

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
PANEL MEETING**

**June 6, 2019**

**7:00 P.M.**

**CITY HALL, HEARING ROOM #1**

**ONE FRANK H. OGAWA PLAZA**

**OAKLAND, CA**

**AGENDA**

1. CALL TO ORDER
2. ROLL CALL
3. OPEN FORUM
4. NEW BUSINESS
  - i. Appeal Hearing in Cases:
    - a. T17-0518, McCulloch v. Cohen
    - b. T18-0293, Kelly v. The Claridge Hotel
    - c. T18-0172, Embaye v. Amin  
T18-0183, Embaye v. Amin
5. ADJOURNMENT

**Accessibility.** The meeting is held in a wheelchair accessible facility. Contact the office of the City Clerk, City Hall, One Frank Ogawa Plaza, or call (510) 238-3611 (voice) or (510) 839-6451 (TTY) to arrange for the following services: 1) Sign interpreters; 2) Phone ear hearing device for the hearing impaired; 3) Large print, Braille, or cassette tape text for the visually impaired. The City of Oakland complies with applicable City, State and Federal disability related laws and regulations protecting the civil rights of persons with environmental illness/multiple chemical sensitivities (EI/MCS). Auxiliary aids and services and alternative formats are available by calling (510) 238-3716 at least 72 hours prior to this event.

**Foreign language interpreters** may be available from the Equal Access Office (510) 239-2368. Contact them for availability. Please refrain from wearing **strongly scented products** to this meeting.

**Service Animals / Emotional Support Animals:** The City of Oakland Rent Adjustment Program is committed to providing full access to qualified persons

with disabilities who use services animals or emotional support animals.

If your service animal lacks visual evidence that it is a service animal (presence of an apparel item, apparatus, etc.), then please be prepared to reasonably establish that the animal does, in fact, perform a function or task that you cannot otherwise perform.

If you will be accompanied by an emotional support animal, then you must provide documentation on letterhead from a licensed mental health professional, not more than one year old, stating that you have a mental health-related disability, that having the animal accompany you is necessary to your mental health or treatment, and that you are under his or her professional care.

Service animals and emotional support animals must be trained to behave properly in public. An animal that behaves in an unreasonably disruptive or aggressive manner (barks, growls, bites, jumps, urinates or defecates, etc.) will be removed.

## CHRONOLOGICAL CASE REPORT

Case No.: T17-0518  
Case Name: McCulloch v. Cohen  
Property Address: 345 Hanover Ave., Oakland, CA  
Parties: Catherine McCulloch (Tenant)  
(No Appearance by Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	September 8, 2017
No Owner Response filed	-----
Hearing Decision issued	March 8, 2018
1 <sup>st</sup> Owner Appeal filed	August 6, 2018
Corrected Hearing Decision issued	August 22, 2018
2 <sup>nd</sup> Owner Appeal filed	September 11, 2018
Tenant Response to Owner Appeal filed	September 26, 2018

T17-0518 Ref/SK

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 2017 SEP -8 AM 10:14
	<b>TENANT PETITION</b>	

**Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.**

**Please print legibly**

Your Name Catherine McCulloch	Rental Address (with zip code) 345 Hanover Ave Oakland CA 94606	Telephone: 818 970 6469 E-mail: katiehmc@gmail.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Anik Cohen	Mailing Address (with zip code) 45 Lapidge Street San Francisco CA 94110	Telephone: 510-435-9401 Email: Cohen@KHL-engineering.com
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 2

Type of unit you rent (check one)	<input checked="" type="checkbox"/> House	<input type="checkbox"/> Condominium	<input type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/>	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
<input checked="" type="checkbox"/>	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input checked="" type="checkbox"/>	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
<input type="checkbox"/>	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
<input checked="" type="checkbox"/>	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
<input type="checkbox"/>	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
<input type="checkbox"/>	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input checked="" type="checkbox"/>	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input type="checkbox"/>	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
<input type="checkbox"/>	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

**II. RENTAL HISTORY: (You must complete this section)**

Date you moved into the Unit: 9/22/14 Initial Rent: \$ 866.66 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Never. If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes  No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>8/4/17</u>	<u>8/4/17</u>		<u>Reduced Services</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
- No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

T17-0229 / T17-1012 (online)

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

- Are you being charged for services originally paid by the owner?  Yes  No
- Have you lost services originally provided by the owner or have the conditions changed?  Yes  No
- Are you claiming any serious problem(s) with the condition of your rental unit?  Yes  No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

  
\_\_\_\_\_  
Tenant's Signature

8/31/17  
\_\_\_\_\_  
Date

Empty rectangular box for additional information or comments.

Empty rectangular box for additional information or comments.

**V. MEDIATION AVAILABLE:** Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

**If you want to schedule your case for mediation, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

### **File Review**

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

## **VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?**

- \_\_\_\_\_ Printed form provided by the owner
- \_\_\_\_\_ Pamphlet distributed by the Rent Adjustment Program
- \_\_\_\_\_ Legal services or community organization
- \_\_\_\_\_ Sign on bus or bus shelter
- \_\_\_\_\_ Rent Adjustment Program web site
- \_\_\_\_\_ Other (describe): \_\_\_\_\_



P.O. BOX 70243, OAKLAND, CA 94612-2043

CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

**HEARING DECISION**

**CASE NUMBER:** T17-0518, McCulloch v. Cohen  
**PROPERTY ADDRESS:** 345 Hanover Ave., Oakland, CA  
**DATE OF HEARING:** February 22, 2018  
**DATE OF DECISION:** March 8, 2018  
**APPEARANCES:** Catherine McCulloch (Tenant)  
(No Appearance by Owner)

**SUMMARY OF DECISION**

The tenant's petition is granted.

**CONTENTIONS OF THE PARTIES**

The tenant filed a petition on September 8, 2017, which alleges that her housing services have been decreased due to loss of access to a parking space in the driveway of the building in which she lives. The owner did not file a response to the petition, nor did the owner appear at the Hearing.

**THE ISSUE**

Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

/  
/  
/  
/

## EVIDENCE

Factual Basis for the Petition: At the Hearing, the tenant testified that she is a tenant in the back unit of a 2-unit residential building, in which she lives with two roommates. There is a long, fairly wide driveway next to the building, which can accommodate 2 passenger cars parked side by side. When the tenant moved into the back unit, the tenant and owner agreed that the tenants in the back unit would have the use of 3 parking spaces in the driveway. This agreement was then memorialized in a lease dated April 15, 2015. The tenant submitted a page of a lease that the parties signed on that date.<sup>1</sup> A paragraph in this lease states, in part: “[T]he tenant is entitled to the exclusive use of the following parking (the ‘Parking’) on or about the premises: Imaginary line down the middle of drive way, half closest to house for back unit, half next to fence for front unit.”

The tenant testified that half of the driveway can accommodate 3 passenger cars parked one behind another. The tenant and her roommates would park and move each other’s cars so that all 3 parking spaces could be utilized. At some point, the owner’s brother, Danny, moved into the front unit. In early August 2017, the owner told the tenant and her roommates that they would no longer have the right to park in the driveway unless Danny gave them permission to do so.

On August 6, 2017, the owner sent an email to the tenant and her roommates regarding a proposed new lease.<sup>2</sup> This email states, in part: “Regarding the parking, yes, going forward, it belongs to the front unit. I think Danny is coming home tomorrow so if you want to talk to him about how and if he is planning to share the driveway you should but ultimately moving forward it is up to him.”

In early August, Danny began parking a large motor home at various places in the driveway. The tenant submitted photographs of this motor home, which show that the driveway is not wide enough to accommodate both the motor home and a car.<sup>3</sup> Further, there was a large trash pile at the back of the driveway portion away from the house. The existence of this trash pile effectively eliminated one potential parking space on this lane of the driveway. If the motor home were parked at the back of the driveway, one or two cars could be parked next to the house. If it were parked at the entrance to the driveway, there would be no room for any car to park next to the house.

The tenant is a Deputy Public Defender in Contra Costa County, and often needs to work late, at times until midnight or later. When she returns home from her office in Martinez, if she is unable to park in the driveway, she must find street parking, which is very difficult in the neighborhood in which she lives. On such occasions, she must walk alone for several blocks late at night. She is afraid to do so. In early August 2017, there was often one or no available parking spaces on the house side of the driveway, and one of her roommates would commonly park in the available space before the tenant returned home. Therefore, beginning in early August, the tenant tried living elsewhere, house or dog sitting for various friends when possible.

---

<sup>1</sup> Exhibit No. 4. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence.

<sup>2</sup> Exhibit No. 6.

<sup>3</sup> Exhibit Nos. 2 & 3

In early October 2017, Danny removed that trash pile so that there would be 2 available spaces next to the house if the motor home were parked at the far end of the driveway. The tenant's third roommate has not owned a car since that time, so the tenant has had an available parking space next to the house. However, if the motor home is parked at the back of the driveway, and Danny tells the tenant and her roommates that he needs to leave in his motor home, or that he will be returning, they must move their cars to accommodate him. Further, the former third parking space is not available for the tenant's visitors, who must look for difficult street parking.

Rent History: The tenant testified that the rent for the subject unit has been \$2,750 per month since August 2017.

**FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The tenant's documentary evidence and uncontroverted testimony is credited. It is clear that use of a parking space next to her residence is an important housing service for the tenant, a young woman who often works late hours. When the owner changed the terms of the original rental agreement by denying the tenant and her roommates exclusive use to park on half of the driveway, he significantly decreased the tenant's housing services.

The owner's action reduced the tenant's package of housing services by 10% from August through September 2017 and by 5% from October 2017 to date. Although the tenant now has access to a parking space, the denial of a third space still has an impact upon the tenant. Her third roommate may buy a car and compete for one of the 2 parking spaces, and the tenant's visitors are inconvenienced if they otherwise would be able to park in the driveway.

Because of the current decrease in housing services, the tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$275 per month. The rent for the unit is therefore reduced, to \$2,475 per month. This rent decrease will remain in effect until there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, as specified in the Order below. Further, as set forth on the following Table, the tenant has overpaid rent since August 2017.

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$ 275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$ 137.50	6	\$825.00
<b>TOTAL LOST SERVICES</b>							<b>\$1,375.00</b>

**RESTITUTION**

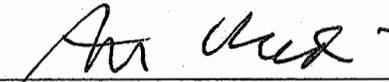
MONTHLY RENT	\$917
<b>TOTAL TO BE REPAYED TO TENANT</b>	<b>\$1,375.00</b>
TOTAL AS PERCENT OF MONTHLY RENT	150%
AMORTIZED OVER 12 MO. BY REG. IS	<b>\$114.58</b>

Conclusion: Because of ongoing decreased housing services, the rent for the entire rental unit is reduced to \$2,475 per month. The tenant has overpaid in the amount of \$1,375. The overpayment is ordered repaid over a period of 12 months.<sup>4</sup> The rent for the rental unit in which the tenant lives is temporarily reduced by \$114.58 per month, to \$2,360.42 per month, beginning with the rent payment in April 2018 and ending with the rent payment in March 2019.

**ORDER**

1. Petition T17-0518 is granted.
2. The Base Rent for the entire rental unit in which the tenant lives is \$2,750 per month.
3. Because of an ongoing decrease in housing services, the current rent for the entire unit, before reduction due to rent overpayments, is \$2,475 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$1,375. This overpayment is adjusted by a rent reduction for 12 months.
5. The rent is temporarily reduced by \$114.58 per month, to \$2,360.42 per month, beginning with the rent payment in April 2018 and ending with the rent payment in March 2019.
6. In April 2019, the rent will increase to \$2,745 per month.
7. When there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, the owner may increase the rent by \$275 per month, after giving proper notice in accordance with Civil Code Section 827.
8. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: March 8, 2018

  
\_\_\_\_\_  
Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

<sup>4</sup> Regulations, Section 8.22.110(F)

**PROOF OF SERVICE**

**Case Number T17-0518**

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

**Today, I served the attached Hearing Decision by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:**

**Tenant**

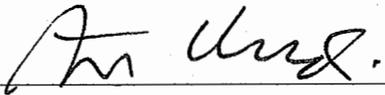
Catherine McCulloch  
345 Hanover Ave  
Oakland, CA 94606

**Owner**

Arik Cohen  
45 Lapidge St  
San Francisco, CA 94110

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on March 08, 2018 in Oakland, CA.

  
\_\_\_\_\_  
Stephen Kasdin

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp. <b>2018 AUG -6 PM 1:58</b>
	<b><u>APPEAL</u></b>	

<b>Appellant's Name</b> Arik Cohen		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 345 Hanover Ave, Oakland CA 94612			
<b>Appellant's Mailing Address (For receipt of notices)</b> 269 Chenery St., San Francisco CA 94131		<b>Case Number</b> T17-0518	
		<b>Date of Decision appealed</b> July 20, 2018	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* 10% not 5% as stated was used to calculate the rent after decrease of services.
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
  - b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
  - c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
  - d)  The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
  - e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

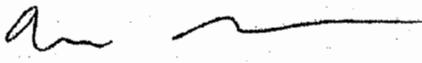
For more information phone (510) 238-3721.

- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g)  The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h)  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
 I declare under penalty of perjury under the laws of the State of California that on August 6, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Cathrine McCulloch
<b>Address</b>	345 Hanover
<b>City, State Zip</b>	Oakland, CA 94612
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	8/6/2018
---	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

**IMPORTANT INFORMATION:**

This appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

**For more information phone (510) 238-3721.**

## Detailed Explanation Accompanying Owner's Appeal

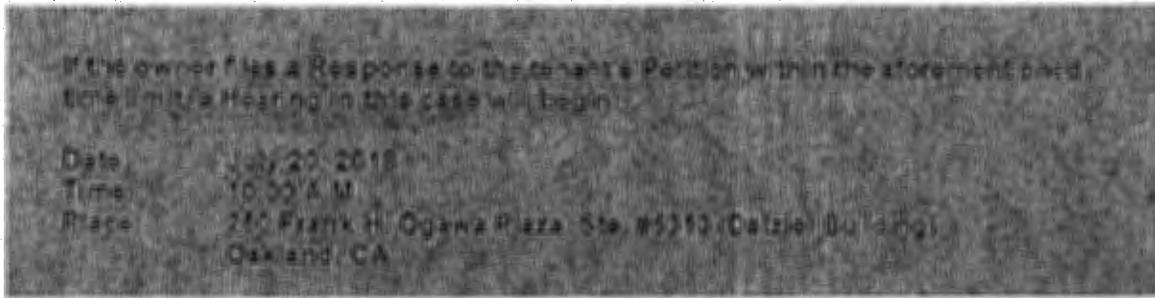
Case T17-0158  
August 6, 2018  
Dear Mr. Kasdin

I am requesting an appeal to the ruling in Case #T17-0158 primarily because there is a mathematical error in the appeal's calculations.

Under the Findings of Fact and Conclusion of Law Section 3rd Paragraph: "*The tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$275*". This is not accurate because 5% of total rent is \$137.50 NOT \$275.00.

Since the rent board valued the current loss of services at 5%, the new rent should be reduced by 5% if the current loss of services are not mitigated by the owner.

To explain my absence for the July 20, 2018 hearing; In reading the most recent communications from RAP (see highlighted text below) my understanding at the time was that there would be no hearing if I did not file an official response.



I was also confused when the tenant started paying full rent and assumed that she had come to her senses and dropped this issue. Please note that the tenant has never communicated to me directly any of the issues she described to the board. If she had I would have gladly asked that the RV be removed from the driveway. I have had no issues with the other tenants that live with her.

Sincerely,

Arik Cohen



250 FRANK OGAWA PLAZA, STE. 5313, OAKLAND, CA 94612

## CITY OF OAKLAND

Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

### **CORRECTED HEARING DECISION**

**CASE NUMBER:** T17-0518, McCulloch v. Cohen  
**PROPERTY ADDRESS:** 345 Hanover Ave., Oakland, CA  
**DATE OF HEARING:** February 22, 2018  
**DATE OF DECISION:** March 8, 2018  
**DATE OF CORRECTED DECISION:** August 22, 2018  
**APPEARANCES:** Catherine McCulloch (Tenant)  
(No Appearance by Owner)

### **REASON FOR CORRECTED DECISION:**

The owner did not appear at the Hearing on February 22, 2018. A Hearing Decision was issued on March 8, 2018 and was served by mail upon all parties. Thereafter, an Order was issued setting aside the Hearing Decision to allow the owner to file a response to the tenant's petition and to appear at a Hearing on July 20, 2018. The owner did not file a response to the petition, nor did he appear at the Hearing on July 20, 2018. Therefore, on July 20, 2018, an Order was issued which states that the original Hearing Decision remains in effect.

On August 6, 2018, the owner filed an appeal, in which he pointed out that the Hearing Decision contains miscalculations. Upon review of the Hearing Decision, it is found that both the Findings of Fact and Conclusions of Law, and the Order in the Hearing Decision, incorrectly state the amount of current rent reduction and the dollar amount to which the tenant's rent will increase in April 2019. This Corrected Hearing Decision is issued to remedy this error. The Hearing Decision dated March 8, 2018 is hereby amended only with regard to the Findings of Fact and Conclusions of Law, and the Order, as set forth below.

000017

This Corrected Hearing Decision is an entirely new Decision. There is a new time limit for the appeal of this Corrected Hearing Decision, as set forth below.

**SUMMARY OF DECISION**

The tenant's petition is granted.

**CONTENTIONS OF THE PARTIES**

The tenant filed a petition on September 8, 2017, which alleges that her housing services have been decreased due to loss of access to a parking space in the driveway of the building in which she lives. The owner did not file a response to the petition, nor did the owner appear at the Hearing.

**THE ISSUE**

Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

**EVIDENCE**

Factual Basis for the Petition: At the Hearing, the tenant testified that she is a tenant in the back unit of a 2-unit residential building, in which she lives with two roommates. There is a long, fairly wide driveway next to the building, which can accommodate 2 passenger cars parked side by side. When the tenant moved into the back unit, the tenant and owner agreed that the tenants in the back unit would have the use of 3 parking spaces in the driveway. This agreement was then memorialized in a lease dated April 15, 2015. The tenant submitted a page of a lease that the parties signed on that date.<sup>1</sup> A paragraph in this lease states, in part: "[T]he tenant is entitled to the exclusive use of the following parking (the 'Parking') on or about the premises: Imaginary line down the middle of drive way, half closest to house for back unit, half next to fence for front unit."

The tenant testified that half of the driveway can accommodate 3 passenger cars parked one behind another. The tenant and her roommates would park and move each other's cars so that all 3 parking spaces could be utilized. At some point, the owner's brother, Danny, moved into the front unit. In early August 2017, the owner told the tenant and her roommates that they would no longer have the right to park in the driveway unless Danny gave them permission to do so.

On August 6, 2017, the owner sent an email to the tenant and her roommates regarding a proposed new lease.<sup>2</sup> This email states, in part: "Regarding the parking, yes, going forward, it belongs to the front unit. I think Danny is coming home tomorrow so if you want to talk to him

---

<sup>1</sup> Exhibit No. 4. This Exhibit, and all others to which reference is made in this Decision, were admitted into evidence.

<sup>2</sup> Exhibit No. 6.

about how and if he is planning to share the driveway you should but ultimately moving forward it is up to him.”

In early August, Danny began parking a large motor home at various places in the driveway. The tenant submitted photographs of this motor home, which show that the driveway is not wide enough to accommodate both the motor home and a car.<sup>3</sup> Further, there was a large trash pile at the back of the driveway portion away from the house. The existence of this trash pile effectively eliminated one potential parking space on this lane of the driveway. If the motor home were parked at the back of the driveway, one or two cars could be parked next to the house. If it were parked at the entrance to the driveway, there would be no room for any car to park next to the house.

The tenant is a Deputy Public Defender in Contra Costa County, and often needs to work late, at times until midnight or later. When she returns home from her office in Martinez, if she is unable to park in the driveway, she must find street parking, which is very difficult in the neighborhood in which she lives. On such occasions, she must walk alone for several blocks late at night. She is afraid to do so. In early August 2017, there was often one or no available parking spaces on the house side of the driveway, and one of her roommates would commonly park in the available space before the tenant returned home. Therefore, beginning in early August, the tenant tried living elsewhere, house or dog sitting for various friends when possible.

In early October 2017, Danny removed that trash pile so that there would be 2 available spaces next to the house if the motor home were parked at the far end of the driveway. The tenant’s third roommate has not owned a car since that time, so the tenant has had an available parking space next to the house. However, if the motor home is parked at the back of the driveway, and Danny tells the tenant and her roommates that he needs to leave in his motor home, or that he will be returning, they must move their cars to accommodate him. Further, the former third parking space is not available for the tenant’s visitors, who must look for difficult street parking.

Rent History: The tenant testified that the rent for the subject unit has been \$2,750 per month since August 2017.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

The tenant’s documentary evidence and uncontroverted testimony is credited. It is clear that use of a parking space next to her residence is an important housing service for the tenant, a young woman who often works late hours. When the owner changed the terms of the original rental agreement by denying the tenant and her roommates exclusive use to park on half of the driveway, he significantly decreased the tenant’s housing services.

The owner’s action reduced the tenant’s package of housing services by 10% from August through September 2017 and by 5% from October 2017 to date. Although the tenant now has access to a parking space, the denial of a third space still has an impact upon the tenant. Her third roommate may buy a car and compete for one of the 2 parking spaces, and the tenant’s visitors are inconvenienced if they otherwise would be able to park in the driveway.

---

<sup>3</sup> Exhibit Nos. 2 & 3

Because of the current decrease in housing services, the tenant's rent for the entire rental unit in which she lives is reduced by 5%, being \$137.50 per month. The rent for the unit is therefore reduced, to \$2,612.50 per month. This rent decrease will remain in effect until there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, as specified in the Order below. Further, as set forth on the following Table, the tenant has overpaid rent since August 2017.

**VALUE OF LOST SERVICES**

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$137.50	6	\$825.00
<b>TOTAL LOST SERVICES</b>							<b>\$1,375.00</b>

**RESTITUTION**

MONTHLY RENT	\$2,750
<b>TOTAL TO BE REPAID TO TENANT</b>	<b>\$1,375.00</b>
TOTAL AS PERCENT OF MONTHLY RENT	50%
AMORTIZED OVER 6 MO. BY REG. IS	<b>\$229.17</b>

Conclusion: Because of ongoing decreased housing services, the rent for the entire rental unit is reduced to \$2,612.50 per month. The tenant has overpaid in the amount of \$1,375. The overpayment is ordered repaid over a period of 6 months.<sup>4</sup> The rent for the rental unit in which the tenant lives is temporarily reduced by \$229.17 per month, to \$2,383.33 per month, beginning with the rent payment in April 2018 and ending with the rent payment in September 2018.

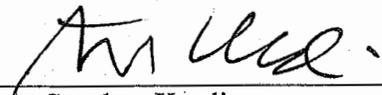
**ORDER**

1. Petition T17-0518 is granted.
2. The Base Rent for the entire rental unit in which the tenant lives is \$2,750 per month.
3. Because of an ongoing decrease in housing services, the current rent for the entire unit, before reduction due to rent overpayments, is \$2,612.50 per month.
4. Because of past decreased housing services, the tenant has overpaid rent in the amount of \$1,375. This overpayment is adjusted by a rent reduction for 6 months.
5. The rent is temporarily reduced by \$229.17 per month, to \$2,383.33 per month, beginning with the rent payment in April 2018 and ending with the rent payment in September 2018.
6. In October 2018, the rent will increase to \$2,612.50 per month.

<sup>4</sup> Regulations, Section 8.22.110(F)

7. The amount of rent due in September 2018 shall be adjusted for underpayments or overpayments in accordance with this Decision.
8. When there are 3 parking spaces available at all times in the driveway next to the subject house for the use of the tenant and her co-tenants, the owner may increase the rent by \$137.50 per month, after giving proper notice in accordance with Civil Code Section 827.
9. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 21, 2018



---

Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

## PROOF OF SERVICE

Case Number: T17-0518 (McCulloch v. Cohen)

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

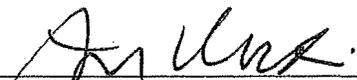
Today, I served the attached **Corrected Hearing Decision** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

Catherine McCulloch  
345 Hanover Ave.  
Oakland, CA 94606

Arik Cohen  
269 Chenery St.  
San Francisco, CA 94131

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 22, 2018, in Oakland, California.

  
\_\_\_\_\_  
Stephen Kasdin  
Oakland Rent Adjustment Program

000022

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM



**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

For date stamp.  
2018 SEP 11 AM 9:59

**APPEAL**

<b>Appellant's Name</b> Arik Cohen		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 345 Hanover Ave, Oakland CA 94612			
<b>Appellant's Mailing Address (For receipt of notices)</b> 269 Chenery St., San Francisco CA 94131		<b>Case Number</b> T17-0518	
		<b>Date of Decision appealed</b> Aug. 22, 2018	
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* 10% not 5% as stated was used to calculate the rent after decrease of services.
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
  - b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
  - c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
  - d)  The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
  - e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g)  The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h)  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
 I declare under penalty of perjury under the laws of the State of California that on September 10, 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Cathrine McCulloch
<b>Address</b>	345 Hanover
<b>City, State Zip</b>	Oakland, CA 94612
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	8/6/2018
---	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

## **IMPORTANT INFORMATION:**

This appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

**For more information phone (510) 238-3721.**

Detailed Explanation Accompanying Owner's Appeal: Exhibit 2.  
Catharine McCulloch car in driveway

Case T17-0158, September 10, 2018

Dear Mr. Kasdin

I am requesting an appeal to the ruling in Case #T17-0158 primarily because I thought that the issues brought up by the tenant were resolved in an email dated 9/19/2018. See Exhibit 2 on page 2 of this addendum.

I do not think it is fair that I am back-charged a total of \$1,375, see table below, for issues that I thought had been resolved on 9/19/2018.

Exhibit 1

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Parking Space	1-Aug-17	30-Sep-17	\$2,750	10%	\$275.00	2	\$550.00
Parking Space	1-Oct-17	31-Mar-18	\$2,750	5%	\$137.50	6	\$826.00
<b>TOTAL LOST SERVICES</b>							<b>\$1,375.00</b>

RESTITUTION

MONTHLY RENT	\$2,750
<b>TOTAL TO BE REPAYED TO TENANT</b>	<b>\$1,375.00</b>
TOTAL AS PERCENT OF MONTHLY RENT	50%
AMORTIZED OVER 6 MO. BY REG. IS	\$229.17

During the period above, the tenant parked in the driveway. Therefore, there was no loss of service to her. As soon as I got the decision from RAP, March 31, 2018, I went and took a picture of her car in the driveway .

I also want to understand how to move forward. Questions include:

- 1) We have elongated the right side of the driveway to accomage three cars on the left side of the driveway. Is this sufficient?
- 2) If I decided not to allow the tenant to park in the driveway, what would be the penalty in rent reduction.

Sincerely,



Arik Cohen

Detailed Explanation Accompanying Owner's Appeal: Exhibit 2.  
Catharine McCulloch car in driveway

**From:** Arik Cohen  
**To:** Cat McCulloch  
**Subject:** Re: Missed Calls  
**Date:** Tuesday, September 19, 2017 1:18:30 PM

---

There is no lease violation. You are free to park in the driveway just like Hannah has been doing. No one is keeping you from parking in the driveway and if they are you should let me know.

Arik Cohen P.E

On Sep 19, 2017, at 9:07 AM, Cat McCulloch <[katiehmcc@gmail.com](mailto:katiehmcc@gmail.com)> wrote:

Hello Arik,

At this point, I don't think a phone call would be productive between the two of us. I will call you as soon as you make steps to resolving the violation of my lease. To date, you have done nothing to resolve the lease violation. I have said what I need to say. On several occasions, I have told you about the lease violation (taking away the parking guaranteed to me under the lease) and expressed my concern about the situation. On those occasions, I have also told you how you could resolve the lease violation. The only thing I can do is to repeat what I have already said. I don't want to continue to belabor my grievances. You are in the position of power. You have the power to resolve this situation. You can restore the services guaranteed to me under the lease. Please exercise your power and give me the services guaranteed to me under the lease.

Sincerely,

Cat McCulloch

On Mon, Sep 18, 2017 at 8:10 AM, Arik Cohen <[cohen@kw-engineering.com](mailto:cohen@kw-engineering.com)> wrote:

Also, just so you know. This situation is causing me a lot of stress too. I woke up this morning and it's the first thing on my mind. I hope that you can get out of whatever frame of mind that you are in so we can talk about this like human beings. There are solutions and right now everything you say in email feels like a setup to me and paints a very one sided picture. I don't want to go through your words line by line and try understanding tone and intent. You sent me a certified letter so excuse me if I am misinterpreting your end goal.

Arik Cohen P.E

On Sep 17, 2017, at 8:29 PM, Arik Cohen <[cohen@kw-engineering.com](mailto:cohen@kw-engineering.com)> wrote:

000028

Cat

Emails are not direct communication. You get to say what you want to say with no feedback from the recipient. There has been a week that has past before you responded. Honestly, we can't resolve this through email. You want to resolve it then call me.

Arik Cohen P.E

On Sep 17, 2017, at 7:04 PM, Cat McCulloch  
<[katiehmcc@gmail.com](mailto:katiehmcc@gmail.com)> wrote:

Hi Arik,

I hope you are well. I absolutely want to resolve this situation and put it behind me. As I have said before, this situation is incredibly stressful for me. I really want to be able to park my car. It is hard to resolve the situation when you say that nothing has changed. Things have changed. For more than a month there has been an RV parked in the part of the driveway that is guaranteed to the back unit per the lease. On August 6 you sent an email stating that the front tenant, Danny, is in charge of the parking. Hannah and I later had a conversation with Danny, who put strict restrictions on when/how/if ever we would be able to use the parking spaces. Since the RV, your statements that the parking is now under Danny's control, and my conversation with Danny- the parking situation has changed.

I am directly communicating with you Arik. Emails and letters are forms of direct communication. There are many reasons why I prefer to communicate in writing. One of the reasons is so that things don't get lost in communication. For instance, Danny has a different memory of the conversation he had with me. However, my housemate was present for the entire conversation and I took notes.

When I spoke with Danny, he told me that you had sold him the right to use the entire driveway for \$150 a month (the difference of the rent we pay and what the initially suggested rent increase of 12% would have had us paying). He said that every time we want to use the parking we would have to ask his permission. He said that if it became too big of a hassle for him and if the communication was not good he would not permit us to use the parking spaces. He said that there would

000029

be times that we would not be able to park in the driveway. He said that we could not work out a schedule for parking. He said that it would be on a day by day case by case basis. He said that he and Hannah, the tenant who did not protest the rent increase and in fact coalesced to the increase, have great communication and he was sure they could work something out. He indicated that I am not in the same category as Hannah. He then discussed how this arrangement was the result of needing to finance the house, and how that is directly tied to my actions. He sounded and visually appeared angry and upset with me. I told him that I wanted a guaranteed space to park. He said that was not possible under the current situation. I asked him if he would be willing to have the RV remain in the driveway, not park his car in the driveway, and let our unit take the remaining spots. He said no.

I am interested in a resolution. A resolution where my rights as a tenant are upheld and the services guaranteed to me under the lease are not sold off or otherwise cut off. If you want to resolve this situation please tell Danny to move his RV and give my unit our side of the driveway back. As an alternative, please tell Danny that he can keep the RV there if he does not use the remainder of the driveway. This would give our unit the ability to park three cars. I am truly interested in a resolution. This is the resolution I am interested in. Please send me a text or an email confirming that you agree to this.

Best,

Cat

On Thu, Sep 7, 2017 at 7:48 PM, Arik Cohen  
<[cohen@kw-engineering.com](mailto:cohen@kw-engineering.com)> wrote:

Hi Cat

The driveway is and has been open to your use. You just need to communicate with others sharing the driveway in scenario that you are forced to park

000030

behind someone. Nothing has changed.

Also in regards to your previous email. I talked to Danny and his interpretation of the conversation was very different than yours.

I called you again today but no answer.

You have not been willing to communicate with me directly for some time. It is very difficult to solve issues without direct communication. I truly want to resolve this situation and do not understand why you find it necessary to write me emails every other week and then go silent. This mode of communication is not effective, extremely frustrating, and leaves me feeling that you are not truly interested in resolution.

Please call me so we can discuss this and put it behind us.

Arik Cohen P.E

> On Sep 7, 2017, at 5:03 PM, Cat McCulloch  
<[katiehmcc@gmail.com](mailto:katiehmcc@gmail.com)> wrote:

>

> Hello Arik,

>

> I hope you are well. I received your calls, texts, and voice mails from Thursday and Friday. Sorry for the late response. Last week was pretty hectic for me. Also, in general, email is much easier for me. So please feel free to send me an email. Please let me know if you have any questions about my letter. Please let me know if you are going to tell the front tenant to stop parking in my parking space. I have been without a parking space for a month now. As I've stated in my letter and my petition to the rent board, this is a very uncomfortable and sad situation for me, but I will not belabor what I have already stated in my letter.

>

> Best,

>

> Cat McCulloch

000031

Detailed Explanation Accompanying Owner's Appeal: Exhibit 3.  
Catharine McCulloch car in driveway

March 31, 2018, 8:50:37 PM  
4038 of 6103



177-0518

RC

September 24, 2018

To Whom it May Concern,

This appeal is improper. The landlord has continuously failed to appear at hearings and file timely responses/appeals. The Rent Adjustment Program issued a decision in this matter on March 8, 2018. This was a final decision. As a tenant I should be able to rely on the finality of the Rent Adjustment Program's decision- more than a year has passed since the filing of this petition. I understand that a clerical error was made in this case. However, the landlord is trying to use this clerical error to appeal a decision that has already been reached. For this reason, I ask that the Rent Adjustment Program deny the landlord's request for an appeal in this matter. In the alternative, I ask that the appeal be restricted to the miscalculation.

On September 8, 2017, the tenant filed a petition in this matter. On February 22, 2018, a hearing was held in this matter. The tenant appeared at the hearing and provided testimony and evidence. The landlord did not appear at the hearing.

On March 8, 2018, the rent adjustment program issued an order regarding the ongoing decrease in housing services and rent over-payments for the back unit. Thereafter, the landlord contacted the Rent Adjustment Program stating that he had not received the tenant petition or the Notice of the Hearing because the documents were not mailed to the correct address.

On May 21, 2018, an order and notice of the new hearing date were mailed to the landlord. The hearing officer contacted the landlord via email and confirmed that the landlord received the materials. The landlord did not file a response. The landlord did not file a request for a new date.

On July 20, 2018, a new hearing was held. The tenant appeared at the rent adjustment program. Again, the landlord failed to appear. On July 20, 2018, the Rent Adjustment Program issued another order stating that the original hearing decision (the March 8, 2018 order) remains in effect. Thereafter, on or about August 6, 2018, the landlord contacted the Rent adjustment program and requested a corrected decision based on a mathematical miscalculation. No formal appeal was filed or received by the tenant.

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2018 SEP 26 AM 10:33  
000033

On August 22, 2018 the Hearing Officer issued a corrected decision. The corrected decision is only in regards to a miscalculation in the rent decrease. The correction was made at the behest of Arik Cohen.

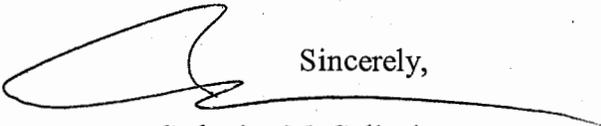
On September 10, 2018, I received an email with the landlord's appeal as an attachment. I have not been properly served with this appeal. Despite the fact that the corrected decision was made at the behest of the landlord, the landlord is now attempting to appeal the corrected decision in an attempt to get another hearing date/ chance to appeal a decision that was reached in March 2018 and again on July 20, 2018.

Furthermore, without again going into the substance of the petition, I informed the landlord about the parking issues/decrease in rent on numerous occasions. I have already provided the rent board with testimony and evidence to this effect.

I have experienced continued harassment by the landlord as the result of filing petitions with the Rent Adjustment Program. Over a year ago, I filed a petition with the Rent Adjustment Program regarding an unlawful rent increase as Mr. Cohen was attempting to increase the rent by 12%. As a response to this petition he restricted the tenants use to parking. I filed this instant petition with the rent board in response to Mr. Cohen's restricting our parking. On March 31, 2018, I informed Mr. Cohen of the Rent Adjustment Program's decision in this instant case. Mr. Cohen came to my house without permission at around 10 p.m. He banged on the windows and doors. He seemed irate and intoxicated. He threatened to tow my car and repeatedly yelled at me to come outside. I had to call the police to make him leave the premises. On that same date, he sent an email that I was never to park in the driveway ever again. He sent me a voicemail to the same effect. Frankly, I am physically afraid to be in the same room as Mr. Cohen who has shown himself to be aggressive and unpredictable.

For the foregoing reasons, I request that Arik Cohen's request for an appeal be denied. In the alternative, I request that the landlord's request for appeal be restricted to the correction that was made to the Hearing Officer's corrected decision- the miscalculation in rent.

Sincerely,



Catherine McCulloch

000034

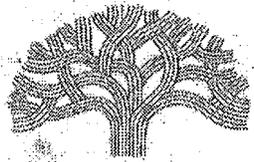
**CHRONOLOGICAL CASE REPORT**

Case No.: T18-0293  
Case Name: Kelly v. The Claridge Hotel, LLC  
Property Address: 634 15<sup>th</sup> Street, #613, Oakland, CA  
Parties: Pariss Kelly (Tenant)  
(No Appearance by the Owner)

**TENANT APPEAL:**

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	May 29, 2018
No Owner Response filed	-----
Hearing Decision issued	January 22, 2019
Tenant Appeal filed	January 30, 2019

T18-0293 KM/LM



CITY OF OAKLAND

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
 P.O. Box 70243  
 Oakland, CA 94612-0243  
 (510) 238-3721

For date stamp.

MAY 29 AM 9:11

**TENANT PETITION**

**Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.**

**Please print legibly**

Your Name <i>Pariss Kelly</i>	Rental Address (with zip code) <i>634 15th st unit #613 Oakland, ca 94612</i>	Telephone: <i>510-646-2797</i>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <i>Claridge Hotel LLC</i>	Mailing Address (with zip code) <i>1201 Fulton Street San Francisco, CA 94117</i>	Telephone: <i>1-415 861-3925</i>
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 203

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input checked="" type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

X	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
X	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
X	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article D)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised illegally after the unit was vacated as set forth under OMC 8.22.080.

**II. RENTAL HISTORY: (You must complete this section)**

Date you moved into the Unit: October 3, 2018 Initial Rent: \$ 600.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: NEVER. If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<del>12/05/2017</del>	12/1/2018	\$ 625.00	\$ 650.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
NONE	3/12/2017	\$ 600.00	\$ 625.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes  
 No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

- Are you being charged for services originally paid by the owner?  Yes  No  
Have you lost services originally provided by the owner or have the conditions changed?  Yes  No  
Are you claiming any serious problem(s) with the condition of your rental unit?  Yes  No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

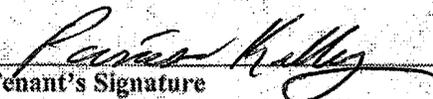
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

  
Tenant's Signature

5-29-2018  
Date

**V. MEDIATION AVAILABLE:** Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

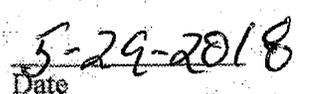
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

**If you want to schedule your case for mediation, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

  
\_\_\_\_\_  
Tenant's Signature

  
\_\_\_\_\_  
Date

**VI. IMPORTANT INFORMATION:**

**Time to File**

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

**File Review**

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

**VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?**

- Printed form provided by the owner
- Pamphlet distributed by the Rent Adjustment Program
- Legal services or community organization
- Sign on bus or bus shelter
- Rent Adjustment Program web site
- Other (describe): \_\_\_\_\_

RECEIVED

MAR - 8 2019

Abuse of law

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION

ADJUSTMENT PROGRAM  
From OAKLAND  
2018 NOV - 20 AM 10: 28

2018 NOV 20 11: 37 AM 10: 36

Mr. Pariss Kelly Charidge HOTEL, 634 15th STREET, OAKLAND, CA 613  
510 646-2797 94612

2238 2th street Berkeley CA 94710 unit #

Trial

Department

To: Linda m. MORZA Hearing officer TENANT at Environmental  
250 Frank H. OGAWA Plaza Suite 5313 Petition Vector Control  
OAKLAND, California 94612-2034 SERVICES District  
1131 Harbor Bay Parkway  
Suite 166 Alameda CA  
94602

ALL AREAS of the tenant Both Abuse of Power  
PROCESS programs SEEKING retroactive  
payout of penalties and interest  
FINES and violation or Request  
to change Date of Proceeding Soon as possible

CC: Office of the City Auditor

1. Charidge Hotel, the Fulton street San Francisco Hearing officer Rent  
94117-1507, MANICER. H. PREEZ OWNER, Adjustment Program  
maxine Visaya

2. Director Michelle Birel  
City of Oakland, Housing and  
and Community, 250 Frank H. Ogawa  
Plaza OAKLAND, CA 94612, 6th floor

3. Courtney Ruby City Auditor  
1 Frank H. Ogawa Plaza 4th floor  
OAKLAND CA 94612

2. Maryann Koshin  
Deputy Director  
8 Pam Hall, 250 Frank  
H. Ogawa Plaza 6th floor  
Relocation programs CA  
94612

4. John Foyer Inspector 250 Frank H. OGAWA Plaza Suite  
2340 OAKLAND, California 94612-2034 Planning and Department  
Bureau of Building, Permitting and Code Enforcement  
SERVICES

5. Robert Gay Supervisor 1131 Harbor Bay Parkway Alameda CA  
000040

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION  
2018 SEP 17 AM 8: 16

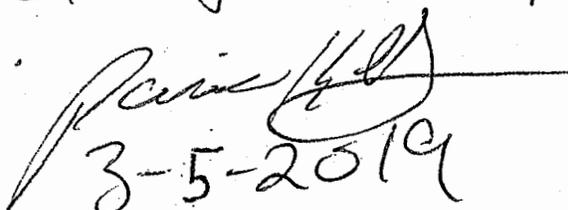
# DEPARTMENT of ENVIRONMENTAL

Vector Control Services District  
1131 Harbor Bay Parkway, Suite 166  
Alameda, CA 94502

To VEO Michael Hung - Supervisor Paul Cooper

The document that was mailed to Parris Kelly  
There are a few omissions in this report as it purport  
needs review.

1. Parris Kelly my name is spelled Parris Kelly
2. unit 613 has been sprayed over a hundred times
3. A breach of obligation the unit qualifies at this point  
as substandard buildings 12920.3 code unit 613 is substandard  
because of infestation.
4. please disqualify this unit 613, it has been sprayed  
over a hundred times.
5. I need original report to send to code  
enforcement, possible 3.32.026 Disqualification  
of irresponsible contractor. Effect of disqualification -  
material omission theft, by The Claridge Hotel LLP  
Agent for, owner MARICIA PEREZ.
6. Please make corrections.

  
3-5-2019

2019 MAR -5 PM 3:22  
2019 MAR -4 AM 9:58  
RECEIVED  
CITY OF OAKLAND  
AGENT ARBITRATION PROGRAM

000041

Alameda County Health Care Services Agency Vector Control Services District Request for Services		Report Date: 02/25/2019 CensusTract: 4028
Request Number: <b>2019-000469</b>	Location: <b>634 15th Street 613          Oakland, CA 94612</b>	
Contact Name: Parris Kelly Phone: 510-646-2797	Reported By Name: Parris Kelly Address: Phone: 510-646-2797 Alt Phone: Email Address:	
Reason for Request: cockroaches	Priority: 1-3 Days	
Assigned To: Michael Heung	District: 1	
Received By: Patrice Rogers	Date Received: 02/07/2019	
Reason: 30 - Cockroaches		
<b>REPORT OF INVESTIGATION</b>		
Date: 02/11/2019      VCO: Michael Heung      Reason: Cockroach - German Services: 01 - Initial Request Narrative: Visited and both the management staff, Nicole and tenant, Parris were interviewed. Signs of cockroach including live ones were observed on the wall, under the refrigerator and microwave in unit 613. Parris was advised to have a better house keeping, make his unit ready for treatment prior to the arrival of the exterminator, and to render full cooperation with the management and the pest control company. Nicole was advised to arrange a pest control company to address the problem. Claridge Hotel is under the management of SF Rent. The head of the maintenance department, Kevin (415-241-0100) was contacted over the phone. He was informed of my findings and advised to: - hire a licensed pest control company to address the cockroach problem; - caulk all the cracks and crevices in unit 613 to eliminate the cockroach hiding space; - treat the neighboring units (left and right, up and down); and - treat other units wherever necessary. Kevin promised to make the arrangement.		
Date Investigated: 02/11/2019	Investigated By:  <u>Michael Heung</u> Signature	
Date Closed:		

2019 MAR -5 PM 3:22

2019 MAR -4 AM 9:58

RECEIVED  
 CITY OF OAKLAND  
 RENT ARBITRATION PROGRAM

RECEIVED  
 CITY OF OAKLAND  
 RENT ARBITRATION PROGRAM  
 Page 1 of 1

000042



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612

**CITY OF OAKLAND**

Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

## **HEARING DECISION**

**CASE NUMBER:** T18-0293, Kelly v. The Claridge Hotel, LLC  
**PROPERTY ADDRESS:** 634 15<sup>th</sup> St., Unit #613, Oakland, CA  
**DATE OF HEARING:** November 15, 2018  
**DATE OF DECISION:** January 11, 2019  
**APPEARANCES:** Pariss Kelly, Tenant  
No Appearance by Owner

### **SUMMARY OF DECISION**

The tenant petition is granted in part.

### **CONTENTIONS OF THE PARTIES**

On May 29, 2018, the tenant filed a petition contesting two prior rent increases, and alleging code violations, decreased housing services and serious problems with the condition of the subject unit.

The owner did not file a response to the tenant petition and did not appear at the hearing.

### **THE ISSUES**

- (1) Did the tenant receive the Notice of the Rent Adjustment Program?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased, and if so, by what amount?

000043

## EVIDENCE

### Background

The tenant moved into the subject property on October 3, 2012, at an initial monthly rent of \$600.00. The tenant stated on his petition that he moved into the unit on October 3, 2018, but corrected the year to 2012 at the hearing. The subject unit is located in a residential building containing two hundred three (203) residential units. The tenant's current monthly rent is \$650.00 as of February 1, 2018.

### Rent Increases

The tenant is contesting the following two rent increases:

1. from \$600.00 to \$625.00, effective June 1, 2016; and
2. from \$625.00 to \$650.00, effective February 1, 2018.

The tenant paid the rent increases and submitted copies of statements (4 pages) issued by the Claridge Hotell LLC to the tenant, listing the payments, dates and monthly rent amounts paid from June 1, 2016, through May 4, 2018.<sup>1</sup>

### RAP Notice

The tenant stated on his petition and testified at the hearing that he never received the notice of the existence of the Rent Adjustment Program (RAP Notice).

### Code Violations/Decreased Housing Services

No Heat: The tenant submitted a copy of the Notice of Violation, dated April 16, 2018, which noted that there was no heat in the unit and that the unit flooring was damaged due to moisture and needed to be replaced.<sup>2</sup> The tenant testified at the hearing that the floor was fixed and that the heater was replaced but did not work. At the time of the hearing, the heater still did not work.

Bed Bugs/Roaches: The tenant submitted a copy of the Vector Control report, dated April 6, 2018, which noted evidence of bed bugs and cockroaches in the unit.<sup>3</sup> The tenant testified at the hearing that his unit was sprayed at least twenty times in 2018 and at least sixty-eight times for pest control since the new management

The tenant also submitted copies of two Services Requests, dated March 28, 2018, and April 18, 2018, which notices the same issues noted on the Notice of

---

<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B

<sup>3</sup> Exhibit C

Violation and the Vector report as follows: bed bugs and roach infestation, cracked floor, leaky heater.<sup>4</sup>

The tenant submitted copies of Notice to Enter Dwelling Unit by the owner, showing the dates when the tenant's unit was entered for the purpose of inspection (March 22, 2018), pest control service (March 28, April 10, April 25 and June 25, 2018), and to make necessary repairs (April 20, 2018).<sup>5</sup>

#### No Response and No Appearance by the Owner

On August 9, 2018, a Landlord Notification of Tenant Petition and a Notice of Hearing were mailed to the owner's address with a proof of service. The mail was not returned as non-delivered. Both documents were properly served. The owner did not file any response. On November 15, the hearing came on regularly at 10:00 a.m. as scheduled without the appearance of the owner. The Hearing Officer waited until 10:15 a.m. for the owner to appear. The owner did not appear and did not contact the office. The hearing was properly noticed and proceeded without the owner.

### FINDINGS OF FACT AND CONCLUSIONS OF LAW

#### Exemption

The Rent Adjustment Program has records of prior cases regarding the same owner and the same subject property. The cases held that certain units located at 634 15<sup>th</sup> St. are exempt from the Rent Adjustment Program as units whose rents are controlled and regulated by a governmental authority called California Tax Credit Allocation Committee ("TCAC"). However, in this case, the owner did not appear and did not submit any evidence that the subject unit #613 falls under the TCAC exemption. Therefore, this Hearing Decision cannot address the exemption issue and the rental unit is a covered unit under the Rent Ordinance.

#### No RAP Notice - Rent Increases Invalid

The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program at the start of a tenancy<sup>6</sup> and together with any notice of rent increase.<sup>7</sup> An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.<sup>8</sup>

---

<sup>4</sup> Exhibit D

<sup>5</sup> Exhibit E

<sup>6</sup> O.M.C. §8.22.060(A)

<sup>7</sup> O.M.C. §8.22.070(H)(1)(A)

<sup>8</sup> O.M.C. §8.22.060(C)

The owner never provided the RAP notice to the tenant at any time during his tenancy. Therefore, all contested rent increases are invalid.

**Restitution and Calculation of Rent Overpayment**

Because the owner never provided the RAP notice to the tenant, and the tenant paid the rent increases, the rent will roll back to \$600.00, the amount the tenant paid prior to the first contested rent increase. In addition, the tenant will receive a credit for rent overpayments when the tenant paid the increased rent as shown on the Restitution Table below:

OVERPAID RENT						
From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Feb-18	1-Nov-18	\$650	\$600	\$ 50.00	10	\$ 500.00
1-Mar-16	1-Jan-18	\$625	\$600	\$ 25.00	23	\$ 575.00
				\$ -		-
				\$ -		-
<b>TOTAL OVERPAID RENT</b>						<b>\$ 1,075.00</b>

RESTITUTION		
	MONTHLY RENT	\$600
	TOTAL TO BE REPAID TO TENANT	\$ 1,075.00
	TOTAL AS PERCENT OF MONTHLY RENT	179%
AMORTIZED OVER	MO. BY REG. IS	
OR OVER 12	MONTHS BY HRG. OFFICER IS	\$ 89.58

**Decreased Housing Services**

Under the Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent<sup>9</sup> and may be corrected by a rent adjustment.<sup>10</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or a service that was provided and is no longer being provided or one that is required to be provided in a contract between the parties. "Living with lack of painting, water leaks and defective Venetian blinds may be unpleasant, aesthetically unsatisfying, but does not come with the category of habitability. Such things will not be considered in diminution of the rent."<sup>11</sup> The tenant has the burden of proving decreased housing services by a preponderance of the evidence.

<sup>9</sup> O.M.C. §8.22.070(F)

<sup>10</sup> O.M.C. §8.22.110(E)

<sup>11</sup> *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

In a decreased services case, the tenant must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief.

Heater: The owner replaced the heater but it was leaking and not functioning properly. As of the date of the hearing, seven months after the issuance of the Notice of Violation, the tenant testified that he still did not have a working heater. A reasonable time to repair the heater would have been within thirty days of the issuance of the Notice of Violation, dated April 16, 2018. Therefore, this claim reduces the package of housing services by 10% (\$60.00) per month from May through November 2018. The tenant is entitled to a credit of \$420.00 (\$60 x 7 months).

Pest Infestation/Damaged Floor: The tenant testified that the owner began pest control treatment immediately after receiving notice from the tenant. The damaged floor noticed in the Notice of Violation was also repaired. Because the owner acted reasonably in addressing these issues after receiving the notice, these claims are denied.

The tenant is entitled to a total credit of \$1,495.00 (\$1,075.00 + \$420.00) due to overpaid rent and past decreased housing services. This amount will be adjusted by a rent decrease as stated in the Order below.

### ORDER

1. Tenant Petition T18-0293 is granted in part.
2. The rent increases are not valid. The monthly base rent remains \$600.00.
3. The tenant is entitled to a total credit of \$1,495.00, due to rent overpayments and past decreased housing services. In addition, the rent will be further reduced by 10% due to ongoing decreased housing service relating to the heater. The credit and ongoing reduction will be applied as follows:

Base Rent	\$ 600.00
-tenant overpayments due to invalid rent increases and passed decreased services (\$1,495 divided by 12 months)	124.58
- rent to be paid for the next twelve (12) months	\$ 475.42
- current decreased housing services 10% of \$600.00 due to no working heater	-60.00
Net current monthly rent	\$ 415.42

4. Upon repairing the heater, the owner may increase the monthly rent by \$60.00 in accordance with the notice requirements of California Civil Code §827. This is not a rent increase but restoration of service.

5. After twelve (12) monthly payments, the rent will increase by \$124.58. This is not a rent increase but ending of the restitution period. The owner must send the rent increase notice in accordance with the Rent Ordinance and the notice requirements of California Civil Code §827.

6. The owner is otherwise entitled to increase the tenant's rent six months after proper service of the Notice of the existence of the Rent Adjustment Program and in accordance with California Civil Code §827.

**Right to Appeal:** This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: January 11, 2019



---

**Linda M. Moroz**  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T18-0293**

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

Today, I served the attached documents listed below by placing a true copy in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

**Documents Included**  
Hearing Decision

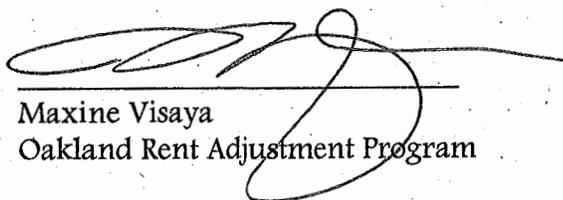
**Owner**  
The Claridge Hotel, LLC  
1201 Fulton Street  
San Francisco, CA 94117

**Tenant**  
Pariss Kelly  
2238 7th Street #A  
Berkeley, CA 94710

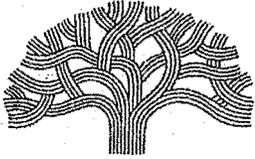
**Tenant**  
Pariss Kelly  
634 15th Street #613  
Oakland, CA 94612

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on January 22, 2019 in Oakland, CA.

  
\_\_\_\_\_  
Maxine Visaya  
Oakland Rent Adjustment Program

**000049**



CITY OF OAKLAND

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

2019 JAN 30 AM 10:08

APPEAL

Appellant's Name <i>Paris Kelly</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>639 15th STREET, OAKLAND CA 94612 #613</i>			
Appellant's Mailing Address (For receipt of notices) <i>2238 7th STREET Berkeley</i>		Case Number <i>118-0293</i>	Date of Decision appealed <i>1-11-2019</i>
Name of Representative (if any) <i>Paris Kelly Prop</i>		Representative's Mailing Address (For notices) <i>SCME</i>	

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)* **YES**
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board, *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
  - b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
  - c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
  - d)  The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
  - e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30 AM 10:08

- f)  I was denied a sufficient opportunity to present my claim or response to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g)  The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h)  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must not exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached. 23 pages

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •  
I declare under penalty of perjury under the laws of the State of California that on 1-30, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Paris Kell-1
<u>Address</u>	634 15th STREET
<u>City, State Zip</u>	OAKLAND, CA 94612 #613
<u>Name</u>	CLARIDGE HOTEL LLC
<u>Address</u>	1201 FULTON STREET
<u>City, State Zip</u>	SAN FRANCISCO 94117

	<u>1-30-2019</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

## IMPORTANT INFORMATION:

This appeal must be received by the Rent Adjustment Program, 2018 JAN 30 AM 10:08  
2350 Frank Ogawa Plaza, Suite 53 13,  
Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision  
was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a  
weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

Pariss Kelly Plaintiff  
 vs  
 Charidego HOTEL LLC  
 1201 Fulton Street  
 San Francisco, 94117 District  
 Maricella PREZOWENAR

RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM  
 2019 JAN 30 AM 10:08  
 OAKLAND PCA 94612-0843  
 510 238-3723  
 Date 1-30-2019

# APPEAL Statement

I, Pariss Kelly COMES NOW with Appeal statement  
 Material Facts was left out, I submitted pleading  
 statement at the Hearing 11-15-2018, plus the Hearing  
 Decision was mailed later, The document was completed  
 1-16-2019 AN was mailed 1-24-2019 Pariss Kelly received  
 it 1-28-2019 inadvertent error by RENT Adjustment  
 Program 14 TEEN Days later.

Material Facts that was missing are; math error  
 The entitled amount 1,495.00 for 12 months  
 plus \$60.00 due to no working heater is incorrect  
 my current rent is \$650.00 a month, the order has lowered  
 my rent to \$415.00. The difference of \$235.00 x 12 months is  
 = 2820 which is an overpayment, the correct amount is  
 \$ 1,533.00 Ambiguous, misleading.  
 2. decreased Housing services by a preponderance of  
 the evidence IS 34, Heating Code Breach of contract  
 Intermittently 28 179201 substandard building code  
 Heating violation HEALTH and safety 8 hours off  
 heater 16 hours

Pariss Kelly  
 1-27-2019

000053

Continuance

Appeal

Statement

RECEIVED  
CITY OF ORLANDO  
HOMELAND SECURITY PROGRAM  
2019 JAN 30 AM 10:08

3. Michelle Bird Director  
Sept 6 2018, The Facts  
that Centro Legal de la Raza  
Improper Action Asking for  
Recusal or Disqualification

4. Summary of Housing  
Brief Services  
Centro Legal de la Raza  
Attorney Leah Simon-Weisberg  
Minerva Galis

5. Director Michelle Bird  
Demand for Removal  
Centro Legal de la Raza

6. Defective Rep Petition  
May 16th May 18th  
Improper Submission

June 14th  
1-30-2019

000054



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 620 OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department  
Director's Office

(510) 238-3015  
FAX (510) 238-2087  
TDD (510) 238-3254

Sept. 6, 2018

Mr. Pariss Kelly  
634 – 15<sup>th</sup> Street, Unit #613  
Oakland, CA 94612

Dear Mr. Kelly,

I am in receipt of your letter dated July 3, 2018 and back-up documents, as well as documents sent to City Auditor Brenda Roberts, raising concerns about the legal services you received from Centro Legal de la Raza in addition to various other concerns. I appreciate the time you have taken to prepare documentation pertaining to your situation and the concerns you have registered. Below is a response to the concerns raised in the letter and accompanying documentation.

1. **Removal of Centro Legal de la Raza:** On May 16, 2018 Centro Legal de la Raza prepared and submitted a Tenant Petition on your behalf pertaining to issues you are having with your landlord. This petition was incomplete. Centro legal de la Raza corrected the error by completing the section that was missing, and on May 18<sup>th</sup> submitted a corrected version using the same Tenant Petition from May 16<sup>th</sup> which included your signature. This petition was accompanied by a letter stating that the prior petition should be disregarded.

On May 29, 2018 you submitted a new Tenant Petition that you filled in and on May 30, 2018, you requested that both the May 16<sup>th</sup> as well as the May 18<sup>th</sup> petitions be disregarded. Based on the latest Tenant Petition you submitted, a Hearing is now set for November 15, 2018 at which time your case will be heard by a Hearing Officer.

City of Oakland staff has informed Centro Legal de la Raza that an omission such as you experienced does not meet the City's standards for performance and they agreed that they will be more careful, acknowledging that this was a case of human error. The City will not be removing Centro Legal de la Raza from their role delivering legal services to low income tenants, however we do monitor their work closely to ensure they maintain a high level of performance. We will pay close attention to this type of issue.

With respect to your accusation of a false signature, it is the practice of Centro Legal de la Raza to use existing client signatures in a case where there is an addition of information to add to a petition, as opposed to requiring a new signature. As such they did not falsely sign on your behalf and we have been informed that the resubmittal using a current signature was done in agreement with you.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30 AM 10:08

With respect to the accusation of Centro Legal de la Raza aiding and abetting the Claridge Hotel LLC and their staff and representatives, we do not find that this is the case as they do not exclusively represent tenants and have informed us that they have had no communication with these parties.

- 2. **Hearing Notice:** Mr. Keith Mason informs me that you have a concern with the formatting of the Hearing Notice and the use of last names only for parties to a case. This is the City of Oakland Rent Adjustment Program's practice, and we will not be modifying that. The hearing is set for November 15, 2018 and we do hope you will make use of your due process rights as the petitioner in this case.
- 3. **City of Oakland Housing Resource Center Relocation Program:** A reference to "abuse of process" is handwritten on a form applying for the City's relocation program. Our relocation program staff are not in receipt of this application, and we are not clear about what process you feel has been abused. However, if you would think you are eligible and would like to apply, please contact Pam Hall at 510.238.3125.
- 4. **City of Oakland Planning and Building Department:** A reference to "abuse of process" is handwritten on a Notice of Violation and Record Detail with Comments document. We are not clear about what process you feel has been abused. A City inspector opened a case pertaining to your unit (634 – 15<sup>th</sup> Street, Unit #613). An inspection was made, violations were found, and the owner was cited. The inspector returned to the property five weeks later and inspected the property and found that repairs were made and all violations addressed. At that point, the case was closed.

I hope that this letter adequately addresses your concerns.

Sincerely,



Michele Byrd, Director  
Housing & Community Development Department

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2018 NOV 29 PM 12:27

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2018 SEP 31 AM 8:19

Paris Kelly / Plaintiff  
vs

Charidge Hotel  
1201 Fulton Street  
San Francisco, CA 94117 Defendant  
Maricela Perez Dueret

City of Oakland  
Rent Arbitration Program  
Oakland, CA 94612-0243  
2019 JAN 30 AM 10:08  
510 238-3721  
Date 1-13-2019

To Linda M Morza  
Hearing offer, 250 Frank H Owsa  
Plaza, Suite 5313, Oakland, California  
94612-2034.

§ 34.  
Intermittently  
Heating violation  
§ 17920.3 Substandard  
buildings. Infestation  
Violation

I Paris Kelly comes now with evidence's material fact that there are problems that still exist. At The Charidge Hotel, 634 15th Street, Oakland, CA 94612, 613 unit, § 34, Heating intermittently working 11-4-2018 violation verified unit 613, wood floor worn and moisture damaged by 100-year old Radiator or Heater Pictures of Heater are available, plus gaps and open joints else where making it difficult or impossible to clean, smoke alarm battery exhausted and beeping, due to neglect, the management is in my room every month for the last 4 years. 5-21-2018 code enforcement at 8:30 AM John Foyer inspector abated, Damage floor was replaced and new radiator installed, Radiator was not functional at the time of the inspection. Next visit or inspection by code enforcement date opened 3-10-9-2018 site visit 10-11-2018 John Foyer turned knob on radiator, state nothing happened because the building boiler was not on, time of inspection 2:22 PM 11-29-2018 inspected unit 613 with tenant and Alameda Vector Control. The Radiator in room is off at time of inspection time of inspection 1:46 PM 5-12-7-2018 Inspected with tenant verified Heater Benjamin 2:18:45 AM system was working no violations found.

§ 34 EVERY dwelling capable of maintaining a minimum room temperature 20 DEGREES F for 24 hours a day. There are Heating Violation in Room 613

000057

**§ 28. Electrical—Building Regulations***This is for Existing buildings*

Except as otherwise permitted or required by Division 13, Part 1.5, of the Health and Safety Code, by this subchapter or by other applicable laws and regulations, all buildings and structures subject to this subchapter shall comply with the regulations contained in the California Electrical Code, Part 3, Title 24, California Code of Regulations.

**AUTHORITY**

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17921, 17922, Health and Safety Code.

**HISTORY**

1. Change without regulatory effect amending section filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

**§ 30. Plumbing—Building Regulations**

Except as otherwise permitted or required by Division 13, Part 1.5, of the Health and Safety Code, by this subchapter, or by other applicable laws and regulations, all buildings and structures subject to the provisions of this subchapter shall comply with the regulations contained in the California Plumbing Code, Part 5, Title 24, California Code of Regulations.

**AUTHORITY**

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17921, 17922, Health and Safety Code.

**HISTORY**

1. Change without regulatory effect amending section heading and section filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

**Article 5. Existing Buildings****§ 32. Space, Occupancy, and Maintenance**

Except as otherwise permitted or required by Health and Safety Code, Division 13, Part 1.5, this subchapter or by other applicable laws and regulations, and the provisions of the 1997 Edition of the Uniform Housing Code, Chapters 4, 5, and 6, and Sections 701.2 and 701.3, as adopted by the International Conference of Building Officials, with the following State amendments, are hereby incorporated by reference and shall apply to buildings or structures subject to the provisions of this subchapter.

(a) **HOT WATER** is water supplied to plumbing fixtures at a temperature of not less than 110 degrees F (43.3 degrees C).

(b) **MECHANICAL CODE** is the California Mechanical Code contained in Part 4, Title 24, California Code of Regulations.

(c) **PLUMBING CODE** is the California Plumbing Code contained in Part 5, Title 24, California Code of Regulations.

**AUTHORITY**

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Section 17922, Health and Safety Code.

**HISTORY**

1. Amendment filed 6-5-86; effective thirtieth day thereafter (Register 86, No. 23).
2. Amendment filed 5-24-89; operative 6-23-89 (Register 89, No. 22).
3. Amendment filed 9-21-92; operative 10-21-92 (Register 92, No. 39).
4. Amendment filed 4-28-95; operative 4-30-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 17).
5. Change without regulatory effect adding new subsection (a) designator and new subsection (b) filed 7-10-95 pursuant to section 100, title 1, California Code of Regulations (Register 95, No. 28).
6. Amendment filed 7-23-98; operative 8-22-98 (Register 98, No. 30).
7. Change without regulatory effect amending first paragraph filed 6-23-2004 pursuant to section 100, title 1, California Code of Regulations (Register 2004, No. 26).

**§ 34. Heating**

(a) Every dwelling unit and guest room used or offered for rent or lease shall be provided with heating facilities capable of maintaining a minimum room temperature of 70 degrees F at a point three feet above the floor in all habitable rooms, and when the heating facilities are not under the control of the tenant or occupant of the building owner and/or manager, shall be required to provide that heat at a minimum temperature of 70 degrees F, 24 hours a day. These facilities shall be installed and maintained in a safe condition and in accordance with Chapter 37 of the Uniform Building Code, the Uniform Mechanical Code, and other applicable laws. No unvented fuel burning heaters shall be permitted. All heating devices or appliances shall be of the approved type.

(b) The provisions of Subsection (a) are subject to the exemption for existing buildings provided in Section 103, of the Uniform Housing Code.

(c) Those buildings and structures which are exempt from the requirements of Section 103 shall be provided with heat at a temperature as close to 70 degrees F as the existing heating facilities are capable of providing at a point three feet above the floor in all habitable rooms when the heating facilities are not under the control of the tenant.

**AUTHORITY**

Note: Authority cited: Sections 17003.5, 17921, 17922, 50061.5 and 50559, Health and Safety Code. Reference: Sections 17920.3, 17921 and 17922, Health and Safety Code.

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30 AM 10:09

§ 17920, 3 substandard buildings  
Infestation of insects  
5 pages

(e) "Enforcement" means diligent effort to secure compliance, including review of plans and permit applications, response to complaints, citation of violations, and other legal process. Except as otherwise provided in this part, "enforcement" may, but need not include inspections of existing buildings on which no complaint or permit application has been filed, and effort to secure compliance as to these existing buildings.

(f) "Fire protection district" means any special district, or any other municipal or public corporation or district, which is authorized by law to provide fire protection and prevention services.

(g) "Labeled" means equipment or materials to which has been attached a label, symbol, or other identifying mark of an organization, approved by the department, that maintains a periodic inspection program of production of labeled products, installations, equipment, or materials and by whose labeling the manufacturer indicates compliance with appropriate standards or performance in a specified manner.

(h) "Listed" means all products that appear in a list published by an approved testing or listing agency.

(i) "Listing agency" means an agency approved by the department that is in the business of listing and labeling products, materials, equipment, and installations tested by an approved testing agency, and that maintains a periodic inspection program on current production of listed products, equipment, and installations, and that, at least annually, makes available a published report of these listings.

(j) "Mold" means microscopic organisms or fungi that can grow in damp conditions in the interior of a building.

~~(j)-(k)~~ (k) "Noise insulation" means the protection of persons within buildings from excessive noise, however generated, originating within or without such buildings.

~~(k)-(l)~~ (l) "Nuisance" means any nuisance defined pursuant to Part 3 (commencing with Section 3479) of Division 4 of the Civil Code, or any other form of nuisance recognized at common law or in equity.

~~(l)-(m)~~ (m) "Public entity" has the same meaning as defined in Section 811.2 of the Government Code.

~~(m)-(n)~~ (n) "Testing agency" means an agency approved by the department as qualified and equipped for testing of products, materials, equipment, and installations in accordance with nationally recognized standards.

#### HISTORY

Amended by Stats. 1997, Ch. 645, Sec. 2. Effective January 1, 1998. Amended by Stats. 2015, Ch. 720, Sec. 2. Effective January 1, 2016.

### § 17920.3. Substandard buildings

Any building or portion thereof including any dwelling unit, guestroom or suite of rooms, or the premises on which the same is located, in which there exists any of the following listed conditions to an extent that endangers the life, limb, health, property, safety, or welfare of the public or the occupants thereof shall be deemed and hereby is declared to be a substandard building:

(a) Inadequate sanitation shall include, but not be limited to, the following:

- (1) Lack of, or improper water closet, lavatory, or bathtub or shower in a dwelling unit.
- (2) Lack of, or improper water closets, lavatories, and bathtubs or showers per number of guests in a hotel.
- (3) Lack of, or improper kitchen sink.
- (4) Lack of hot and cold running water to plumbing fixtures in a hotel.
- (5) Lack of hot and cold running water to plumbing fixtures in a dwelling unit.
- (6) Lack of adequate heating.
- (7) Lack of, or improper operation of required ventilating equipment.
- (8) Lack of minimum amounts of natural light and ventilation required by this code.
- (9) Room and space dimensions less than required by this code.
- (10) Lack of required electrical lighting.
- (11) Dampness of habitable rooms.

(12) Infestation of insects, vermin, or rodents as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the infestation can be determined by a code enforcement officer, as defined in Section 829.5 of the Penal Code, upon successful completion of a course of study in the appropriate subject matter as determined by the local jurisdiction.

(13) Visible mold growth, as determined by a health officer or a code enforcement officer, as defined in Section 829.5 of the Penal Code, excluding the presence of mold that is minor and found on surfaces that can accumulate moisture as part of their properly functioning and intended use.

~~(13)~~ (14) General dilapidation or improper maintenance.

~~(14)~~ (15) Lack of connection to required sewage disposal system.

~~(15)~~ (16) Lack of adequate garbage and rubbish storage and removal facilities, as determined by a health officer or, if an agreement does not exist with an agency that has a health officer, the lack of adequate garbage and rubbish removal facilities can be determined by a code enforcement officer as defined in Section 829.5 of the Penal Code.

(b) Structural hazards shall include, but not be limited to, the following:

- (1) Deteriorated or inadequate foundations.
- (2) Defective or deteriorated flooring or floor supports.
- (3) Flooring or floor supports of insufficient size to carry imposed loads with safety.

(4) Members of walls, partitions, or other vertical supports that split, lean, list, or buckle due to defective material or deterioration.

(5) Members of walls, partitions, or other vertical supports that are of insufficient size to carry imposed loads with safety.

(6) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members which sag, split, or buckle due to defective material or deterioration.

(7) Members of ceilings, roofs, ceiling and roof supports, or other horizontal members that are of insufficient size to carry imposed loads with safety.

(8) Fireplaces or chimneys which list, bulge, or settle due to defective material or deterioration.

(9) Fireplaces or chimneys which are of insufficient size or strength to carry imposed loads with safety.

(c) Any nuisance.

(d) All wiring, except that which conformed with all applicable laws in effect at the time of installation if it is currently in good and safe condition and working properly.

(e) All plumbing, except plumbing that conformed with all applicable laws in effect at the time of installation and has been maintained in good condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly, and that is free of cross connections and siphonage between fixtures.

(f) All mechanical equipment, including vents, except equipment that conformed with all applicable laws in effect at the time of installation and that has been maintained in good and safe condition, or that may not have conformed with all applicable laws in effect at the time of installation but is currently in good and safe condition and working properly.

(g) Faulty weather protection, which shall include, but not be limited to, the following:

(1) Deteriorated, crumbling, or loose plaster.

(2) Deteriorated or ineffective waterproofing of exterior walls, roofs, foundations, or floors, including broken windows or doors.

(3) Defective or lack of weather protection for exterior wall coverings, including lack of paint, or weathering due to lack of paint or other approved protective covering.

(4) Broken, rotted, split, or buckled exterior wall coverings or roof coverings.

(h) Any building or portion thereof, device, apparatus, equipment, combustible waste, or vegetation that, in the opinion of the chief of the fire department or his deputy, is in such a condition as to cause a fire or explosion or provide a ready fuel to augment the spread and intensity of fire or explosion arising from any cause.

(i) All materials of construction, except those that are specifically allowed or approved by this code, and that have been adequately maintained in good and safe condition.

(j) Those premises on which an accumulation of weeds, vegetation, junk, dead organic matter, debris, garbage, offal, rodent harborages, stagnant water, combustible materials, and similar materials or conditions constitute fire, health, or safety hazards.

(k) Any building or portion thereof that is determined to be an unsafe building due to inadequate maintenance, in accordance with the latest edition of the Uniform Building Code.

(l) All buildings or portions thereof not provided with adequate exit facilities as required by this code, except those buildings or portions thereof whose exit facilities conformed with all applicable laws at the time of their construction and that have been adequately maintained and increased in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

When an unsafe condition exists through lack of, or improper location of, exits, additional exits may be required to be installed.

(m) All buildings or portions thereof that are not provided with the fire-resistive construction or fire-extinguishing systems or equipment required by this code, except those buildings or portions thereof that conformed with all applicable laws at the time of their construction and whose fire-resistive integrity and fire-extinguishing systems or equipment have been adequately maintained and improved in relation to any increase in occupant load, alteration or addition, or any change in occupancy.

(n) All buildings or portions thereof occupied for living, sleeping, cooking, or dining purposes that were not designed or intended to be used for those occupancies.

(o) Inadequate structural resistance to horizontal forces.

"Substandard building" includes a building not in compliance with Section 13143.2.

However, a condition that would require displacement of sound walls or ceilings to meet height, length, or width requirements for ceilings, rooms, and dwelling units shall not by itself be considered sufficient existence of dangerous conditions making a building a substandard building, unless the building was constructed, altered, or converted in violation of those requirements in effect at the time of construction, alteration, or conversion.

#### HISTORY

Amended by Stats. 2013, Ch. 89, Sec. 2. Effective January 1, 2014. Amended by Stats. 2015, Ch. 720, Sec. 2. Effective January 1, 2016.

These are for new construction

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30 AM 10:09

**R303.4 Ventilation.** *Ventilation air rates shall be in compliance with the California Mechanical Code.*

**R303.5 Opening location.** Outdoor intake and exhaust openings shall be located in accordance with Sections R303.5.1 and R303.5.2.

**R303.5.1 Intake openings.** Mechanical and gravity outdoor air intake openings shall be located not less than 10 feet (3048 mm) from any hazardous or noxious contaminant, such as vents, chimneys, plumbing vents, streets, alleys, parking lots and loading docks.

For the purpose of this section, the exhaust from dwelling unit toilet rooms, bathrooms and kitchens shall not be considered as hazardous or noxious.

**Exceptions:**

1. The 10-foot (3048 mm) separation is not required where the intake opening is located 3 feet (914 mm) or greater below the contaminant source.
2. Vents and chimneys serving fuel-burning appliances shall be terminated in accordance with the applicable provisions of Chapters 18 and 24.
3. Clothes dryer exhaust ducts shall be terminated in accordance with Section M1502.3.

**R303.5.2 Exhaust openings.** Exhaust air shall not be directed onto walkways.

**R303.6 Outside opening protection.** Air exhaust and intake openings that terminate outdoors shall be protected with corrosion-resistant screens, louvers or grilles having an opening size of not less than 1/4 inch (6 mm) and a maximum opening size of 1/2 inch (13 mm), in any dimension. Openings shall be protected against local weather conditions. Outdoor air exhaust and intake openings shall meet the provisions for exterior wall opening protectives in accordance with this code.

**R303.7 Interior stairway illumination.** Interior stairways shall be provided with an artificial light source to illuminate the landings and treads. The light source shall be capable of illuminating treads and landings to levels of not less than 1 foot-candle (11 lux) as measured at the center of treads and landings. There shall be a wall switch at each floor level to control the light source where the stairway has six or more risers.

**Exception:** A switch is not required where remote, central or automatic control of lighting is provided.

**R303.8 Exterior stairway illumination.** Exterior stairways shall be provided with an artificial light source located at the top landing of the stairway. Exterior stairways providing

access to a basement from the outdoor grade level shall be provided with an artificial light source located at the bottom landing of the stairway.

**R303.8.1 Sunroom additions.** Required glazed openings shall be permitted to open into sunroom additions or patio covers that abut a street, yard or court if in excess of 40 percent of the exterior sunroom walls are open, or are enclosed only by insect screening, and the ceiling height of the sunroom is not less than 7 feet (2134 mm).

**R303.8.1.1 Passive solar energy collectors.** *When a passive solar energy collector is designed as a conditioned area it shall comply with the California Energy Code. Nonconditioned passive solar energy collectors are exempt from the California Energy Code.*

**R303.9 Required heating.** Where the winter design temperature in Table R301.2(1) is below 60°F (16°C), every dwelling unit shall be provided with heating facilities capable of maintaining a room temperature of not less than 68°F (20°C) at a point 3 feet (914 mm) above the floor and 2 feet (610 mm) from exterior walls in habitable rooms at the design temperature. The installation of one or more portable space heaters shall not be used to achieve compliance with this section.

*Note: See Section R301.1.1.1 for limited-density owner-built rural dwellings.*

**SECTION R304  
MINIMUM ROOM AREAS**

**R304.1 Minimum area.** Habitable rooms shall have a floor area of not less than 70 square feet (6.5 m<sup>2</sup>).

**Exceptions:** Kitchens.

**R304.2 Minimum dimensions.** Habitable rooms shall be not less than 7 feet (2134 mm) in any horizontal dimension.

**Exceptions:**

1. Kitchens.
2. Limited-density owner-built rural dwellings. See Section R301.1.1.1.

**R304.3 Height effect on room area.** Portions of a room with a sloping ceiling measuring less than 5 feet (1524 mm) or a furred ceiling measuring less than 7 feet (2134 mm) from the finished floor to the finished ceiling shall not be considered as contributing to the minimum required habitable area for that room.

**R304.5 Efficiency dwelling units. (HCD 1)** *Unless modified by local ordinance pursuant to Health and Safety Code*

000062

These are for new Construction

RECEIVED  
CITY OF OAKLAND  
2019 JAN 30 AM 10:09

*solar-heating devices shall be deemed as complying with the requirements of this section. If nonrenewable fuel is used in these dwellings, rooms so heated shall meet current installation standards.*

3. [OSHPD 1, 2, 3 & 4] Space heating systems shall comply with the requirements of the California Mechanical Code.
4. [HCD 1] When a passive solar energy collector is designed as a conditioned area it shall comply with the California Energy Code. Nonconditioned passive solar energy collectors are exempt from compliance with the California Energy Code.

**SECTION 1205  
LIGHTING**

**1205.1 General.** Every space intended for human occupancy shall be provided with natural light by means of exterior glazed openings in accordance with Section 1205.2 or shall be provided with artificial light in accordance with Section 1205.3. Exterior glazed openings shall open directly onto a public way or onto a yard or court in accordance with Section 1206.

[HCD 1] Glazed openings may open into a passive solar energy collector provided the area of exterior glazed openings in the passive solar energy collector is increased to compensate for the area required by the interior space.

**1205.2 Natural light.** The minimum net glazed area shall be not less than 8 percent of the floor area of the room served.

**1205.2.1 Adjoining spaces.** For the purpose of natural lighting, any room is permitted to be considered as a portion of an adjoining room where one-half of the area of the common wall is open and unobstructed and provides an opening of not less than one-tenth of the floor area of the interior room or 25 square feet (2.32 m<sup>2</sup>), whichever is greater.

**Exception:** Openings required for natural light shall be permitted to open into a sunroom with thermal isolation or a patio cover where the common wall provides a glazed area of not less than one-tenth of the floor area of the interior room or 20 square feet (1.86 m<sup>2</sup>), whichever is greater.

**1205.2.2 Exterior openings.** Exterior openings required by Section 1205.2 for natural light shall open directly onto a public way, yard or court, as set forth in Section 1206.

**Exceptions:**

1. Required exterior openings are permitted to open into a roofed porch where the porch meets all of the following criteria:
  - 1.1. Abuts a public way, yard or court.
  - 1.2. Has a ceiling height of not less than 7 feet (2134 mm).
  - 1.3. Has a longer side at least 65 percent open and unobstructed.
2. Skylights are not required to open directly onto a public way, yard or court.

**1205.3 Artificial light.** Artificial light shall be provided that is adequate to provide an average illumination of 10 footcandles (107 lux) over the area of the room at a height of 30 inches (762 mm) above the floor level.

**1205.4 Stairway illumination.** Stairways within dwelling units and exterior stairways serving a dwelling unit shall have an illumination level on tread runs of not less than 1 footcandle (11 lux). Stairways in other occupancies shall be governed by Chapter 10.

**1205.4.1 Controls.** The control for activation of the required stairway lighting shall be in accordance with the California Electrical Code.

**1205.5 Emergency egress lighting.** The means of egress shall be illuminated in accordance with Section 1006.1.

**1205.6 Light pollution reduction.** [BSC-CG] See California Green Building Standards Code, Chapter 5, Division 5.1 for additional light pollution reduction requirements.

**1205.7 Campus lighting for parking facilities and primary walkways at California state universities, colleges and community colleges.** [BSC] Artificial light shall be provided for parking facilities and primary walkways at California State Universities, colleges and community colleges in accordance with provisions of this subsection. This subsection shall not apply to the University of California unless the Regents of the University of California, by resolution, make it applicable.

**1205.7.1 Lighting requirements.** Based on the recommendations of the most current edition of the Illumination Engineering Society lighting handbook, the following lighting standards shall be used for all new construction of open parking facilities, covered parking facilities and primary walkways:

1. Open and covered parking facilities.
  - 1.1. Medium-level activity usage when medium usage is present.
  - 1.2. High-level activity usage when high usage is present.
2. Primary campus walkways.
  - 2.1. Medium-level activity usage when medium usage is present.
  - 2.2. High-level activity usage when high usage is present.

**SECTION 1206  
YARDS OR COURTS**

**1206.1 General.** This section shall apply to yards and courts adjacent to exterior openings that provide natural light or ventilation. Such yards and courts shall be on the same lot as the building.

**1206.2 Yards.** Yards shall be not less than 3 feet (914 mm) in width for buildings two stories or less above grade plane. For buildings more than two stories above grade plane, the minimum width of the yard shall be increased at the rate of 1 foot (305 mm) for each additional story. For buildings exceeding 14 stories above grade plane, the required width of the yard shall be computed on the basis of 14 stories above grade plane.

These are for new construction.

50 square feet (1.02 L/s for each 10 m<sup>2</sup>) of crawl-space floor area and the ground surface is covered with a Class I vapor retarder.

4. Ventilation openings are not required where the ground surface is covered with a Class I vapor retarder, the perimeter walls are insulated and the space is conditioned in accordance with the *California Energy Code*.
5. For buildings in flood hazard areas as established in Section 1612.3, the openings for under-floor ventilation shall be deemed as meeting the flood opening requirements of ASCE 24 provided that the ventilation openings are designed and installed in accordance with ASCE 24.
6. **[SPCB]** For purposes of structural pest control inspections, ventilation shall be considered inadequate when the lack thereof has contributed to the growth of wood-destroying pests or organisms.

**1203.5 Natural ventilation.** Natural ventilation of an occupied space shall be through windows, doors, louvers or other openings to the outdoors. The operating mechanism for such openings shall be provided with ready access so that the openings are readily controllable by the building occupants.

**[HCD 1]** In employee housing, all openable windows in rooms used for living, dining, cooking or sleeping purposes, and toilet and bath buildings, shall be provided and maintained with insect screening.

**[HCD 1]** Door openings of rooms used for dining, cooking, toilet and bathing facilities in employee housing shall be provided and maintained with insect screening or with solid doors equipped with self-closing devices in lieu thereof, when approved by the enforcement agency.

**[HCD 1]** The windows, doors, louvers or other approved closeable openings not required by Section 1029 may open into a passive solar energy collector for ventilation required by this section. The area of ventilation openings to the outside of the passive solar energy collector shall be increased to compensate for the openings required by the interior space.

**1203.5.1 Ventilation area required.** The openable area of the openings to the outdoors shall be not less than 4 percent of the floor area being ventilated.

**1203.5.1.1 Adjoining spaces.** Where rooms and spaces without openings to the outdoors are ventilated through an adjoining room, the opening to the adjoining room shall be unobstructed and shall have an area of not less than 8 percent of the floor area of the interior room or space, but not less than 25 square feet (2.3 m<sup>2</sup>). The openable area of the openings to the outdoors shall be based on the total floor area being ventilated.

**Exception:** Exterior openings required for ventilation shall be permitted to open into a sunroom with thermal isolation or a patio cover provided that the openable area between the sunroom addition or patio cover and the interior room shall have an area of not less than 8 percent of the floor area of the interior room or space, but not less than 20 square feet (1.86 m<sup>2</sup>). The openable area of the openings to

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30 AM 10:09

the outdoors shall be based on the total floor area being ventilated.

**1203.5.1.2 Openings below grade.** Where openings below grade provide required natural ventilation, the outside horizontal clear space measured perpendicular to the opening shall be one and one-half times the depth of the opening. The depth of the opening shall be measured from the average adjoining ground level to the bottom of the opening.

**1203.5.2 Contaminants exhausted.** Contaminant sources in naturally ventilated spaces shall be removed in accordance with the *California Mechanical Code* and the *California Fire Code*.

**1203.5.2.1 Bathrooms.** Rooms containing bathtubs, showers, spas and similar bathing fixtures shall be mechanically ventilated in accordance with the *California Mechanical Code*.

The minimum exhaust rate shall not be less than that established by Table 403.7 "Minimum Exhaust Rates." See *California Mechanical Code, Chapter 5*, for additional provisions related to environmental air ducts.

**[HCD 1]** In addition to the requirements in this section and in the *California Mechanical Code*, bathrooms in Group R occupancies shall be mechanically ventilated in accordance with the *California Green Building Standards Code (CALGreen), Chapter 4, Division 4.5*.

**1203.5.3 Openings on yards or courts.** Where natural ventilation is to be provided by openings onto yards or courts, such yards or courts shall comply with Section 1206.

**1203.6 Other ventilation and exhaust systems.** Ventilation and exhaust systems for occupancies and operations involving flammable or combustible hazards or other contaminant sources as covered in the *California Mechanical Code* or the *California Fire Code* shall be provided as required by both codes.

## SECTION 1204 TEMPERATURE CONTROL

**1204.1 Equipment and systems.** Interior spaces intended for human occupancy shall be provided with active or passive space heating systems capable of maintaining an indoor temperature of not less than 68°F (20°C) at a point 3 feet (914 mm) above the floor on the design heating day.

### Exceptions:

1. Space heating systems are not required for:
  - 1.1. Interior spaces where the primary purpose of the space is not associated with human comfort.
  - 1.2. Group F, H, S or U occupancies.
2. **[HCD 1]** For limited-density owner-built rural dwellings, a heating facility or appliance shall be installed in each dwelling subject to the provisions of Subchapter 1, Chapter 1, Title 25, *California Code of Regulations, commencing with Section 74*; however, there shall be no specified requirement for heating capacity or temperature maintenance. The use of solid-fuel or

Continuance

\$17920.3 substandard buildings

Infestation

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 JAN 30 AM 10:09

- Bed Bug

- Cockroaches

The Claridge Hotel starting spraying  
 for roaches in 2014, once a month, 12 times a year  
 calculated by 4 years = 48 times plus 2018. Another 18 times  
 Total = 66 times still there's roaches, code enforcement  
 vector control, inspected my room 11-27-2018, there were  
 roaches present. Two page document states Continuance  
 The first and only rent increase was in 2-1-2018  
 Paris Kelly has only received one written 3 page document  
 the other increase was spoken or verbal imposed by illegal  
 documents in house. 2016-2018, pictures of bed bugs  
 and roaches.

Alameda County Health Care Services Agency  
 Vector Control Services District  
 Request for Services

Report Date: 12/04/2018  
 Census Tract: 4028

RECEIVED  
 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM

Request Number: <b>2018-001231</b>	Location: <b>634 15th Street 61309 Oakland, CA 94612</b>
Contact Name: Pariss Kelly Phone: 510-646-2797	Reported By Name: Pariss Kelly Address: Phone: 510-646-2797 Alt Phone: Email Address:
Reason for Request: bed bugs and cockroaches	Priority: 1-3 Days
Assigned To: Michael Heung	District: 1
Received By: Patriece Rogers	Date Received: 04/05/2018
Reason: 111 - Bed Bug	30 - Cockroaches

**REPORT OF INVESTIGATION**

Date: 04/06/2018 VCO: Bridget Mooney Reason: Bed Bug  
 Services:  
 32 - joint activity  
 57 - interior inspection only  
 Narrative:  
 Accompanied VCB M. Heung and A. Why with a bed bug and cockroach inspection. We found bed bugs and cockroaches in the 2 units that we inspected (612 and 611). Bedbug lifestages ranging from small nymph to adult were collected. We encountered other tenants in the hallway, who said that they also have issues with cockroaches and bedbugs. The manager said that the previous owner would conduct building-wide treatments, but that the current owner only does spot treatments. There is a treatment planned for these 2 units next week. Heung will stay in contact.

Date: 04/06/2018 VCO: Michael Heung Reason: Bed Bug  
 Services:  
 01 - Initial Request  
 Narrative:  
 Visited with VCBs Mooney and Why. We first interviewed the management staff, Wilda and Nicole. They said that the tenant of room 613, Pariss Kelly only informed the management yesterday that his room is infested with bed bugs and cockroaches, and the management has scheduled Bust-a-Bug Pest Control Company to provide treatment to his room next Tuesday (4/10/18). Nicole then went out of the office to serve a notice and a 'what to do list' to Pariss. We then went up to room 613 to meet Pariss. The room was then inspected. Evidence of bed bugs, including live ones, were observed in the bed. German cockroaches were seen in cabinets and inside some cracks along the ceiling line. Pariss knows that his room is going to be treated by a pest control company on the coming Tuesday. He was advised to render full cooperation with the management and the pest control exterminator, and to observe the 'what to do list' to make his room ready for treatment. Efforts were made to inspect the neighboring rooms but no one was home except room 612. Upon enquiry, the tenant of room 612, James Butts (310-892-4661) said that he also has bed bug and cockroach problems. He allowed us to inspect his room and evidence of bed bugs and German cockroaches was detected. He was informed that the management might provide him a treatment on Tuesday (4/10). Necessary advice was given to him. We then went back to the management office and confirmed that a pest control service can be given to room 612 on 4/10. Nicole immediately issued a prior notice and a 'What to do list' to James. Wilda was also requested to alert the pest control staff to inspect the neighboring rooms of 612 & 613.

Date: 04/06/2018 VCO: Adena Why Reason: Bed Bug  
 Services:  
 01 - Initial Request  
 32 - joint activity  
 Narrative:  
 Assisted Senior VCB Heung and VCB B. Mooney in performing an inspection for bedbugs and cockroaches. Please see Heung's narrative for the full details.

Date: 04/18/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:

Alameda County Health Care Services Agency  
 Vector Control Services District  
 Request for Services

Report Date: 12/04/2018  
 CensusTract: 4028

Request Number: **2018-001231** Location: **634 15th Street 613  
 Oakland, CA 94612**

2019 JAN 30 AM 10:10

**Continuation...**

*Narrative:*

With S.VCB Heung inspected this tenants unit for German cockroaches. Unit is being treated monthly by a PCO, but is continuing to have roach activity. Found many dead roaches laying along the floor wall perimeter, live cockroaches were found along the ceiling wall perimeters and inside a floor level wooden cabinet. Tenant reported roaches walking on him at night while he is laying on his floor level mattress. Tenant was advised by S.VCB Heung to clean-up and remove all dead roaches after the PCO does treatments. Management was advised to increase treatments with cockroach gel and to use insect monitors as tools to monitor the roach population.

Date: 06/29/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 02 - RFS followup/evaluation inspection

*Narrative:*

Parris called and requested for another inspection. Visited with VCB West and Parris was interviewed. He claimed that his unit was treated on Monday (6/25) by a pest control but cockroaches were still observed. His unit was then inspected. Both dead and live cockroaches were observed. Parris was advised to sweep up the dead cockroaches and to keep his unit clean. The management staff, Nicole and Jose were later interviewed. They were informed of my findings and requested to provide treatment to Parris's unit once a week using other approach other than spraying until the problem is solved.

Date: 07/18/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 02 - RFS followup/evaluation inspection

*Narrative:*

Parris called and said that he worried his unit might have too much chemicals because his unit has been sprayed too many times. Visited and Nicole and Jose of the management was interviewed. They were informed of Paris's worry and advised to use gel bait, traps and boric acid to treat Parris's unit.

Date: 08/03/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 02 - RFS followup/evaluation inspection

*Narrative:*

Parris called and claimed that he still has cockroaches in his unit after any other spraying by the management. Visited and Parris was interviewed. Condition in the unit was much improved. Only 3 live cockroaches was observed(one in a cabinet, 2 on the wall). The management staff, Nicole was reminded to not just treat Parris's unit but all the neighboring units and to seal off all the cracks and crevices along the ceiling line and the baseboard.

Date: 08/30/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 02 - RFS followup/evaluation inspection

*Narrative:*

Checked and the assistant manager of the building, Nicole was interviewed. She said the pest control company would treat unit 613 today and David, head of the management office would be there too.

Date: 11/27/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 02 - RFS followup/evaluation inspection  
 09 - request for service Closed

*Narrative:*

Checked and Pariss was contacted. He said that although the cockroach condition had been improved but cockroaches were still sometimes seen in his apartment. The new manager of the maintenance section of Claridge Hotel, John McClellan (415-861-3925) was later contacted over the phone. He said he got a new pest control company to provide regular service to the hotel. He was advised to alert the pest control company to do a thorough job to unit 613 and the units left and right, up and down, and to seal all the cracks and crevices providing hiding spaces for cockroaches. Case close.

Date: 11/29/2018 VCO: Michael Heung Reason: Cockroach - German  
 Services:  
 13 - consultation: public (field or front counter)

*Narrative:*

Supervisor Paul Cooper asked me to accompany him to Claridge Hotel to meet Benjamin Lai (510-238-6148) with City of Oakland Planning and Building Department. Met Benjamin, Management staff Nicole and Jose, and tenant of unit 613, Parris on site. The issue of cockroach control was discussed. Oakland code is aware of the problem and will follow up if needed.

Defective



RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 JAN 30

**CENTRO LEGAL DE LA RAZA**

3022 International Blvd., Suite 411  
Oakland, California 94601  
phone: 510-437-1554  
Fax: 510-437-9164  
centrolegal@centrolegal.org



30 JAN 1:05

CENTRO LEGAL DE LA RAZA ("Centro Legal" or "we") met with Pariss Kelley (CLIENT or "you") today regarding: RAP petition

**1. SERVICE PROVIDED DURING CONSULTATION:**

- Preliminary investigation
- Advised on eviction process
- Advised on Just Cause Ordinance
- Advised on Rent Control Ordinance
- Advised on Oakland Tenant Protection Ordinance
- Reviewed court/petition documents
- Prepared RAP Petition/Appeal
- Drafted letter to landlord on your behalf regarding the concerns addressed in your consultation
- Assisted with Ex Part Stay of Execution
- Prepared pro per answer & fee waiver application
- Advice & Counsel on rights & next steps (see below)

**Other advice or service/counsel provided:**

- 1) Come back to ~~the~~ fill out RAP petition w/ documentation and evidence of all bad conditions.
- 2) Get a copy of a report from vector control and bring with you for your appointment.
- 3) Bring copies of all photos related to the bad conditions.
- 4) Fill out the bad conditions worksheet.

**2. REFERRALS PROVIDED:**

- East Bay Community Law Center
- Eviction Defense Center
- Bay Area Legal Aid
- Self Help Center
- Private attorneys
- Advised on Vector Control and/or Code Compliance
- Other(s) na

**3. ADDITIONAL SERVICES TO BE PERFORMED AFTER CONSULTATION N/A**

Centro Legal does not agree to do anything more than is stated above. Unless explicitly stated otherwise, we are NOT agreeing to represent you in court or at a hearing. YOU ARE RESPONSIBLE FOR YOUR CASE/SITUATION.

**NOTE: ALL CLIENT RECORDS WILL BE DESTROYED SIX (6) YEARS FROM JUNE OF THIS YEAR**

Lak Simon Wash Centro Legal Attorney      9/26/2018 Date

Assistant/Principal  
Minerva Estro

000068

Pariss Kelly  
vs Plaintiff

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2019 JAN 30 AM 10:10

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
OAKLAND, CA 94612-0243

510 238-3721 "Affidavit"  
Date 7-3-2018

Claridge Hotel  
LLC  
1201 Fulton Street  
San Francisco, CA 94117  
maricela PEREZ OWNER  
Defendant

DEMAND for REMOVAL  
of CENTRO LEGAL DE HARAZA  
3022 International Blvd, Suite 411  
Oakland, California 94601  
phone 510 437-1554

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
JAN 30 AM 11:03

To THE Director Michelle Bird

I Pariss Kelly comes now with demand for removal  
of CENTRO LEGAL DE HARAZA, 3022 International Blvd, Suite  
411, Oakland, California 94601, phone 510 437-1554  
on 4-26-2018 Pariss Kelly had CENTRO LEGAL DE HARAZA  
prepared proper ANSWER + Fee Waiver Application. MINERA  
golis paraharak, filed Rep Petition on 16th of May.  
Retraction on because, It contained an Incomplete section  
on May 18, a Rep petition was filed as it was incomplete  
3 section was not complete, plus false signature on  
Rep petition, filed on 18th of May, Pariss Kelly filed tenant  
petition on May 29th 2018. It took 28 day to prepare  
Rep petition, Both tenant petitions was defective the 16th  
May + 18th of May. I accuse CENTRO LEGAL DE HARAZA  
1900 false signature, Aiding and abetting the Claridge  
Hotel LLC, OWNER MARICELA PEREZ.

Pariss Kelly

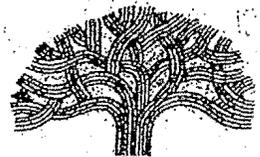
Defective

RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM  
copy of previous RAP petition submitted

2019 JAN 30 AM 10:10

2019 MAY 20 PM 1:05

RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM  
For date stamp  
2019 MAY 16 AM 9:37



CITY OF OAKLAND

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
P.O. Box 70243  
Oakland, CA 94612-0243  
(510) 238-3721

TENANT PETITION

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name <i>Pariss Kelly</i>	Rental Address (with zip code) <i>634 15th St. Unit #6B Oakland, CA 94612</i>	Telephone: <i>510-646-2797</i>
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone: <i>510-646-2797</i>
		Email:
Property Owner(s) name(s) <i>Claridge Hotel LLC</i>	Mailing Address (with zip code) <i>1201 Fulton Street San Francisco, CA 94117</i>	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

← mistake

Number of units on the property: 203

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. I (We) contest one or more rent increases on one or more of the following grounds:

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

*1' Defective*

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 JAN 30 AM 10:40

*stack 3*

	rent increase.
	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
X	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

**II. RENTAL HISTORY: (You must complete this section)**

Date you moved into the Unit: October 2012 *mistake* Initial Rent: \$ 600.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Never If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes  No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

*7*

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

- Yes
- No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

- Are you being charged for services originally paid by the owner?  Yes  No
- Have you lost services originally provided by the owner or have the conditions changed?  Yes  No
- Are you claiming any serious problem(s) with the condition of your rental unit?  Yes  No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

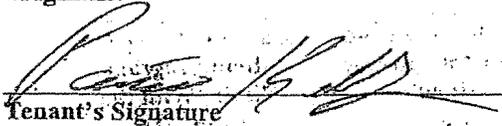
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

  
Tenant's Signature

5-3-2018 ← mistakes  
Date

[Empty rectangular box for additional information]

[Empty rectangular box for additional information]

## CONSOLIDATED CHRONOLOGICAL CASE REPORT

Case Nos. & Names      T18-0172, Embaye v. Amin  
                                 T18-0183, Embaye v. Amin

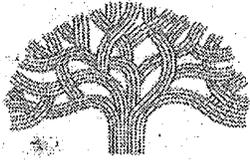
Property Address:      3133 Beaumont Ave., Oakland, CA

Parties:                    Cases Dismissed

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (CASE T17-0172)	February 29, 2018
Tenant Petition filed (CASE T17-0183)	March 7, 2018
Dismissal mailed to all parties in both cases	August 21, 2018
Tenant Appeal filed for both cases	September 6, 2018

T18-0172 MS/SK



CITY OF OAKLAND

**CITY OF OAKLAND**  
**RENT ADJUSTMENT PROGRAM**  
P.O. Box 70243  
Oakland, CA 94612-0243  
(510) 238-3721

RENT ADJUSTMENT PROGRAM  
For date stamp  
2018 FEB 29 AM 10:30

**TENANT PETITION**

2018 FEB 29 AM 10:31

Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name <b>MICHAEL EMBAYE</b>	Rental Address (with zip code) <b>3133 BEAUMONT AVE OAK, CA 94602</b>	Telephone: <b>510-946-5952</b>
Your Representative's Name <b>SAID AMIN</b>	Mailing Address (with zip code) <b>3133 BEAUMONT AVE OAK, CA 94602</b>	Telephone: <b>415-856-0201</b>
Property Owner(s) name(s) <b>SUB OWNER SAID-AMIN</b>	Mailing Address (with zip code) <b>3133 BEAUMONT AVE OAK, CA 94602</b>	Telephone: <b>415-856-0201</b>
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: **UPSTAIRS 5 UNITS**

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input checked="" type="checkbox"/> The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" type="checkbox"/> I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

<input checked="" type="checkbox"/> (a) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input checked="" type="checkbox"/> (b) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s). <u>SUBOWNER</u>
<input checked="" type="checkbox"/> (c) The rent increase notice(s) was (were) not given to me in compliance with State law.
<input checked="" type="checkbox"/> (d) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
<input checked="" type="checkbox"/> (m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

**II. RENTAL HISTORY: (You must complete this section)**

Date you moved into the Unit: YES Initial Rent: \$ 560<sup>00</sup> /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 4 months If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes  No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition? <i>IT'S PAST &amp; NOW</i>	Did You Receive a Rent Program Notice With the Notice Of Increase? <i>NO</i>
		From	To		
<u>NO</u>	<u>NO</u>	\$ <u>500</u>	\$ <u>560</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$ <u>660</u>	\$ <u>700</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a *RAP Notice* with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

Yes

No

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?

Yes  No

Have you lost services originally provided by the owner or have the conditions changed?

Yes  No

Are you claiming any serious problem(s) with the condition of your rental unit?

Yes  No

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

*I PAID CASH FOR THE GARBAGE BAG*

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

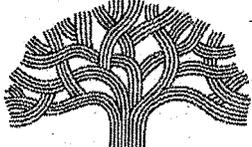
*Michael Embage*

Tenant's Signature

*2/28/18*

Date

T18-0183 MS/6K

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp: PETITION AND MEDIATION PROGRAM 2018 MAR -7 AM 11:57
	<b>TENANT PETITION</b>	

**Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.**

**Please print legibly**

Your Name MICHAEL ELABAYE	Rental Address (with zip code) 3133 BEAUMONT AVE OAKLAND, CA 94602	Telephone: 510-940-5952
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) SAID AMIN	Mailing Address (with zip code) 3133 BEAUMONT AVE OAKLAND, CA 94602	Telephone: 415-550-0201
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 4

Type of unit you rent (check one)	<input type="checkbox"/> House	<input type="checkbox"/> Condominium	<input checked="" type="checkbox"/> Apartment, Room, or Live-Work
Are you current on your rent? (check one)	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

If you are not current on your rent, please explain. (If you are legally withholding rent state what, if any, habitability violations exist in your unit.)

**I. GROUNDS FOR PETITION:** Check all that apply. You must check at least one box. For all of the grounds for a petition see OMC 8.22.070 and OMC 8.22.090. **I (We) contest one or more rent increases on one or more of the following grounds:**

<input type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
<input type="checkbox"/> (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input type="checkbox"/> (c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X (i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
(n) The rent was raised illegally after the unit was vacated as set forth under OMC 8.22.080.

**II. RENTAL HISTORY: (You must complete this section)**

Date you moved into the Unit: around 9/1/15 Initial Rent: \$ 550<sup>00</sup> /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: NOISE. If never provided, enter "Never."

Is your rent subsidized or controlled by any government agency, including HUD (Section 8)? Yes  No

List all rent increases that you want to challenge. Begin with the most recent and work backwards. If you need additional space, please attach another sheet. If you never received the RAP Notice you can contest all past increases. You must check "Yes" next to each increase that you are challenging.

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From <u>65</u>	To		
<u>2/28/18</u>	<u>2/28/18</u>	\$ <u>650<sup>00</sup></u>	\$ <u>700<sup>00</sup></u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>SOMETIME</u>	<u>IN 2017</u>	\$ <u>650</u>	\$ <u>650</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>SOMETIME</u>	<u>IN 2017</u>	\$ <u>550</u>	\$ <u>600</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* You have 90 days from the date of notice of increase or from the first date you received written notice of the existence of the Rent Adjustment program (whichever is later) to contest a rent increase. (O.M.C. 8.22.090 A 2) If you did not receive a RAP Notice with the rent increase you are contesting but have received it in the past, you have 120 days to file a petition. (O.M.C. 8.22.090 A 3)

Have you ever filed a petition for this rental unit?

Yes  
 No

Feb 28<sup>th</sup> 2018

List case number(s) of all Petition(s) you have ever filed for this rental unit and all other relevant Petitions:

**III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:**

Decreased or inadequate housing services are considered an increase in rent. If you claim an unlawful rent increase for problems in your unit, or because the owner has taken away a housing service, you must complete this section.

Are you being charged for services originally paid by the owner?  Yes  No

Have you lost services originally provided by the owner or have the conditions changed?  Yes  No

Are you claiming any serious problem(s) with the condition of your rental unit?  Yes  No

HE IS VERY AGGRESSIVE

If you answered "Yes" to any of the above, or if you checked box (h) or (i) on page 2, please attach a separate sheet listing a description of the reduced service(s) and problem(s). Be sure to include the following:

- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

You have the option to have a City inspector come to your unit and inspect for any code violation. To make an appointment, call the City of Oakland, Code of Compliance Unit at (510) 238-3381.

**IV. VERIFICATION:** The tenant must sign:

I declare under penalty of perjury pursuant to the laws of the State of California that everything I said in this petition is true and that all of the documents attached to the petition are true copies of the originals.

*Michael Embury*

3/7/18

Tenant's Signature

Date

**V. MEDIATION AVAILABLE:** Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal hearing before a different Rent Adjustment Program Hearing Officer.

You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements. Any fees charged by an outside mediator for mediation of rent disputes will be the responsibility of the parties requesting the use of their services.

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program). **The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition.** Rent Board Regulation 8.22.100.A.

**If you want to schedule your case for mediation, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer (no charge).

\_\_\_\_\_  
Tenant's Signature

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit.** **Mail to:** Oakland Rent Adjustment Program, P.O. Box 70243, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; **RAP Online Petitioning System:** <http://rapwp.oaklandnet.com/petition-forms/>. For more information, please call: (510) 238-3721.

### **File Review**

Your property owner(s) will be required to file a response to this petition with the Rent Adjustment office within 35 days of notification by the Rent Adjustment Program. When it is received, the RAP office will send you a copy of the Property Owner's Response form. Any attachments or supporting documentation from the owner will be available for review in the RAP office by appointment. To schedule a file review, please call the Rent Adjustment Program office at (510) 238-3721. If you filed your petition at the RAP Online Petitioning System, the owner may use the online system to submit the owner response and attachments, which would be accessible there for your review.

## **VII. HOW DID YOU LEARN ABOUT THE RENT ADJUSTMENT PROGRAM?**

- Printed form provided by the owner  
 Pamphlet distributed by the Rent Adjustment Program  
 Legal services or community organization  
 Sign on bus or bus shelter  
 Rent Adjustment Program web site  
 Other (describe): \_\_\_\_\_

2010 MAR -7 AM 11:57

SALD AMIN -

I AFTER I FILED THE PETITION  
HE TURNED OFF THE TV HE LEFT IN  
THE DARK. HE MAKE US PAY FOR  
THE TRASH BAG & I AM NOT SURE WHAT  
ELSE IS GOING TO DO NEXT TIME.

Muhul Eusefe

3/7/18

DECLARATION OF MICHAEL EMBAYE RENT ADJUSTMENT PROGRAM  
RENT ADJUSTMENT CASE NO. CASE FILED 2/28/18 -7 PM12:11  
(if applicable)

The purpose of this declaration is to inform the City of Oakland Rent Adjustment Program about what I think is a violation of the Rent Adjustment Ordinance.

I, MICHAEL EMBAYE, an adult, 18 years of age or older, declare as follows:  
(please print your name)

THE MANAGER REFUSED TO TAKE THE  
MONTHLY RENT AMOUNT 650<sup>00</sup> (Six Hundred Fifty)  
DOLLARS. HE HANDED IT BACK TO ME.

RENT ADJUSTMENT PROGRAM  
2018 MAR -7 PM12:11

(attach extra sheets if necessary)

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed at Oakland, California on 3/7/18, ~~2018~~ 2018

Michael Embaye  
Signature

RENT ARBITRATION PROGRAM

2010 MAR -7 PM 12:11

SENAYO TESFAMICAF

SAIO-AMIN

Six hundred and fifty dollars 00

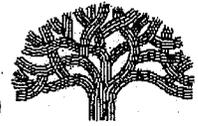
34

BANK TEST

Room RENT 304 + the rent sticker - 18



000083



P. O. BOX 70243, OAKLAND, CALIFORNIA 94612-2043

Department of Housing and Community Development  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
TDD (510) 238-3254

## **DISMISSAL**

**CASE NUMBERS:** T18-0172 & T18-0183, Embaye v. Amin

**PROPERTY ADDRESS:** 3133 Beaumont Ave., Oakland, CA

**HEARING DATE:** August 21, 2018

### **INTRODUCTION**

A Notice of Hearing was mailed to the parties, including the tenant petitioner, at his address. The Hearing came on regularly on August 21, 2018 at 10:00 A.M.

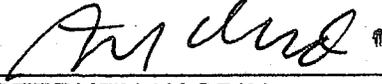
### **DISMISSAL**

The Hearing was called at 10:20 A.M. The tenant did not appear and the Rent Adjustment Program received no communication regarding his non-appearance. The petition is dismissed because the tenant failed to appear at the Hearing.<sup>1</sup>

### **RIGHT TO APPEAL**

**Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 21, 2018

  
\_\_\_\_\_  
STEPHEN KASDIN  
Hearing Officer  
Rent Adjustment Program

<sup>1</sup> Regulations, Section 8.22.110(G)

## PROOF OF SERVICE

Case Numbers: T18-0172 & T18-0183 (Embaye v. Amin)

I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California 94612.

Today, I served the attached **Dismissal** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

Michael Embaye  
3133 Beaumont Ave.  
Oakland, CA 94602

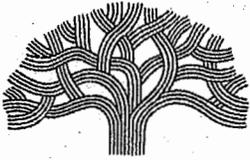
Said Amin  
3133 Beaumont Ave.  
Oakland, CA 94602

I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first class postage thereon fully prepaid in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on August 21, 2018, in Oakland, California.

  
\_\_\_\_\_  
Stephen Kasdin  
Oakland Rent Adjustment Program

000085



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

For date stamp.

Rec'd. 9-06-2018  
Rent Adjustment  
Program  
**APPEAL**

Appellant's Name <b>MICHAEL EMBAYE</b>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>3133 BEAUMONT AVE OAKLAND, CA 94602</b>			
Appellant's Mailing Address (For receipt of notices) <b>3255 SAN PABLO AVE OAKLAND, CA 94608</b>		Case Number <b>T18-0172 &amp; T180183</b>	Date of Decision appealed <b>August 21, 2018</b>
Name of Representative (if any) <b>T18-0183 T18-0172</b>	Representative's Mailing Address (For notices) <del>SALIA RAMON 3133 BEAUMONT AVE OAKLAND, CA 94602</del> <b>AA</b>		

Please select your ground(s) for appeal from the list below. As part of the appeal, an explanation must be provided responding to each ground for which you are appealing. Each ground for appeal listed below includes directions as to what should be included in the explanation.

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 2) Appealing the decision for one of the grounds below (required):
  - a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, regulation or prior Board decision(s) and describe how the description is inconsistent.)*
  - b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
  - c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
  - d)  The decision violates federal, state or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
  - e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

For more information phone (510) 238-3721.

- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue a decision without a hearing if sufficient facts to make the decision are not in dispute.)
- g)  The decision denies the Owner a fair return on my investment. (You may appeal on this ground only when your underlying petition was based on a fair return claim. You must specifically state why you have been denied a fair return and attach the calculations supporting your claim.)
- h)  Other. (In your explanation, you must attach a detailed explanation of your grounds for appeal.)

Submissions to the Board must *not* exceed 25 pages from each party, and they must be received by the Rent Adjustment Program with a proof of service on opposing party within 15 days of filing the appeal. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(5). Please number attached pages consecutively. Number of pages attached: 1

**• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •**

I declare under penalty of perjury under the laws of the State of California that on                     , 2018, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows: 9-6-18

<b><u>Name</u></b>	SAID AMIN
<b><u>Address</u></b>	3133 BEAUMONT AVE
<b><u>City, State Zip</u></b>	OAKLAND, CA 94602
<b><u>Name</u></b>	
<b><u>Address</u></b>	
<b><u>City, State Zip</u></b>	

<p><u>Michael Embaye</u> SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</p>	<p>9-4-18 DATE</p>
--	------------------------

For more information phone (510) 238-3721.

I WAS DENIED SUFFICIENT OPPORTUNITY.  
BECAUSE OF NOT RECEIVED THE HEARING DATE  
DUE TO MOVED TO OTHER PLACE OR ADDRESS  
I MADE THE NECESSARY ADDRESS CHANGE AT  
THE POST OFFICE ON TIME.

Muhammad Embury  
9-6-18

## **IMPORTANT INFORMATION:**

This appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision. If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

**For more information phone (510) 238-3721.**