

ACC Tenant's Association

Bridges@11th * HUB * Twelve at U District

acctenantsassociation@gmail.com

Feb/March
2018

ACC Requires Renewals/ Changes Locks at Bridges

ACC threatens to evict tenants if they do not sign leases to replace their current leases and sign new 1 yr leases beginning in September.

Installs exterior style door locks on interior doors telling residents they are preparing for new residents.

November
2017

ACC Purchases HUB from Core

Doesn't honor financial obligations to residents who paid rent for September but couldn't move in until October

October
2017

ACC Purchases Bridges@11th

Immediately removes security from the building.

Turns off electricity and internet/cable in common areas.

Refuses to supply Seattle PD with security video footage following a break in.

July 2017

ACC Acquires Twelve at U District

Formerly Ava at U District

Immediately changed locks without notice, effectively evicting certain members (primarily international residents) en masse.

Residents begin organizing and facing retaliation from ACC management after identifying many illegal and unethical conditions

Residents at Bridges and HUB notice an increase in criminal activity as security is removed from buildings and entrances to buildings are left as open access.

Residents at all three buildings notice their water bills much higher than previously with no changes in billing practice communicated to residents.

Community Surveys

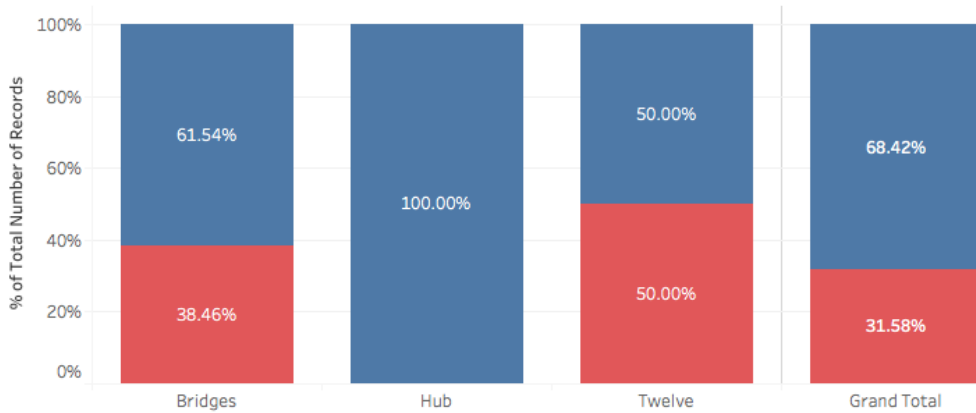
As we have been trying to understand the conditions tenants face, we have spoken to over 200 residents and received documented survey results from approximately 44%. Survey data was collect in person, through online surveys, and at meetings. What we've discovered is that residents feel unsafe, scared or nervous about their living situations, unhappy or angry with ACC, and that a great many of them have experienced unethical and sometimes illegal behavior from management.



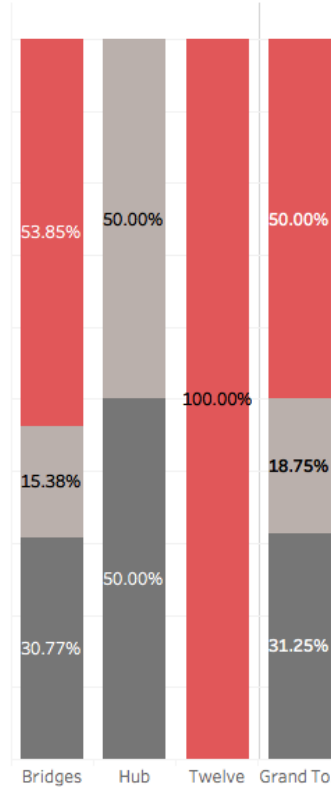
I've had my unit entered without my consent.

no yes

My Home Has Been Entered Without Consent

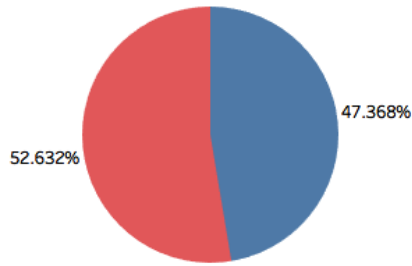


How do you feel About ACC?

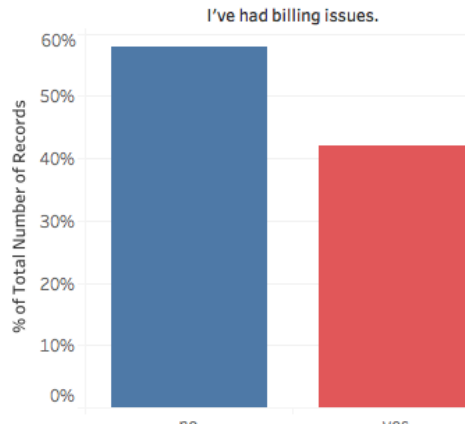


Results from a straw poll at our founding Tenants Association Meeting.

Safety Concerns



Billing Issues



How do you feel about ACC?

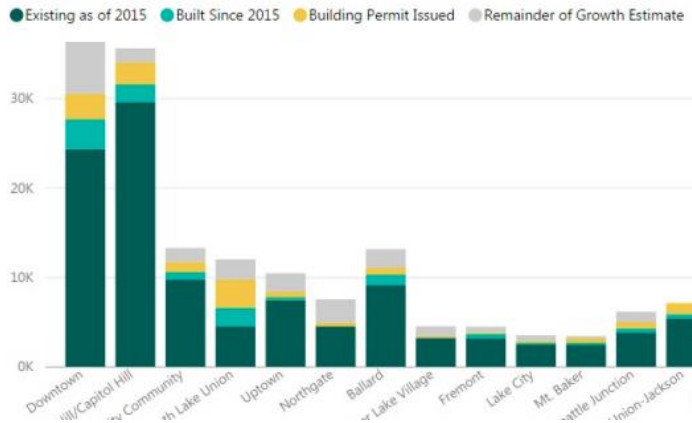
Angry
Neutral
Unhappy

Why We Worry for the Community

A City of Seattle Growth Report from 2018 lists the University District has having 10,000 housing units available with an additional 4000 units in the pipeline.

([source](#))

Housing Unit Production in Urban Centers / Villages



An investor relations report from ACC dated Dec 2017 remarks that ACC typically supplies housing to 22% of a University population within 1/10 mile of a campus where they are present. Given the size of UW at nearly 46,000 students, a housing supply of that scale would represent ~10,000 or greater than 100% of current housing stock within the UW walkshed. Given the experience of current residents of ACC, we fear that unchecked, the stories we share with you today will become the standard norm in our neighborhood in addition to price fixing and housing stock manipulation.

Story One: Twelve Unit 311

Housing stock manipulation is already happening. New leases include a clause that informs residents they can be required to relocate to another unit in the building or building in the community with 24 hours notice in order for ACC to manipulate housing availability.

Despite it being clear that NUMEROUS units at Twelve are vacant, ACC informed this resident that she needs to relocate as they have leased her current unit to another tenant. She had signed a new lease with ACC and was under the impression she'd stay in the same unit as her current lease didn't expire until September. However, days before she goes to vacation in China, ACC gives her 20 days notice (24 hours before her trip) that she must vacate her unit to make way for the new resident who will be moving in July 1st. What if she'd already been on her trip?

ADDITIONAL TERMS AND PROVISIONS:

1. PREMISES.

- a. Description:** The "Premises" is defined as including each of the following:
- i. Your shared use of an Apartment in the Apartment Community. Your specific Building, Apartment and Bedroom will be assigned to you by Manager prior to your moving into the Apartment;
 - ii. Together with the other residents of the Apartment, your shared use of the Common Areas in the Apartment and the Apartment Community (for purposes of this Lease, "Common Areas" are those areas within the Apartment to which you have access without going into another Bedroom and, within the Apartment Community, those areas to which all residents have general access);
 - iii. Your use of your appliances and fixtures within the Apartment; and
 - iv. Your shared use of the mail box assigned to you by Manager.

However, within 1 day after we provide written notice to you, we have the right to relocate you to another Apartment in the Building or another Building within the Apartment Community.

In the event we approve your request to relocate to another Apartment within the Apartment Community during the specified Lease Term or at the end of your lease term, Manager will charge you (and you agree to pay) a \$250 non-refundable Transfer Fee.

What if you are away on a trip?

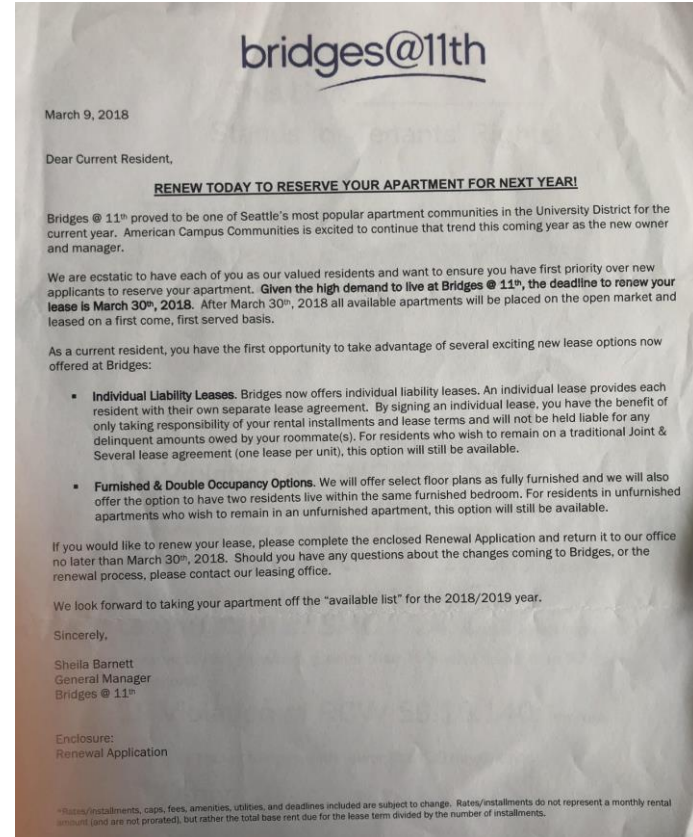
ACC akes changes anyway with minimal notice and targets specific times of the year (like the Monday after UW ends finals and UW Spring Break).

ACC conducted mass scale lock changes at Twelve over the summer 2017.

ACC conducted mass scale lock changes at Bridges and HUB during March 2018 or UW Spring break.

ACC sent the letter to people to renew now or lose their units giving residents only a few days to respond before Spring Break.

Despite being dated March 9th, this notice was furnished to tenants March 14th

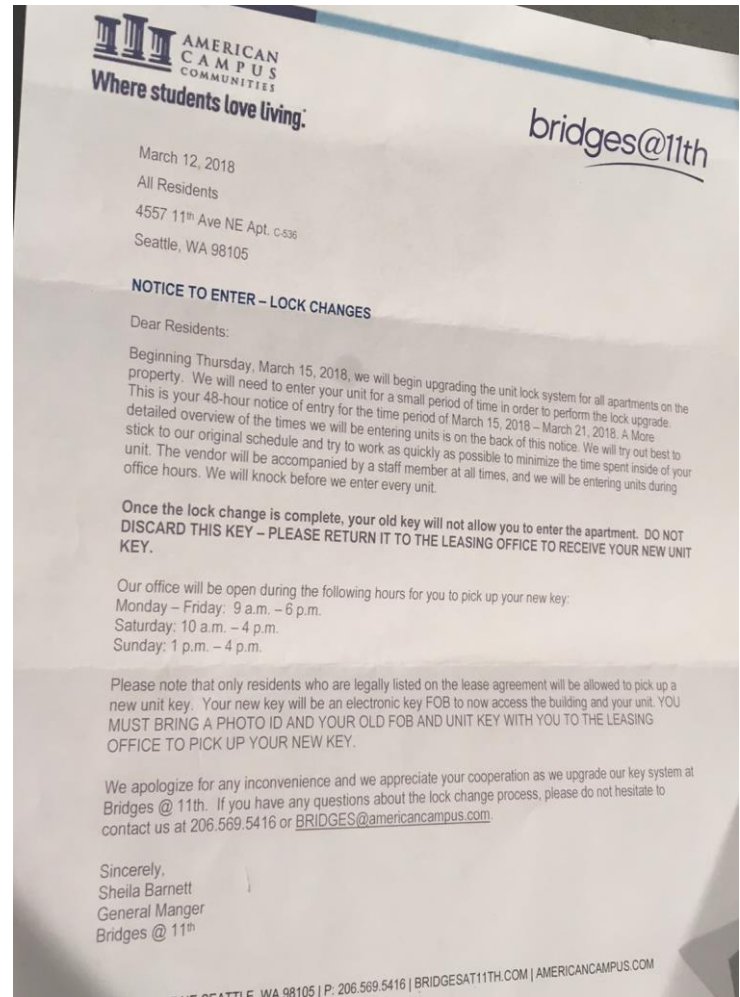


It Probably Wouldn't Matter

This letter gave such short notice that there wasn't much time to respond.

ACC falsely dated the letter, while it says March 12th for a March 15th date, many residents reported this was not posted to their doors or emailed to them until March 14th, giving less than the required 48 hours notice.

One resident set a security camera up after telling ACC they wanted a delay until they could physically be present. ACC agreed and then is caught on camera entering the unit without the resident anyway.



But there are laws!

Tenants filed reports about both of these issues to SDCI on March 16th through March 28th.

ACC during this time retaliated against tenants by attempting to convince them not to talk about the issue. ACC also took down flyers residents posted to tell each other about the laws that protected them. ACC threatened not to furnish appropriate keys to residents. Some residents were unable to pick up keys during certain times and were locked out. SDCI ordered a rescission notice for the renewal lease flyer, ACC did not furnish all affected residents with a rescission notice. ACC only furnished appropriate keys and stopped interfering with tenant organizing when ordered to by SDCI. Though during this time, ACC Corporate contacted a tenant and asked, “Do we need to put you in contact with our lawyer?”

SDCI is Insufficient for problems of this scale

Even though we can confirm that collectively these issues apply to at least 37% of all residents at Bridges and 14% of ACC residents overall, many residents have language and cultural barriers that make individual report based systems institutionally biased against helping these residents. SDCI needs to be empowered to survey and investigate large housing communities when large numbers of residents are being affected. We believe these issues affect far greater a number of residents, as we've been only actively communicating with each other about two months and only as we meet residents in these buildings. We've only communicated with 38% of residents at Bridges meaning that issues apply to 97% of the people we've talked to. Can we afford to have 9700 residents face illegal management in the University District?

Story Two - A Man Sent to Camp

A retired man living at Bridges and married to a UW employee leased the space while awaiting construction of a home. The original agreement between Bridges (under Madrona Ridge) and this family is that if the construction took longer than one year, he could stay month to month after the end of the lease. ACC first lied to residents telling them they could not go month to month. Later, ACC told him he could stay at a rate of an extra \$1000/month above his current rate. This accounts for a near 140% increase in rent. ACC refuses to put this notice in writing. The man is afraid they will apply the rates anyway. He recently communicated his family may end up “camping” as they can no longer afford this housing and are have difficulty finding short term housing. He told ACC managers this and they told him he could take it or leave it. We believe they want elderly non-student members out.

Stories 3-4-5-6-7-8 Families Need Not Stay

1. One resident requested a key for a childcare provider and was denied. That resident also asked locks not to be changed on interior doors as they were concerned the child could lock themselves inside and a parent is not given keys programmed to open all interior doors.
2. This happened to an elderly caregiver of a mentally disabled adult who locked themselves in their new rooms (with new locks) and could not get out.
3. Another resident had ACC enter their home when only their children were home, without notice, and unannounced and would not leave.
4. Another parent of a child is being denied timely repairs to plumbing.
5. Another resident is being charged \$100 extra each month for having an extra resident live with them (why does family size affect rental rates?)
6. Another family with a child was billed for 6 months of power they already paid directly to Seattle City Light, they were told to pay to avoid eviction and would be refunded if there was a mistake. They proved they paid and ACC said they couldn't refund the family.

Five of these families are families of color. Four of these families primarily speak a language other than English



Screenshot from the old website featuring a mother and daughter. No images of non-student age remain on the site.

ACC Rule # 1 (and 6) - No Voice

USE AND CONDITION OF APARTMENT AND PREMISES/MAINTENANCE

1. Windows and all doors shall not be obstructed, and use of foil or other similar materials over windows is prohibited. If Landlord provides blinds on windows, you may not remove such blinds. If Resident installs draperies over the blinds, any damage will be repaired by the Resident or at Resident's expense. No article, sign, poster, decoration, or thing may be hung or placed on the outside of an Apartment, or displayed on the inside of an Apartment so as to be visible from the outside of an Apartment. Screens, if provided, must remain in place at all times.
6. Residents may not distribute, post, or hang any signs or notices in any portion of the Apartment Community, without approval from the General Manager.

After attempting to post a signature gathering initiative to the community board and flyering to fellow residents for the sake of tenants organizing are not permitted by ACC, these are the policies they pointed to. We have serious concerns about ACC's attempts to prevent political action and organizing by residents.

You have pets? Too bad.



13. Pets, owned or visiting, are not allowed in the Apartments or on the Premises at any time, with the exception of approved service animals. Approval must be granted prior to service animal entering or residing on the premises. The following rules shall apply to a violation of this policy:
- First violation: A written warning will be issued to the Resident specifying the complaint, a \$250.00 per pet charge will be assessed against all Residents and the Landlord may, in its discretion, declare Resident to be in default under the Lease. Pet must be removed from the Premises within 24 hour written notice by Landlord. Resident will also be responsible for cleaning and/or replacing the carpet and/or any furniture due to any damage resulting from a violation of this requirement. Resident will be charged (and agrees to pay) for flea treatment on the Premises.
 - Second violation: Landlord will declare the Resident to be in default under the Lease and all Residents will be responsible for any and all damages caused by the unauthorized pet including, but not limited to furniture cleaning and/or replacement and carpet cleaning and/or replacement. Resident will be charged a second violation charge in the amount of \$500.00 per pet.

Despite the pet area being featured in a gallery on the website and that former owners permitted pets, the new leases specifically prohibit them. All language to owning a pet is missing from the new website. A screenshot of the previous website shows a women with a dog on the roof and lists “pet friendly” among the amenities.

ilities

Community Amenities

- Rooftop Courtyard with BBQ's
- Outlook Lounge with Demonstration Kitchen
- Fitness Center
- Rooftop P-Patch
- WiFi Connection
- Cycle Club
- Mews
- Pet Friendly
- Rooftop Pet Area
- Close to Park
- Conference Center
- Recycling/Compost
- Controlled Access
- Underground Controlled Entry Parking
- Storage Available
- On-Site Management
- Online Rental Payments

Story 9: We Enter if We Want To

A resident at Twelve sent the association an email that said they had been concerned about ACC entering their unit a number of times without consent.

1. 1/26/8 - ACC Maintenance Entered without permission to complete a work order. The resident had requested them not to enter without them present. Manager Sheila Barnett's email response to the resident admits that she instructed this to happen. She debates the date it occurred.
2. On 2/14 - ACC entered again triggering a security camera. Sheila said they provided notice, but only posted a 48 hour notice on the door and did not attempt to email the resident.
3. On 4/12 ACC entered the apartment again and Sheila acknowledge this "mistake" even though the tenant had written a letter explicitly prohibiting to enter without his presence.

The resident met with Sheila and reports, "I mentioned that these incidents have made me feel unsafe living at Twelve at U-District, to which she responded: "In what aspects do you not feel safe living here?", which was just a ridiculous thing for her to say. Then, when I mentioned that I'll ask for monetary compensations in the future now that I've sent them formal notice, she retorted: "100 dollars to ACC is nothing"."

Story 10: Hey, Boy! Use the toilet at Trader Joes.

One of the residents, a parent of a very young child, who filed a complaint against ACC with SDCI requested ACC to repair her toilet, kitchen sink, and bathroom sinks on three different occasions after filing her complaint. When her toilet was broken, she was told to use the community restrooms. At one point ACC locked all community bathrooms without notice. The manager told her to use Trader Joes. When her kitchen sink was broken, they told her to wash her dishes in the bathroom sink. When her bathroom sink was broken, they told her to brush her teeth in the kitchen. They said none of these issues were emergencies and took days or weeks to repair. It turned out the maintenance worker was on leave after ACC management allowed SPD to believe he was an intruder and he was held at gunpoint causing him PTSD. He believes ACC management treated him this way because he is black, commenting that his supervisor routinely tapped him on the head and referred to him as “hey, boy”.

We Can't Cover it All In One Meeting

Numerous Other Issues Include More Stories Of:

- Theft/Fraud
- Breaking of Lease Rules
- Disrespecting Residents
- Not providing adequate security
- Not maintaining property
- Retaliating against residents
- Rent increases

What Can CUCAC Do?

The first thing we ask is for your group to think of ways you can help us. Maybe you know of resources we don't.

- Condemn ACC's behavior
- Form a Task Force that works with our association to help us investigate the problem and identify potential solutions.
- Review the UW MIMP to determine if this behavior on UW land is compliant.
- Encourage UW to pull all partnerships including terminating ground leases and direct-to-student marketing and advertising opportunities for ACC.
- Work with us to prevent the City of Seattle from issuing any building permits to ACC.