant, the frequency and amount of prior rent increases, the landlord's mortgage payments and other costs associated with owning and maintaining the property, the landlord's interest in earning a reasonable rate of return, and any other factors that may assist the Board in determining a fair resolution to the dispute, the Board will make a recommendation to the parties for the resolution of their dispute. If the parties agree to a resolution proposed by the Board, they may formalize the agreement in a standard form signed by both parties. Neither the City nor the Board shall be a party to such an agreement, nor shall the City or the Board assume any responsibility for enforcement of its terms.

4-32-315 CONTINUANCE.

If the landlord and tenant are unable to reach a resolution of their dispute during a hearing before the Board, the Board may in its discretion continue the hearing to the next scheduled regular meeting or special meeting of the Board and require the parties to return for a second and final Board hearing of their dispute. Whenever the Board continues a hearing of a rent dispute, the Board will provide notice of the continuance to a mailing list of interested organizations that annually submit to the City Clerk a request to be included on such mailing list.

4-32-320 FAILURE TO APPEAR.

If the tenant requesting a rent review hearing appears at a noticed Board hearing, but the landlord who has been given notice of the Board hearing as required by Section 4-32-305 above fails to appear before the Board without good cause, the rent increase shall be void, and the landlord may not take any action to enforce such an invalid rent increase. If a tenant who has been given proper notice of a Board hearing as required by Section 4-32-305 of this Code fails to appear before the Board without good cause, or if both the tenant and landlord fail to appear without good cause, the Board shall dismiss the case and the tenant will be barred from subsequently challenging such increase before the Board.

4-32-325 RETALIATORY EVICTION.

Commencement of eviction proceedings against a tenant for exercising his or her rights under this Chapter shall be considered a retaliatory eviction. Under Civil Code Section 1942.5, it is illegal for a landlord to retaliate against a tenant for lawfully and peaceably exercising his or her legal rights.

ARTICLE 4. CITY MANAGER REVIEW

4-32-400 REFERRAL TO CITY MANAGER

If the parties to a rent dispute are unable to mutually agree to a resolution of the dispute before the Board after a first hearing and a second and final continuance hearing, the Board may, in its discretion, refer the rent dispute to the City Manager for review. Whenever the Board recommends that the City Manager review a rent dispute, the Board will provide notice of its action to a mailing list of interested organizations that annually submit to the City Clerk a request to be included on such mailing list. In the event that a landlord and tenant mutually agree to a resolution of their rent dispute prior to review by the City Manager, the rent dispute will no longer be forwarded to the City Manager for review.

4-32-405 CONSIDERATION BY CITY MANAGER.

Upon referral from the Board, the City Manager may request a meeting with the tenant and landlord in an effort to resolve the rent dispute. However, the City Manager shall have no authority to require the tenant and landlord to meet or take any further actions pursuant to this Chapter.

ARTICLE 5. MISCELLANEOUS

4-32-500 ANNUAL REVIEW.

The Board shall annually prepare a report to the Council assessing the effectiveness of the rent review program established under this Chapter and recommending changes as may be appropriate.

Resident Ledger



Date: 09/26/2023

Code	t2564793	Property	caceccou	Lease From	06/01/2019
Name	Joel Stewart	Unit	1055CE	Lease To	11/30/2019
Address	1055 Cecelia Ct	Status	Current	Move In	10/01/2012
	#1055	Rent	1671.00	Move Out	
City	San Leandro, CA 94577	Phone (H)		Phone (W)	

Date	Chg Code	Post Month	Description	Charge	Payment	Balance	Chg/Rec
10/01/2012	secdep	02/2022	Security deposits received	1,075.00		1,075.00	103292045
10/01/2012		02/2022	Security deposits received		1,075.00	0.00	24424205
02/01/2021	rent	02/2022	Leased Rent (02/2021)	1.00		1.00	103292088
02/03/2022		02/2022	chk# 0119 :CHECKscan Payment - Rent		0.64	0.36	24424231
03/01/2022	rent	03/2022	Base Rent (03/2022)	1,521.00		1,521.36	104638919
03/04/2022		03/2022	chk# 0120 :CHECKscan Payment - Rent. 3.2022		1,521.64	(0.28)	24734821
04/01/2022	rent	04/2022	Base Rent (04/2022)	1,521.00		1,520.72	106298440
04/04/2022		04/2022	chk# 122		1,521.64	(0.92)	25139061
05/01/2022	rent	05/2022	Base Rent (05/2022)	1,521.00		1,520.08	107810089
05/07/2022		05/2022	chk# 0125 :CHECKscan Payment - Rent		1,521.64	(1.56)	25629129
06/01/2022	rent	06/2022	Base Rent (06/2022)	1,521.00		1,519.44	109515966
06/04/2022		06/2022	chk# 0126 :CHECKscan Payment - rent		1,521.64	(2.20)	26034713
07/01/2022	rent	07/2022	Base Rent (07/2022)	1,521.00		1,518.80	111232565
07/06/2022		07/2022	chk# 0129 :CHECKscan Payment - Rent		1,521.64	(2.84)	26509249
07/27/2022	utilreim	08/2022	Utility Reimbursement Other - 06/01/22-06/30/22	4.40		1.56	112479071
07/28/2022	utilreim	08/2022	Utility Reimbursement Other - 06/01/22-06/30/22	(8.80)		(7.24)	112506879
08/01/2022	utilreim	08/2022	Utility Reimbursement Other - 06/01/22-06/30/22	4.40		(2.84)	112041538
08/01/2022	rent	08/2022	Base Rent (08/2022)	1,521.00		1,518.16	112908090
08/06/2022		08/2022	chk# 0127 :CHECKscan Payment - August Rent		1,521.00	(2.84)	26989039
09/01/2022	rent	09/2022	Base Rent (09/2022)	1,521.00		1,518.16	114635532
09/02/2022		09/2022	chk# 0132 :CHECKscan Payment - September Rent		1,672.00	(153.84)	27374404
10/01/2022	rent	10/2022	Base Rent (10/2022)	1,671.00		1,517.16	116050511
10/07/2022		10/2022	chk# 130		1,672.00	(154.84)	27954762
11/01/2022	rent	11/2022	Base Rent (11/2022)	1,671.00		1,516.16	118035566
11/02/2022		11/2022	chk# 133		1,672.00	(155.84)	28317765
12/01/2022	rent	12/2022	Base Rent (12/2022)	1,671.00		1,515.16	119339936
12/06/2022		12/2022	chk# 134		1,672.00	(156.84)	28865617
01/01/2023	rent	01/2023	Base Rent (01/2023)	1,671.00		1,514.16	121510811
01/06/2023		01/2023	chk# 0137 :CHECKscan Payment		1,672.00	(157.84)	29404205
02/01/2023	rent	02/2023	Base Rent (02/2023)	1,671.00		1,513.16	123374729
02/04/2023		02/2023	chk# 0138 :CHECKscan Payment		1,672.00	(158.84)	29851857
03/01/2023	rent	03/2023	Base Rent (03/2023)	1,671.00		1,512.16	125194026
03/03/2023		03/2023	chk# 0139 :CHECKscan Payment		1,672.00	(159.84)	30304615
04/01/2023	rent	04/2023	Base Rent (04/2023)	1,671.00		1,511.16	126955290
04/01/2023		04/2023	chk# 0140 :CHECKscan Payment		1,672.00	(160.84)	30719258
05/01/2023	rent	05/2023	Base Rent (05/2023)	1,671.00		1,510.16	128581768
05/03/2023		05/2023	chk# 0141 :CHECKscan Payment - May Rent		1,672.00	(161.84)	31253585
05/16/2023	rent	05/2023	Rent credit for plumbing/repipe issues. Approved by RM	(200.00)		(361.84)	129109184
06/01/2023	rent	06/2023	Base Rent (06/2023)	1,671.00		1,309.16	130297972
06/01/2023		06/2023	chk# 0142 :CHECKscan Payment - Prorated rent for plumbing issues		972.00	337.16	31631353
07/01/2023	rent	07/2023	Base Rent (07/2023)	1,671.00		2,008.16	132055099
07/01/2023		07/2023	chk# 0143 :CHECKscan Payment		1,672.00	336.16	32096961
08/01/2023	rent	08/2023	Base Rent (08/2023)	1,671.00		2,007.16	133870938
08/03/2023		08/2023	chk# 0144 :CHECKscan Payment		1,672.00	335.16	32668039

09/01/2023		09/2023	chk# 0145 :CHECKscan Payment		1,672.00	334.16	33101595
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