

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
PANEL MEETING

July 18, 2019

7:00 P.M.

CITY HALL, HEARING ROOM #2  
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. T17-0594, Marks v. 1145 Bush St. LP
- b. T18-0407, Sanchez v. Chiang

5. ADJOURNMENT

**Accessibility.** This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, Cantonese, Mandarin or Spanish interpreter, please email [sshannon@oaklandca.gov](mailto:sshannon@oaklandca.gov) or call (510) 238-3715 or California relay service at 711 at least five working days before the meeting. Please refrain from wearing scented products to this meeting as a courtesy to attendees with chemical sensitivities.

Esta reunión es accesible para sillas de ruedas. Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a [sshannon@oaklandca.gov](mailto:sshannon@oaklandca.gov) o llame al (510) 238-3715 o 711 por lo menos cinco días hábiles antes de la reunión. Se le pide de favor que no use perfumes a esta reunión como cortesía para los que tienen sensibilidad a los productos químicos. Gracias.

會場有適合輪椅出入設施。需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 [sshannon@oaklandca.gov](mailto:sshannon@oaklandca.gov)

或致電 (510) 238-3715 或 711 California relay  
service。請避免塗搽香氛產品，參加者可能對化學成分敏感。

**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 service 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.: T17-0594

Case Name: Marks v. 1145 Bush St., LLP

Property Address: 394 Orange St., Apt. #9, Oakland, CA

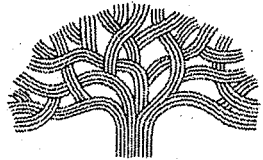
Parties: Linda Marks (Tenant)  
JR McConnell (Owner's Representative)  
Jeanne Robertson (Owner/Supervisor)  
Caroline Anderson (Residential Manager)  
Keith Barry (Contractor for Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	October 25, 2017
Owner Response filed	March 20, 2018
Hearing Decision issued	February 7, 2019
Tenant Appeal filed	February 27, 2019

T17-0594 RY/SK

RECEIVED  
 For date stamp  
 OCT 25 PM 1:47

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	<b>TENANT PETITION</b>
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**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>LINDA MARKS</b>	Rental Address (with zip code) <b>394 Orange St Apt #9 OAKLAND, CA 94610</b>	Telephone: <b>(510) 598-9084</b>
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <b>1145 BUSH ST, LP on Orange</b>	Mailing Address (with zip code) <b>1145 Bush St., LP on Orange <del>CA</del> 394 Orange St. Oakland</b>	Telephone: Email:
Property Manager or Management Co. (if applicable) <b>Caroline Anderson</b>	Mailing Address (with zip code) <b>94610</b> <b>unknown</b>	Telephone: <b>(415) 349-3969</b> Email: <b>394ORANGEMANAGER@ymail.com</b>

Number of units on the property: 12

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 checked="" type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.
<input checked="" 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.
X	(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)
X	(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: 4/10/2009 Initial Rent: \$ 1200 /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: 3/22/2017. 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>07/27/2017</u>	<u>11/01/2017</u>	<del>\$1363.00</del>	<u>\$1,496.64</u>	<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
		\$	\$	<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.

*Linda Marks*  
Tenant's Signature

10/25/2017  
Date

[Empty rectangular box]

[Empty rectangular box]

**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): used before



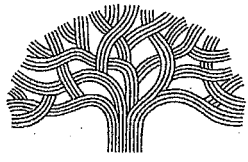


### Addendum A-Decrease in Services

Note: I calculated the estimated value of loss of service by weighing how much each problem affected my health and safety of and my ability to live comfortably in the premises.

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Garbage shoot was closed off without explanation. We now have to carry our garage to the garage by hand.	9/25/2017	Landlord sent a letter notifying tenants of the change on or about 9/25/17	Not fixed.	1%
Loss of hot water; broken water heater	9/13/2017	Tenant contacted Landlord about the issue on 9/13/2017.	9/17/2017	30% (\$100/day x 4 days / \$1363 (base rent))

T18-0594  
000009



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

P.O. Box 70243  
Oakland, CA 94612-0243  
(510) 238-3721

For date stamp.

RENT ADJUSTMENT PROGRAM  
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**PROPERTY OWNER**  
**RESPONSE**

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

**CASE NUMBER T** 17- 0594

Your Name Lucky Stewart Phuong Tran-Saelee 1145 Bush St., LP on Orange #2	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email: sfbuildings@gmail.com
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank H. Ogawa Plaza Suite 460 Oakland, CA 94607	Telephone: 510-834-0400 Email: gmc@themccconnellgroup.com jr@themccconnellgroup.com
Tenant(s) Name(s) Linda Marks	Complete Address (with zip code) 394 Orange St. #9 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 394 Orange St. Oakland CA 94610		Total number of units on property 12

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00196034  
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  No  APN: 10-791-25  
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 3 / 30 17.

Is there more than one street address on the parcel? Yes  No .

Type of unit (Circle One): House / Condominium / **Apartment** / room, or live-work

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent

Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

You must prove the contested rent increase is justified. For each justification checked on the following table, you must attach organized documentary evidence demonstrating your entitlement to the increase. This documentation may include cancelled checks, receipts, and invoices. Undocumented expenses, except certain maintenance, repair, legal, accounting and management expenses, will not usually be allowed.

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases )</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
<u>11/01/17</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If you are justifying additional contested increases, please attach a separate sheet.

**II. RENT HISTORY** If you contest the Rent History stated on the Tenant Petition, state the correct information in this section. If you leave this section blank, the rent history on the tenant's petition will be considered correct

The tenant moved into the rental unit on 4/10/09

The tenant's initial rent including all services provided was: \$ 1250 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants?

Yes  No  I don't know

If yes, on what date was the Notice first given? We supplied tenants with RAP Notice with notice of change of ownership on or about 3/30/17

Is the tenant current on the rent? Yes  No

Begin with the most recent rent and work backwards. If you need more space please attach another sheet.

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>7/25/17</u>	<u>11/1/17</u>	\$ <u>1463.00</u>	\$ <u>1548.05</u>	<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

### III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

### IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

\*\*\*Please See Attachment A

### V. VERIFICATION

**I declare under penalty of perjury pursuant to the laws of the State of California that all statements made in this Response are true and that all of the documents attached hereto are true copies of the originals.**

  
\_\_\_\_\_  
Property Owner's Signature

3/20/18

\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), P.O. Box 70243, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

You can date-stamp and drop your Response in the Rent Adjustment drop box at the Housing Assistance Center.. The Housing Assistance Center is open Monday through Friday, except holidays, from 9:00 a.m. to 5:00 p.m.

**File Review**

You should have received a copy of the petition (and claim of decreased housing services) filed by your tenant. When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

**Mediation Program**

Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. In mediation, the parties discuss the situation with someone not involved in the dispute, discuss the relative strengths and weaknesses of the parties' case, and consider their needs in the situation. Your tenant may have agreed to mediate his/her complaints by signing the mediation section in the copy of the petition mailed to you. If the tenant signed for mediation and if you also agree to mediation, a mediation session will be scheduled before the hearing with a RAP staff member trained in mediation.

If the tenant did not sign for mediation, you may want to discuss that option with them. You and your tenant may agree to have your case mediated at any time before the hearing by submitted a written request signed by both of you. If you and the tenant agree to a non-staff mediator, please call (510) 238-3721 to make arrangements. Any fees charged by a non-staff mediator are the responsibility of the parties that participate. You may bring a friend, representative or attorney to the mediation session. Mediation will be scheduled only if both parties agree and after your response has been filed with the RAP.

**If you want to schedule your case for mediation and the tenant has already agreed to mediation on their petition, sign below.**

I agree to have my case mediated by a Rent Adjustment Program Staff member at no charge.

\_\_\_\_\_  
Property Owner's Signature

\_\_\_\_\_  
Date

**T17-0594 Marks v. 1145 Bush St., LP**

**Appendix A**

The owner contests the tenant petition and respectfully responds by saying that the tenant is entitled to no relief under the petition:

- (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.  
Owner disputes this claim. Increases were calculated correctly. Owner will provide evidence at hearing.
- (b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are) greater than 10%.  
Owner disputes this claim. Increase was justified and did not exceed 10%. Owner will provide evidence at hearing.
- (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. Rev. 7/31/17 For more information phone (510) 238-3721  
Owner disputes this claim. Per RAP regulations increases based on CPI and Banking do not require pre-approval, and this increase did not exceed the CPI and available banked rent increases. Owner will provide evidence at hearing.
- (g) The increase I am contesting is the second increase in my rent in a 12-month period.  
Owner disputes this claim. Increase was not second increase in a 12-month period.  
Owner will provide evidence / testimony at hearing.
- (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.)
  - 1. Garbage Shoot Removal  
Owner disputes tenant claims of decreased housing service. Garbage shoot was closed as a fire prevention / safety measure. Owner will provide evidence at hearing
  - 2. Water Heater  
Owner disputes this claim. Once notified owner acted immediately to assess and resolve any potential issue. Owner will provide evidence at hearing.

(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.

Owner disputes this claim. Summary of the justification for the increase was included on the notice of increase. Owner will provide evidence at hearing.

Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.







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 NUMBERS:** T17-0594, Marks v. 1145 Bush St., LP  
T17-0596, Massey v. 1145 Bush St., LP  
T17-0607, Lai v. 1145 Bush St., LP  
T18-0309, Dosanjh v. 1145 Bush St., LP

**PROPERTY ADDRESS:** 394 Orange St, Oakland, CA

**DATE OF HEARING:** October 2, 2018

**DATE OF DECISION:** January 23, 2019

**APPEARANCES:** Linda Marks, Tenant (Unit #9)  
Jennifer Massey, Tenant (Unit #2)  
Shao Lai, Tenant (Unit #12)  
Yvonne Lee, Tenant (Unit #12)  
Gurpal Dosanjh, Tenant (Unit #10)  
Jeanne Robertson, Owner/Supervisor  
Caroline Anderson, Residential Manager  
Keith Berry, Contractor for the Owner  
JR McConnell, Owner's Representative

## **SUMMARY OF DECISION**

The Tenant Petitions are granted in part.

## **CONTENTIONS OF THE PARTIES**

On October 25, 2017, tenant Marks (T17-0594, Unit #9) filed a Tenant Petition, contesting a single rent increase and alleging decreased housing services regarding the closure of trash shoot and a loss of hot water due to broken water heater.

000017

On October 26, 2017, tenant Massey (T17-0596, Unit #2) filed a Tenant Petition, contesting a single rent increase and alleging decreased housing services regarding the closure of trash shoot and a loss of hot water due to broken water heater.

On October 30, 2017, tenant Lai (T17-0607, Unit #12) filed a Tenant Petition, contesting a single rent increase and alleging decreased and/or loss of housing services regarding the closure of trash shoot, a loss of hot water, bathroom issues and no running water on April 21, 2017.

On June 12, 2018, tenant Dosanjh (T18-0309, Unit #10) filed a Tenant Petition, contesting a single rent increase and alleging decreased and/or loss of housing services. It was discovered at the hearing that the tenant petition was mailed to the wrong address and the owner never received a notice of the tenant petition and a hearing until the hearing date. After review of the file and discussion, the owner's agent stipulated to proceed with the hearing despite the lack of notice. The reason was that the tenant raised the same issues relating to the decreased housing services as the other tenants (closure of trash shoot, loss of hot water due to broken water heater, and no running water on April 21, 2017).

The owners filed timely responses which alleged that the contested rent increases were justified by banking and that the items identified as decreased housing services were addressed.

Because all cases involved the same subject property and the same issues relating to decreased housing services, they were consolidated and heard in a single hearing.

### ISSUES

- (1) Are the contested rent increases valid and justified by banking?
- (2) If justified by banking, has the banking been properly calculated?
- (3) Have the housing services decreased, and if so, by what amount?

### EVIDENCE

#### Background and Rent Increases

The subject units are located in a residential building consisting of a total of twelve (12) residential units. The current owners acquired the property on March 30, 2017, and provided the notice of the Rent Adjustment Program (RAP Notice) to all tenants together with the notice of change of ownership in March of 2017. This evidence was not disputed.

T17-0594, Unit #9: The tenant moved into the subject unit on April 10, 2009, at an initial monthly total rent of \$1,300.00 (\$1,200.00 plus \$50.00 parking fee plus \$50.00 storage fee). The proposed rent increase was from \$1,463.00 to \$1,514.05, effective

November 1, 2017, which included the base rent of \$1,407.15 plus parking and storage fees, totaling \$1,514.05. The tenant testified at the hearing that the banking was not calculated correctly because the base rent was not \$1,363.00 but a total rent which included parking and storage fees. The owner submitted copies of two rent increases for the subject unit, which state the new base rent effective November 1, 2012, was \$1,265 plus parking and storage fees of \$50 each, totaling \$1,365.00.<sup>1</sup> The tenant stated on her petition and testified at the hearing that she received her first RAP Notice in 2013, and another one in March of 2017. She also received the RAP Notice with the contested rent increase notice on July 27, 2017.

T17-0596, Unit #2: The tenant moved into the subject unit on August 1, 2009, at an initial monthly rent of \$1,250.00. The contested rent increased proposed to increase the monthly rent from \$1,453.00 to \$1,489.07, effective October 1, 2017.<sup>2</sup> The tenant stated on her petition and testified at the hearing that she received the RAP Notice in March of 2017 and with the contested rent increase notice in August of 2017.

T17-0607, Unit #12: The tenant moved into the subject unit on May 22, 2010, at an initial monthly total rent of \$1,175.00 (\$1,150.00 plus \$25.00 parking fee). The proposed rent increase was from \$1,323.00 to \$1,365.87, effective November 1, 2017.<sup>3</sup> The tenant has been paying the increased amount of \$1,365.87 per month since November 1, 2017. He testified at the hearing that after the banking was explained to him, he no longer disputes the rent increase. Therefore, the rent increase will not be addressed in this Hearing Decision for this unit.

T18-0309, Unit #10: The tenant moved into the subject unit on October 1, 2008, at an initial total monthly rent of \$1,200.00, which included parking. The tenant petition states different rent amounts for the proposed rent increase (from \$1323.00 to \$1,365.87). However, at the hearing the tenant corrected these amounts and testified that her rent prior to the proposed rent increase was \$1,363.00 through October of 2017, and effective November 1, 2017, the rent increased to \$1,391.92. The tenant testified at the hearing that she received the RAP Notice in March of 2017 and with the rent increase notice in August of 2017.

### Decreased Housing Services

With their petitions the tenants submitted descriptions of lost or decreased housing services.<sup>4</sup> and at the hearing the tenants identified the following items as decreased housing services as follows:

Loss of Hot Water (all Units): The tenants testified the water heater broke down and there was no hot water from September 13, 2017 to September 17, 2017, when the water heater was fixed. The owner testified that they dispatched the repairman the

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<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B

<sup>3</sup> Exhibit C

<sup>4</sup> Exhibit D

same day they received the notice, the repairman came and fixed the heater, but then the heater broke down again the next day and the repairman returned right away and worked on the heater. The repair was completed on September 17, 2017.

Loss of Garbage Shoot (all Units): The tenants testified that the garbage shoot that carried trash to the garbage bins on the ground level was removed and closed off. The owner sent a letter, dated September 25, 2017, notifying the tenants of the trash chute closure and informing them that proper garbage, compost and recycling bins were placed at the property per Alameda County Waste Management and the City of Oakland.<sup>5</sup>

No running water 4/21/17 (Units #12 and #10 only): The tenants testified that they did not have running water for one day. The owner testified that the water had to be turned off for a repair of broken pipe on April 21, 2017. The repair was completed and the water turned on the same day, April 21, 2017.

Bathroom Repair (Unit #12 only): The tenants testified that the shower tiles were peeling away from the walls and there was mold in the bathroom. The tenant notified the resident manager on April 26, 2017, and the maintenance crew treated the mold spots on April 28, 2017. As to the repair of shower panels, the work had to be scheduled with the contractor who began work on July 30, 2017, and finished on September 6, 2017. The tenant testified that his wife is extremely sensitive to fumes and had to be out of the apartment and stay in a hotel for one night on September 7, 2017. The tenants returned on September 8, 2017.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### CPI Rent Increase is Valid

An owner may impose CPI Rent Adjustment on or after July 1, 2002. CPI and Banking Rent Adjustments are not subject to petition.<sup>6</sup> The allowable CPI for the year of July 1, 2017 to June 30, 2018, is 2.3%.

T18-0309 (Unit #10): The tenant's rent increased by \$28.92, which is about 2.1% of \$1,363.00, the tenant's rent prior to the proposed rent increase. Because the new proposed rent increase does not exceed the allowable CPI of 2.3%, the rent increase to \$1,391.92, effective November 1, 2017, is valid.

### Banking

An owner is allowed to bank increases and use them in subsequent years, subject to certain limitations.<sup>7</sup> However, the total of CPI adjustments imposed in any one rent increase, including the current CPI rent Adjustment, may not exceed three

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<sup>5</sup> Exhibit E

<sup>6</sup> O.M.C. §8.22.070(B)

<sup>7</sup> O.M.C. Section 8.22.070(B)(5)

times the allowable CPI Rent Adjustment on the effective date of the rent increase notice.<sup>8</sup>

The attached banking calculation tables for Units #9 and #2 indicate the allowable banking amount and the maximum allowable rent that can be charged for each unit. The rent amount used in the calculation is the total rent, including all parking and storage fees where applicable. When the proposed rent increase is lower than the allowable banking amount, the rent increase will be limited to the amount on the rent increase notice. When the proposed rent increase is higher than the allowable banking amount, the rent increase will be limited to the amount allowed in the banking calculation.

### Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be 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 one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted 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.

In a decreased services case, the tenant must establish he/she has given the owner notice of the problems and the opportunity to fix the problems before he/she is entitled to a relief.<sup>12</sup>

Loss of Hot Water (all Units): The water heater was repaired within one day after receiving the notice on September 13, 2017. It broke down again the next day but this time the repair took longer. Each time the owner/resident manager received the notice that there was no hot water, they dispatched the repairman within 24 hours. The owner acted reasonably in addressing the problem. Therefore, this claim is denied.

Loss of Garbage Shoot (all Units): The reasons the trash/garbage shoots were closed off were because the residents were tossing unauthorized items down the trash shoot and also because of the owner's compliance with the City of Oakland and Alameda Co Waste Management in using proper recycling/composting bins. Accordingly, loss of service due to habitual misuse and code compliance is not

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<sup>8</sup> Regulations, Appendix A, §10.5

<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

<sup>12</sup> Hearing Decision T11-0191, *Howard v. Smith* (2012).

considered a loss of service for which compensation can be granted. Therefore, this claim is denied.

No running water 4/21/17 (Units #12 and #10 only): The water had to be shut off due to a pipe repair. The repair was completed within 24 hours. There was no alternative to repairing a water pipe any other way without shutting the water off. The owner acted reasonably under the circumstances to effectuate the repair of the pipe which was completed within 24 hours. Therefore, this claim is denied.

Bathroom Repair (Unit #12 only): The maintenance crew treated the mold within 24 hours of the notice. As to the repair of shower panels, the manager had to obtain bids from several contractors and the work had to be scheduled with the contractor. The work began on July 30, 2017, almost three months after the initial notice of April 26, 2017, and finished on September 6, 2017. The tenants had full use of the bathroom and shower during the entire time and there is no medical evidence to support the basis for the hotel stay. However, a reasonable time to repair the peeling paint would have been 30 days. Therefore, the tenant is entitled to a 5% rent reduction for two months due to a two-month delay in fixing the shower panels, which is \$132.30 (5% of \$1,323.00 x 2 months). The tenant is entitled to a credit of \$132.30. This amount will be applied as a rent reduction as set forth in the Order below. The Rent Adjustment Ordinance cannot award damages. Therefore, reimbursement for the hotel expense is denied.

### ORDER

1. The Tenant Petitions T17-0594, T17-0596, T17-0607, and T18-0309 are granted in part.

2. The rent increases are valid and the new base monthly rents for each unit are as follows:

T17-0594 - Unit #9: \$1,459.19, effective November 1, 2017  
T17-0596 - Unit #2: \$1,489.07, effective October 1, 2017  
T17-0607 - Unit #12: \$1,365.87, effective November 1, 2017  
T18-0309 - Unit #10: \$1,391.92, effective November 1, 2017

3. tenants' claims for decreased housing services are denied in Tenant Petitions T17-0594, T17-0596 and T18-0309.

4. The tenant's claim relating to bathroom in Tenant Petition T17-607 (Unit #12) is granted and the monthly rent of \$1,365.87 will be reduced by \$132.30 for one month. Next month the rent will be \$1,233.57 to offset the Tenant's credit. This is a one-time reduction.

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 23, 2019



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Linda M. Moroz, Hearing Officer  
Rent Adjustment Program

CITY OF OAKLAND



Department of Housing and Community Development  
Rent Adjustment Program

<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

P.O. Box 70243  
Oakland, CA 94612  
(510) 238-3721

**CALCULATION OF DEFERRED CPI INCREASES (BANKING)**

Initial move-in date	10-Apr-2009	MUST FILL IN D9, D10, D11 and D14	Case No.:	T17-0594	CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Nov-2017		Unit:	#9	
Current rent (before increase and without prior cap. improve pass-through)	\$1,365.00				
Prior cap. imp. pass-through					
Date calculation begins	1-Jan-2007				
Base rent when calc. begins	\$1,300				

If the planned increase includes other than banking put an X in the box →

**ANNUAL INCREASES TABLE**

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
1/1/2017				2.0%	\$ 31.86	\$ 1,625.11
1/1/2016				1.7%	\$ 26.63	\$ 1,593.24
1/1/2015				1.9%	\$ 29.21	\$ 1,566.61
1/1/2014				2.1%	\$ 31.62	\$ 1,537.40
1/1/2013				3.0%	\$ 43.86	\$ 1,505.78
1/1/2012				2.0%	\$ 28.67	\$ 1,461.92
1/1/2011				2.7%	\$ 37.68	\$ 1,433.25
1/1/2010				0.7%	\$ 9.70	\$ 1,395.57
1/1/2009				3.2%	\$ 42.97	\$ 1,385.87
1/1/2008				3.3%	\$ 42.90	\$ 1,342.90
1/1/2007				-	-	\$1,300

**Calculation of Limit on Increase**

Prior base rent	\$1,365.00
Banking limit this year (3 x current CPI and not more than 10%)	6.9%
Banking available this year	\$ 94.19
Banking this year + base rent	\$ 1,459.19
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 1,459.19

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised April 2017

000024



# CITY OF OAKLAND



Department of Housing and Community Development  
 Rent Adjustment Program  
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment/>

P.O. Box 70243  
 Oakland, CA 94612  
 (510) 238-3721

## CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Aug-2009	<b>MUST FILL IN D9, D10, D11 and D14</b>	Case No.:	T17-0596	<b>CHANGE YELLOW CELLS ONLY</b>
Effective date of increase	1-Oct-2017		Unit:	#2	
Current rent (before increase and without prior cap. improve pass-through)	\$1,453.00				
Prior cap. imp. pass-through					
Date calculation begins	1-Jan-2007				
Base rent when calc. begins	\$1,250				

If the planned increase includes other than banking put an X in the box →

## ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
1/1/2017				2.0%	\$ 30.64	\$ 1,562.60
1/1/2016				1.7%	\$ 25.61	\$ 1,531.96
1/1/2015				1.9%	\$ 28.09	\$ 1,506.35
1/1/2014				2.1%	\$ 30.41	\$ 1,478.27
1/1/2013				3.0%	\$ 42.17	\$ 1,447.86
1/1/2012				2.0%	\$ 27.56	\$ 1,405.69
1/1/2011				2.7%	\$ 36.23	\$ 1,378.13
1/1/2010				0.7%	\$ 9.33	\$ 1,341.90
1/1/2009				3.2%	\$ 41.32	\$ 1,332.57
1/1/2008				3.3%	\$ 41.25	\$ 1,291.25
1/1/2007				-	-	\$1,250

## Calculation of Limit on Increase

Prior base rent	\$1,453.00
Banking limit this year (3 x current CPI and not more than 10%)	6.9%
Banking available this year	\$ 100.26
Banking this year + base rent	\$ 1,553.26
Prior capital improvements recovery	\$ -
<b>Rent ceiling w/o other new increases</b>	<b>\$ 1,553.26</b>

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Revised April 2017

000025

**PROOF OF SERVICE**

**Case Number T17-0594 , T17-0596 , T17-0607 & T18-0309**

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 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:**

**Documents Included**

Hearing Decision

**Owner**

Lucky Stewart  
1145 Bush St  
San Francisco, CA 94109

**Owner Representative**

Greg McConnell, The McConnell Group  
300 Frank Ogawa Plaza  
Oakland, CA 94607

**Tenants**

Linda Marks  
394 Orange St #9  
Oakland, CA 94610

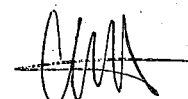
Jennifer Massey  
394 Orange St #2  
Oakland, CA 94610

Shao Lai  
394 Orange St #12  
Oakland, CA 94610

Gurpal Dosanjh  
394 Orange St #10  
Oakland, CA 94610

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.

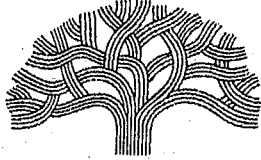
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 7, 2019** in Oakland, CA.



\_\_\_\_\_  
Claudette M. Campos  
Oakland Rent Adjustment Program

**000026**

RC/UM

 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. 2019 FEB 27 PM 4:34
	<b><u>APPEAL</u></b>	

Appellant's Name LINDA MARKS		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 394 Orange St. #9 OAKLAND, CA 94610			
Appellant's Mailing Address (For receipt of notices) 394 Orange St. #9 OAKLAND, CA 94610		Case Number T17-0594	Date of Decision appealed 2/7/2019
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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.)* **pls see attached statement**
- 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: \_\_\_\_\_

• 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 \_\_\_\_\_, 20 19, 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>	Lucky Stewart
<b>Address</b>	1145 Bush St
<b>City, State Zip</b>	San Francisco, CA 94109
<b>Name</b>	Beg McConnell, The McConnell Group
<b>Address</b>	300 Frank Ogawa Plaza
<b>City, State Zip</b>	OAKLAND, CA 94607

<i>Lindy Marks</i>	2/26/2019
<b>SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE</b>	<b>DATE</b>

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.

2/27/2019

Good Day,

I am appealing the hearing decision due to <sup>3</sup> discrepancies in the decision.

Discrepancy #1) My total monthly rent upon moving in was \$1,200.00 not \$1,300.00. Hearing officer included my current fees for parking and for storage. I did not have storage when I 1st moved in on April 20, 2009.

Discrepancy #2) Loss of hot water: The entire bldg was w/o hot water ~~for~~ from 9/13/17 - 9/17/17. That's an unacceptable time to be without hot water without compensation. The owner said they sent a repair person out immediately. None of the tenants were notified of the status or the progress. I will provide <sup>copy of</sup> emails at a later date. We also were not notified that it was fixed, it was a pleasant surprise. 5 days of lack of hot water is something I should be notified about and compensated for.

Discrepancy #3) Loss of Garbage Shred: We were told there was misuse. This was never an issue with the old management companies. There are 12 units using this service. If in fact there was said misuse, all tenants should not be penalized and if so, we should be compensated for a service that was originally provided when we 1st moved into bldg.

Discrepancy #4) During our hearing, the recorder became unprofessional, somehow. This was very unprofessional and

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leads me to believe that all the statements from all tenants  
were not recorded and that not all testimony could be used  
in the decision making.

V/R

David Marks

## CHRONOLOGICAL CASE REPORT

Case No.: T18-0407  
Case Name: Sanchez v. Chiang  
Property Address: 739 26<sup>th</sup> Street, Oakland, CA  
Parties: Jordan Sanchez (Tenant)  
Tina Chiang (Owner)

### OWNER AND TENANT APPEALS:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 30, 2018
Owner Response filed	Date filed unknown
Administrative Decision issued	February 14, 2019
1 <sup>st</sup> Owner Appeal filed	February 21, 2019
Amended Administrative Decision issued	February 22, 2019
2 <sup>nd</sup> Owner Appeal filed (identical content)	February 25, 2019
Tenant Appeal filed	February 25, 2019
Notice of Appeal Deficiency letter sent to Tenant	May 22, 2019



T18-0407 MS/BC

City of Oakland Rent Adjustment Program

Tenant Petition

RECEIVED

JUL 30 2018

Case Petition: 9903

Property Address

RENT ADJUSTMENT PROGRAM

Party	Name	Address	Mailing Address
Tenant	Jordan Sanchez 5103796355 jordansanchezisawesome@gmail.com	739 26th st Oakland, CA 94612	
Owner	Tina Chiang Tina Chiang 415 902 0802 rentals.in.sf@gmail.com	719 Sargent St San Francisco, CA 94132	

Rental Property Information

Number of Units	2
Type of unit you rent	Apartment, Room or Live-work
Are you current on your rent?	Yes

Grounds for Petition

Rent Increase Exceeds CPI or more than 10%  
No Ground Selected

Rental History

When did you move into the unit?	7/1/2015
Initial monthly rent	1479.45
When did the property owner first provide you with a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program (RAP NOTICE)?	
Did the property owner provide you with a RAP Notice, a written notice of the existence of the Rent Adjustment Program?	Yes
Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?	No
Have you ever filed a petition for your rental unit?	No

Rent increases that you want to challenge.

Did you receive a RAP Notice with the notice of rent increase?	Date RAP notice served	Date increase goes into effect	Monthly Rent Increase From	Monthly Rent Increase To	Are you contesting this increase in this petition?
No		9/1/2018	1534.69	4400	Yes

**City of Oakland Rent Adjustment Program**

**Tenant Petition**

Case **Petition: 9903**

Property Address

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**Description of Decreased or Inadequate Housing Services**

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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? No

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

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

**Mediation**

---

Mediation Requested Yes

1 **AMENDED NOTICE TO CHANGE TERMS OF TENANCY**  
2 (Civil Code § 827)

3 TO: JORDAN MARIO SANCHEZ and ALL OTHER OCCUPANTS claiming the  
4 right of possession to the residential premises located at:

5 **739 26<sup>th</sup> Street, #A, Oakland, CA 94612**  
6 (including all garage, storage, and common areas)

7 YOU ARE HEREBY NOTIFIED that effective September 10, 2018 your month-to-month  
8 occupancy of the above-described premises will be changed as follows:

9 **RENT INCREASE**

10 Your current monthly rent of \$1,534.69 will be increased by \$2865.31, or  
11 186.7%, to the new monthly rental amount of \$4,400.00.

12 **TOTAL AMOUNT OF RENT DUE AS OF SEPTEMBER 1, 2018 WILL BE:**  
13 **\$3,540.40** (consisting of rent from September 1 through and including September 9, 2018 at the  
14 daily rate of \$51.15, or \$460.40, plus rent from September 10 through and including September  
15 30, 2018 at the daily rate of \$146.66, or \$3,080.00).

16 **TOTAL AMOUNT OF RENT DUE AS OF OCTOBER 1, 2018 WILL BE: \$4,400.00.**

17 Please be advised that consistent with the Costa-Hawkins Rental Housing Act (Civil Code  
18 Sections 1954.50, et seq.) and Chapter 8.22, Article I of the Oakland Municipal Code (the  
19 Residential Rent Adjustment Ordinance), Section 8.22.080, where the original occupant or  
20 occupants who took possession of the dwelling or unit pursuant to the rental agreement with the  
21 owner no longer permanently reside there, an owner may increase the rent by any amount allowed  
22 by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to  
23 January 1, 1996.

24 The applicable text of section 8.22.080 is set forth below.

25 A. Purpose of Section. This section sets forth how an owner may  
26 set the rents to a new tenant following vacancies. Rent increases  
27 following an owner's setting the initial rent are regulated by this  
28 chapter. B. Setting Initial Rents to Tenants Without Restriction.  
Costa-Hawkins provides that owners may set an initial rent to a  
new tenant without restriction except in certain circumstances.  
C. Costa-Hawkins Exceptions. Costa-Hawkins permits an owner  
to set initial rents to a new tenant without restriction except where  
the previous tenant vacated under the following circumstances: 1.  
1946 Termination of Tenancy. ("The previous tenancy has been

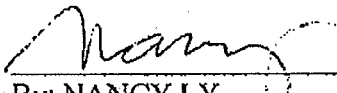
1 terminated by the owner by notice pursuant to [California Civil  
2 Code § ] 1946 ...") (California Civil Code § 1954.53(a)(1)). 2. Change of Terms of Tenancy or Rent Increase Not Permitted by  
3 This chapter. The previous tenancy was terminated following a  
4 notice of a rent increase not permitted by this chapter. ("The  
5 previous tenancy ... has been terminated upon a change in the  
6 terms of the tenancy pursuant to [California Civil Code § ] 827,  
7 except a change permitted by law in the amount of rent or fees.")  
8 (California Civil Code § 1954.53(a)(1)). 3. Failure to Renew  
9 Contract with Government That Limits Rent Increases. In certain  
10 circumstances, "... an owner ... [who] terminates or fails to renew  
11 a contract or recorded agreement with a government agency that  
12 provides for a rent limitation to a qualified tenant" ... "shall not be  
13 eligible to set an initial rent for three years following the date of  
14 the termination or nonrenewal of the contract or agreement".  
15 (California Civil Code § 1954.53(a)(1)(A)). 4. Owner Agrees to  
16 Rent Restriction in Exchange for Subsidy. The owner has agreed  
17 to a rent restriction in return for public financial support.  
18 (California Civil Code § 1954(a)(1)(B)(2)). 5. Unabated Serious  
19 Code Violations. The dwelling unit was cited for serious health,  
20 safety, fire, or building code violations at least sixty (60) days  
21 prior to the vacancy and the violations were not abated by the  
22 time the unit was vacated. (California Civil Code § 1954.53(f)).  
23 D. Sublets and Assignments. Under specified conditions, Costa-  
24 Hawkins permits an owner to set initial rents without restriction  
25 when a covered unit is sublet or assigned and none of the original  
26 occupants permanently reside in the covered unit. (California  
27 Civil Code § 1954.53(d)). E. Rent Increases After Setting an  
28 Initial Rent Without Restriction. After the owner sets an initial  
rent without restriction pursuant to Costa-Hawkins, the owner  
may only increase rent in conformance with the requirements of  
Section 8.22.070, based on circumstances or cost increases that  
arise after the beginning of the new tenancy. The owner may not  
increase rents based on banking, cost increases, capital  
improvements, or other circumstances that arose before the new  
tenancy began. F. Restrictions Where the Owner May Not Set the  
Initial Rent. 1. The Just Cause for Eviction Ordinance (O.M.C.  
8.22.300 (Chapter 8.22, Article II)) provides for certain  
restrictions on setting initial rents to new tenants and upon re-  
rental to former tenants. 2. The Ellis Act Ordinance (O.M.C.  
8.22.400 (Chapter 8.22, Article III)) provides for certain  
restrictions on setting initial rents to new tenants and upon re-  
rental to former tenants.

1 In this case, on June 20, 2018 the owner received written notice from the last original  
2 occupant, Kristen Swig, that she terminated her tenancy and that Jordan Sanchez is the  
3 sole current tenant. As the last original occupant who took possession of the dwelling or unit  
4 pursuant to the rental agreement has provided the owner with written notice that she will  
5 no longer permanently reside there, the owner may increase the rent by any amount  
6 allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or  
7 unit prior to January 1, 1996. Please be advised that, pursuant to Civil Code Section  
8 1954.53 (4), acceptance of rent by the owner does not operate as a waiver or otherwise  
9 prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an  
10 owner's rights to establish the initial rental rate, unless the owner has received written  
11 notice from the tenant that is party to the agreement and thereafter accepted rent.  
12

13 During the period between the owner's receipt of written notice that the last original  
14 tenant no longer permanently resides in the premises, and the effective date of the above-  
15 noticed rent increase, rent shall be due at the existing rent rate of \$1,534.69 until the  
16 effective date of this noticed rent increase, or September 10, 2018. The owner's acceptance  
17 of rent during the period of this notice shall not be construed as a waiver of the rent  
18 increase notice or the owner's rights under Section 1954.50. et. seq. and the rent increase  
19 shall take effect as otherwise set forth herein on September 10, 2018.  
20

21 Advice regarding this Notice is available by contacting Oakland's Rent Adjustment  
22 Program, 250 Frank H. Ogawa Plaza, Fifth Floor, Oakland, CA 94612, (510) 238-3721.  
23

24 BECKMAN, FELLER & CHANG P.C.  
25

26 

27 By: NANCY LY  
28 351 California Street, Suite 615  
San Francisco, California 94104  
Tel: (415) 871-0070  
Attorneys for Landlord

1 **PROOF OF SERVICE**

2 I, Julie Vander Karr, declare,

3 I am employed within the City and County of San Francisco. My business address is 351  
4 California Street, Suite 615, San Francisco, CA 94104. I am over the age of eighteen, and I am not a  
5 party to this action.

6 I served the following on July 3, 2018:

7 **AMENDED NOTICE TO CHANGE TERMS OF TENANCY (Civil Code § 827)**

8  **BY MAIL:** by putting the same in an envelope for collection and processing for mailing  
9 according to the regular business practices of this firm. I am readily familiar with the business  
10 practice for collection and processing of correspondence for mailing within the United States Postal  
11 Service (USPS): the correspondence sealed and placed for collection, upon which it is deposited  
12 with the USPS, in the ordinary course of business, sent to the name and address of the person served  
13 (as shown on the envelope), on the date when it is placed for deposit from the place of business from  
14 where the correspondence is sent.

15 **Parties were served as follows:**

16 Jordan Mario Sanchez  
17 739 26<sup>th</sup> Street, #A  
Oakland, CA 94612

18 All Other Occupants  
19 c/o Jordan Mario Sanchez  
20 739 26<sup>th</sup> Street, #A  
Oakland, CA 94612

21 I declare, under penalty of perjury, under the laws of the State of California, that the  
22 foregoing is true and correct and that this declaration was executed in San Francisco, California, on  
23 July 3, 2018.

24 \_\_\_\_\_  
25 Julie Vander Karr

City of Oakland Rent Adjustment Program

Owner Response

Case T18-0407

Property Address 739 26th st

Party	Name	Address	Mailing Address
Tenant	Jordan Sanchez (510) 379-6355 jordansanchezisawesome@gmail.com	739 26th Street Oakland, CA 94612	
Owner	Tina Chiang (415) 902-0802 rentals.in.sf@gmail.com	719 Sargent Street San Francisco, CA 94132	

Business Information

Date of which you aquired the building	
Total Number of Units	2
Is there more than one street address on the parcel?	No
Type of Unit	House
Is the contested increase a capital improvements increase?	No

Rent History

The tenant moved into the rental unit on	
Initial monthly rent	
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	
Is the tenant current on the rent?	No

Exemption

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions:	No
---	----

City of Oakland Rent Adjustment Program

Owner Response

Case T18-0407

Property Address 739 26th st

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The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.	No
The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983.	No
On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days.	No
The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction.	No
The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution.	No
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.	No



# CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program



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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER: T18-0407, Sanchez v. Chiang**

**PROPERTY ADDRESS: 739 26<sup>th</sup> Street, Oakland, CA**

**PARTIES: Jordan Sanchez (Tenant)  
Tina Chiang (Owner)**

### **INTRODUCTION**

This matter involves a petition filed on July 30, 2018, by Jordan Sanchez. The petition contests a rent increase from \$1,534.69 to \$4,400 a month, effective September 1, 2018, on the ground that the increase exceeds the allowable Consumer Price Index (CPI) rent increase, is unjustified, or is greater than 10%.

The owner never filed a response to the tenant petition. The petition was mailed to the owner on October 29, 2018.

### **Reason for Administrative Decision**

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. Therefore, an Administrative Decision is being issued.

**The Tenant's claims:** On the tenant petition the tenant contested the rent increase of from \$1,534.69 to \$4,400 a month, effective September 1, 2018.

**The Owner's Failure to Respond:** The owner did not file a response to the tenant petition. "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . .<sup>1</sup>" The Ordinance<sup>2</sup> requires that the response to a tenant petition must be filed within 35 days after service of a notice by the Rent Adjustment Program that a tenant petition was filed.

<sup>1</sup> O.M.C. § 8.22.070(C)

<sup>2</sup> O.M.C. § 8.22.090(B) and Code of Civil Procedure § 1013

The file in this case contains a Proof of Service, in which an employee of the Rent Adjustment Program states, under penalty of perjury, that on October 29, 2018, a copy of the tenant petition was mailed to the owner, along with other documents, including a blank response form. Among these documents is a cover letter which states: "YOU MUST FILE A WRITTEN RESPONSE TO THE ATTACHED TENANT PETITIONS(S) WITHIN THIRTY-FIVE (35) DAYS FROM THE DATE OF MAILING OF THIS NOTICE OR A DECISION MAY BE MADE AGAINST YOU. THE RESPONSE MUST BE FILED ON THE PROPER FORM . . ." Thirty-five days after October 29, 2018, was December 3, 2018.

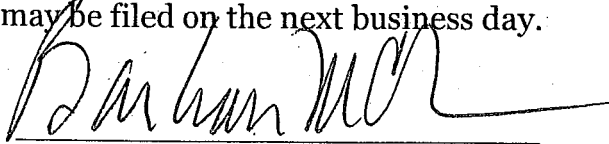
Without a response, there is no claim that the challenged rent increase is justified or otherwise allowable. Therefore, the rent increase is invalid. The rent remains \$1,534.69 a month.

It is not known whether or not the tenant has paid the rent increase since September of 2018. If he did, and he has not yet been reimbursed, the tenant can deduct any overpayments in equal installments from the next twelve month's rent.

### ORDER

1. The tenant's petition is granted.
2. The rent increase notice purporting to increase the rent to \$4,400 a month, is invalid.
3. At all relevant times the tenant's rent was \$1,534.69 a month.
4. If the tenant has paid the rent increase and has not been reimbursed, he can deduct the total overpayment in equal installments from the next twelve month's rent.
5. The Hearing scheduled for February 26, 2019, is cancelled.
6. **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: February 13, 2019



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**

**Case Number T18-0407**

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 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:**

**Documents Included**

Administrative Decision

**Owner**

Tina Chiang  
719 Sargent Street  
San Francisco, CA 94132

**Tenant**

Jordan Sanchez  
739 26th Street  
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 **February 14, 2019** in Oakland, CA.



---

Nia Johnson  
Oakland Rent Adjustment Program

000043

# CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program



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

## AMENDED ADMINISTRATIVE DECISION

**CASE NUMBER: T18-0407, Sanchez v. Chiang**

**PROPERTY ADDRESS: 739 26<sup>th</sup> Street, Oakland, CA**

**PARTIES: Jordan Sanchez (Tenant)  
Tina Chiang (Owner)**

### REASON FOR AMENDED DECISION

On February 14, 2019, an Administrative Decision was served on the parties in which it was found that no Owner Response had been filed in this case. Unbeknownst to the Hearing Officer, an Owner Response was filed through the online database system. Therefore, it was improper to determine that the tenant's petition was granted because of the failure of the owner to file a response. This is a new Decision, and a new appeal period is stated below.

### INTRODUCTION

This matter involves a petition filed on July 30, 2018, by Jordan Sanchez. The petition contests a rent increase from \$1,534.69 to \$4,400 a month, effective September 1, 2018, on the ground that the increase exceeds the allowable Consumer Price Index (CPI) rent increase, is unjustified, or is greater than 10%.

The owner filed a response to the tenant petition. In the Owner Response, the owner failed to allege a justification for the rent increase or claim any exemption from the Rent Adjustment Ordinance.

### Reason for Administrative Decision

An Administrative Decision is a decision issued without a Hearing. The purpose of a Hearing is to allow the parties to present testimony and other evidence to allow resolution of disputes of material fact. However, in this case, sufficient uncontested facts have been presented to issue a decision without a hearing and there are no material facts in dispute. Therefore, an Administrative Decision is being issued.

The Tenant's claims: On the tenant petition the tenant contested the rent increase of from \$1,534.69 to \$4,400 a month, effective September 1, 2018.

The Owner's Response: The owner filed a response to the tenant petition but in the response did not allege either that there is an exemption that covers the property or that the rent increase was justified. "If a tenant files a petition and if the owner wishes to contest the petition, the owner must respond . . ." <sup>1</sup> The Ordinance requires that the response to a tenant petition must be complete and must contain any claim of exemption or justification for a rent increase.

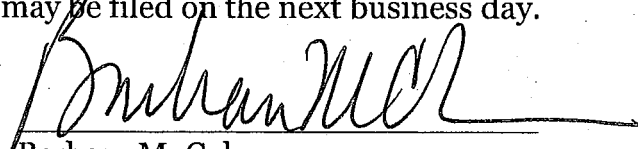
Since there is no claim that the challenged rent increase is justified or that the unit is exempt from the Ordinance, the rent increase is invalid. The rent remains \$1,534.69 a month.

It is not known whether or not the tenant has paid the rent increase since September of 2018. If he did, and he has not yet been reimbursed, the tenant can deduct any overpayments in equal installments from the next twelve month's rent.

### **ORDER**

1. The tenant's petition is granted.
2. The rent increase notice purporting to increase the rent to \$4,400 a month, is invalid.
3. At all relevant times the tenant's rent was \$1,534.69 a month.
4. If the tenant has paid the rent increase and has not been reimbursed, he can deduct the total overpayment in equal installments from the next twelve month's rent.
5. The Hearing scheduled for February 26, 2019, is cancelled.
6. **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: February 21, 2019



Barbara M. Cohen  
Hearing Officer  
Rent Adjustment Program

---

<sup>1</sup> O.M.C. § 8.22.070(C)

**PROOF OF SERVICE**

**Case Number T18-0407**

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**

Administrative Decision

**Owner**

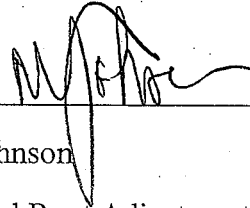
Tina Chiang  
719 Sargent Street  
San Francisco, CA 94132

**Tenant**

Jordan Sanchez  
739 26th Street  
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 **February 22, 2019** in Oakland, CA.



---

Nia Johnson

Oakland Rent Adjustment Program

**000046**

RECEIVED

FEB 21 2019



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

For date stamp: RENT ADJUSTMENT PROGRAM  
OAKLAND

**APPEAL**

<b>Appellant's Name</b> Tina Chiang		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 739 26th Street #A, Oakland, CA 94612			
<b>Appellant's Mailing Address (For receipt of notices)</b> 719 Sargent St San Francisco, CA 94132		<b>Case Number</b> T18-0407	
		<b>Date of Decision appealed</b> 2/13/19	
<b>Name of Representative (if any)</b> Richard Beckman		<b>Representative's Mailing Address (For notices)</b> 351 California Street, Suite 615 San Francisco, CA 94104	

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.

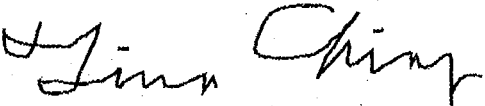
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: \_\_\_\_\_.

• 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 2/22, 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:

<b>Name</b>	Jordan Sanchez
<b>Address</b>	739 26th St #A,
<b>City, State Zip</b>	Oakland, CA 94612
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	2/22/19
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.**

Dear Oakland Rent Board,

I am appealing the administrative decision made on case T18-0407 because the Occupant and I entered into an agreement on January 17th, 2019 where we agreed that he would sign a lease where the rent amount for the unit would be \$3400, beginning on March 1<sup>st</sup>, 2019. The Occupant and I also agreed, that he would increase his deposit to match that amount gradually. He and I had never entered into a lease agreement. I have attached the new lease for you to review.

Mr. Sanchez told us that he had withdrawn the rent board petition which is why we did not respond to it. Therefore we would like to have it repealed and dismissed. Thank you.

Tina Chiang

000050

### RENTAL AGREEMENT (Month-to-Month)

THIS AGREEMENT is made and entered into this 9 day of January, 2019 between

Tina Chiang "Owner/Agent", whose address and phone

number are 719 Sargent Street, San Francisco, CA 94132 Tel: (415) 488-5228

and Jordan Mario Sanchez "Resident."

THE PARTIES AGREE AS FOLLOWS:

1. **RENTAL UNIT:** Subject to the terms and conditions of this Agreement, Owner rents to Resident and Resident rents from Owner, for residential use only,

the premises located at: 739 26th Street, Unit # (if applicable), A

Oakland CA, 94612

on a month-to-month term.

2. **RENT:** Rent is due in advance on the 1st day of each and every month, at \$ 3,400 per month, beginning on March 1, 2019, payable to Owner/Agent at 719 Sargent Street, San Francisco, CA 94132

Payments made in person may be delivered to Owner/Agent between the hours of 12:00AM and 11:59PM on the following days of the week:

Monday  Tuesday  Wednesday  Thursday  Friday  Saturday  Sunday  Other N/A

Acceptable methods of payment:

Personal Check  Cashier's Check  Money Order  EFT/Credit Card (see Owner/Agent for details) and  Cash

If rent is paid after the 3rd day of the month, there will be a late charge of \$ 100 assessed. The parties agree that this late fee is presumed to be the amount of damage sustained by late payment of rent. It would be impracticable or extremely difficult to fix the actual damage. This sum represents a reasonable endeavor by the Owner/Agent to estimate fair average compensation for any loss that may be sustained as a result of late payment of rent. Pursuant to California law, if Resident passes a check on insufficient funds, Resident will be liable to Owner/Agent for the amount of the check and a service charge of \$ 25.00, not to exceed \$25 for the first check passed on insufficient funds, and \$35 for each subsequent check passed on insufficient funds. The Owner/Agent may refuse a personal check as the form of rent payment to cure a Three-Day Notice to Pay Rent or Quit.

Owner may apply any payment made by Tenant to any obligation of Tenant to Owner notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void, including the use or application of a restrictive endorsement on the face of any check.

3. **SECURITY DEPOSIT:** Resident shall deposit with Owner/Agent, a security deposit, the sum of \$ 3,400 Owner acknowledges a security deposit of \$1,395.00. ~~Tenant is to pay additional security deposit as follows:~~

- i) \$500 no later than March 1, 2019;
- ii) \$500 no later than April 1, 2019;
- iii) \$500 no later than May 1, 2019; and
- iv) \$505 no later than June 1, 2019.



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No later than 21 calendar days after Owner/Agent has regained possession of the premises, Owner/Agent shall return any remaining portion of such security deposit to Resident. Any remaining portion of the security deposit shall be returned in the form of a single check made out to all Residents listed above. After either the Owner/Agent or the Resident provides notice to terminate the tenancy, the Owner/Agent and Resident may mutually agree to have the Owner/Agent deposit any remaining portion of the security deposit electronically to a bank account or other financial institution designated by the Resident or to another form or method of return.

4. **UTILITIES:** Resident shall pay for all utilities, services and charges, if anv. made payable by or based upon occupancy of Resident, **except:** N/A  
 Resident shall have the following utilities connected at all times during the tenancy (check as applicable):  
 Gas  Electric  Water  Trash  Sewer  Other: N/A

Disconnection of utilities due to non-payment is a material violation of this Agreement.

Resident shall not use common area utilities (such as water or electricity) for the Resident's personal use, without prior written permission from the Owner/Agent.

5. **CASH PAYMENT:** The Owner/Agent may demand or require cash as the exclusive form of payment of rent or security deposit if the Resident has previously attempted to pay the Owner/Agent with a check drawn on insufficient funds or the Resident has stopped payment on a check, draft, or money order. If the Owner/Agent chooses to demand or require cash payment under these circumstances, the Owner/Agent shall give the Resident a written notice stating that the payment instrument was dishonored and informing the Resident that the Resident shall pay in cash for a period determined by Owner/Agent, not to exceed three months, and attach a copy of the dishonored instrument to the notice.
6. **TERMINATION:** Except as prohibited by law, this Agreement may be terminated by Resident after service upon the Owner/Agent of a written 30-day notice of termination of tenancy. Except as prohibited by law, this Agreement may be terminated by the Owner/Agent by service upon the Resident of a written 60-day notice of termination of tenancy. However, Civil Code Section 1946.1 provides that "if any tenant or resident has resided in the dwelling for less than one year", the Owner/Agent may terminate this Agreement by service upon the Resident of a written 30-day notice. Any holding over thereafter shall result in Resident being liable to Owner/Agent for daily rental damages equal to the current fair rental value of the unit, divided by 30.
7. **OCCUPANTS:** Premises shall be occupied only by the following named person(s):

Jordan Mario Sanchez			
Name	Birthdate	Name	Birthdate
Name	Birthdate	Name	Birthdate
Name	Birthdate	Name	Birthdate

8. **PROHIBITIONS:** Without Owner/Agent's prior written permission as an addendum to this Agreement, no pets, waterbeds, charcoal burners or other open flame cooking devices, or liquefied petroleum gas fueled cooking devices ("grills") or N/A shall be kept or allowed in or about the premises.

9. **SMOKING PROHIBITION:** Smoking of tobacco products is prohibited everywhere on the premises, including in individual units and interior and exterior common areas.

Resident shall inform his or her guest(s) of this Smoking Prohibition. Resident shall promptly notify Owner/Agent in writing of any incident where tobacco smoke is migrating into Resident's unit from sources outside of Resident's unit. Resident acknowledges that Owner/Agent's adoption of this policy, does not make the Owner/Agent the guarantor of the Resident's health or of the smoke-free condition of the areas listed above. However, Owner/Agent shall take reasonable steps to enforce this provision. Owner/Agent shall not be required to take steps in response to smoking unless Owner/Agent has actual knowledge or has been provided written notice. Owner/Agent and Resident agree that the other residents of the property are the third party beneficiaries of this provision. A resident may sue another resident to enforce this provision but does not have the right to evict another resident. Any lawsuit between residents regarding this provision shall not create a presumption that the Owner/Agent has breached this Agreement. A breach of this provision by the Resident shall be deemed a material breach of the Rental/Lease Agreement and grounds for immediate termination of the Rental/Lease Agreement by the Owner/Agent.



- 10. INDEMNIFICATION:** Landlord shall not be liable for any damage or injury to Resident(s), or any other Person, or to any property which may exist on the Premises or any part thereof or in the common area of which the Premises are a part, unless such damage is the proximate result of the negligence or unlawful act of the Owner/Agent or the Owner/Agent's agents or employees.
- 11. QUIET ENJOYMENT:** Resident and Resident's guest(s) shall not violate any criminal or civil law, ordinance or statute in the use and occupancy of the premises, commit waste or nuisance, annoy, molest or interfere with any other person on the property, or neighbor. Any such action may result in the immediate termination of this Agreement as provided herein and by law.
- 12. FINES AND PENALTIES:** Resident is responsible for any fines or other costs occasioned by violations of the law by Resident or Resident's guests on the premises or property while Resident is in possession. If any such fines or costs are levied against Owner/Agent, Resident agrees to pay such fines or costs attributed to Resident's tenancy or the conduct of Resident, Resident's guests or others at the premises, upon receipt of an invoice from Owner/Agent. The obligation to pay fines and costs assessed against Owner/Agent may be in addition to any assessed directly against Resident.
- 13. REPAIRS AND ALTERATIONS:** Resident shall make a written request to Owner/Agent regarding any repairs, decorations or alterations contemplated. Except as provided by law, no repairs, decorating or alterations shall be done by Resident without Owner/Agent's prior written consent. This includes, but is not limited to, painting, wallpapering, and changing locks. Resident may not make any alterations to cable or telephone inside wiring (such as may occur when changing telecommunications providers or adding phone lines) without prior written consent of the Owner/Agent. The consent request regarding proposed alterations to inside wiring shall include the name, address, and telephone number of any new telecommunications providers. Resident agrees to pay all costs resulting from the alteration and agrees to pay to the Owner/Agent any costs associated with restoring the inside wiring to the condition at the time of move-in, except for reasonable wear and tear. Resident shall hold Owner/Agent harmless and indemnify Owner/Agent as to any mechanic's lien recordation or proceeding caused by Resident.
- 14. ACCEPTANCE OF PREMISES:** Resident has inspected the premises, furnishings and equipment, and has found them to be satisfactory. All plumbing, heating and electrical systems are operative and deemed satisfactory.
- 15. CARE, CLEANING AND MAINTENANCE:** Except as prohibited by law, Resident agrees:
  - (a) to keep the premises as clean and sanitary as their condition permits and to dispose of all rubbish, garbage and other waste, in a clean and sanitary manner, unless Owner/Agent has expressly agreed otherwise in writing in an addendum to this Agreement;
  - (b) to properly use and operate all electrical, gas and plumbing fixtures and keep them as clean and sanitary as their condition permits;
  - (c) to keep the premises and furniture, furnishings and appliances, and fixtures, which are rented for Resident's exclusive use, in good order and condition;
  - (d) not to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or dwelling unit or the facilities, equipment, or appurtenances thereto or to permit any person on the premises, to do any such thing;
  - (e) to occupy the premises as a residence, utilizing portions thereof for living, sleeping, cooking or dining purposes only which were respectively designed or intended to be used for such purposes.
  - (f) to leave the premises in the same condition as it was received, subject to normal wear and tear, as its condition permits.
  - (g) to return the premises, upon move-out to the same level of cleanliness it was in at the inception of the tenancy.
  - (h) to pay Owner/Agent for costs to repair, replace or rebuild any portion of the premises damaged by the Resident, Resident's guests or invitees.
  - (i) to promptly advise Owner/Agent of any items requiring repair, such as light switches or dripping faucets. Resident shall make repair requests as soon after the defect is noted as is practical.
- 16. LANDSCAPING:** Resident  is  is not (check one) responsible for the upkeep of the yard and maintenance of the landscaping, including watering, mowing, weeding and clipping, or  please see attached Addendum. Resident shall promptly advise Owner/Agent of any problems with the landscaping, including, but not limited to, dead grass, plants or tree limbs, insect infestations, discolored or yellowing foliage and insufficient irrigation or leaks. Resident may not delegate the responsibilities of this paragraph to any person, including a contractor or other landscaping professional.
- 17. SMOKE DETECTION DEVICE:** The premises are equipped with a functioning smoke detection device(s), and Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the smoke detection device as provided by law.



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**18. CARBON MONOXIDE DETECTION DEVICE:** If the premises are equipped with a functioning carbon monoxide detection device(s), Resident shall be responsible for testing the device weekly and immediately reporting any problems, maintenance or need for repairs to Owner/Agent. If battery operated, Resident is responsible for changing the detector's battery as necessary. Resident may not disable, disconnect or remove the detector. Owner/Agent shall have a right to enter the premises to check and maintain the carbon monoxide detection device as provided by law.

**19. RENTERS INSURANCE:** Resident's property is not insured by Owner/Agent. Resident is not a co-insured and is expressly excluded from coverage under any insurance policy held by Owner/Agent which is now in effect or becomes effective during the term of this Agreement. (CHECK ONE BOX)

Resident is required to maintain renters insurance throughout the duration of the tenancy as specified in the attached Renters Insurance Addendum. Resident must provide proof of such insurance to the Owner/Agent:

within 30 days of the inception of the tenancy.

prior to occupancy.

by \_\_\_\_\_  
(date)

Failure to comply with this requirement is a material violation of the Rental/Lease Agreement.

Resident is encouraged but not required to obtain renters insurance.

**20. WAIVER OF BREACH:** The waiver by either party of any breach shall not be construed to be a continuing waiver of any subsequent breach. The receipt by Owner/Agent of the rent with the knowledge of any violation of a covenant or condition of this agreement shall not be deemed a waiver of such breach. No waiver by either party of the provisions herein shall be deemed to have been made unless expressed in writing and signed by all parties to this Agreement.

**21. JOINT AND SEVERAL LIABILITY:** The undersigned Resident(s), whether or not in actual possession of the premises, are jointly and severally liable for all obligations under this Agreement and shall indemnify Owner/Agent for liability arising prior to the return of possession to the Owner/Agent for personal injuries or property damage caused or permitted by Resident(s), their guests, and invitees. This does not waive "Owner/Agent's duty of care" to prevent personal injury or property damage where that duty is imposed by law.

**22. ENTRY:** California law allows Owner/Agent or his/her employee(s) to enter the premises for certain purposes during normal business hours. The Owner/Agent will provide written notice to the Resident prior to the entry of the dwelling unit whenever required by state law. (Civil Code Section 1954.) Resident's non-compliance with Owner/Agent's lawful request for entry is a material breach of this Agreement that may be cause for immediate termination as provided herein and by law.

**23. SUBLETTING AND ASSIGNMENT:** Resident may sublease a portion of the Premises. Resident shall be the Master Tenant of any sublease. Any such sublease shall not release Resident from any obligations herein. Owner will not be required to engage with subtenants, and Owner will accept rent only from Resident.

**24. SALE OF PROPERTY:** In the event of the sale or refinance of the property: If Owner/Agent presents to Resident a "Resident's Certification of Terms - Estoppel Certification," or other similar Estoppel Certification form, Resident agrees to execute and deliver the certificate acknowledging that this Agreement is unmodified and in full force and effect, or in full force and effect as modified with the consent of Owner/Agent, and stating the modifications, within ten (10) days of written notice. Failure to comply shall be deemed Resident's acknowledgement that the certificate as submitted by Owner/Agent is true and correct and may be relied upon by any lender or purchaser.

**25. NOTICE:** Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at [www.meganslaw.ca.gov](http://www.meganslaw.ca.gov). Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides.



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Page 4 of 5

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26. **ADDENDA:** By initialing as provided below, Resident(s) acknowledge receipt of the following applicable addenda (as checked), copies of which are attached hereto and are incorporated as part of this Agreement.

- Asbestos Addendum
- Bedbug Addendum
- CC&Rs Addendum
- Carbon Monoxide Detector
- Grilling Addendum
- Key Addendum
- Lead-Based Paint Addendum
- Mold Notification Addendum
- Pet Addendum
- Political Signs Addendum
- Renters Insurance Addendum
- Resident Policies Addendum
- Satellite Dish and Antenna Addendum
- Smoke Detector Addendum
- Termination of Rental Agreement Addendum
- Unlawful Activity Addendum
- Additional Provisions Addendum
- Oakland Rent Adjustment Program Notice
- Spare The Air Addendum
- Ants Awareness Notification
- EPA Lead Safety Pamphlet
- Emergency Procedure Information for Tenants
- Proposition 65 Brochure
- Notice to Tenants of the Residential Rent Adjustment Program (RAP Notice) in English, Spanish, and Chinese

Resident(s) initials here:

JS

27. **ENTIRE AGREEMENT:** This Agreement, which includes all attachments referred to above, constitutes the entire Agreement between the parties and cannot be modified except in writing and signed by all parties, except as permitted by applicable law. Neither Owner/Agent, nor any agent or employee of Owner/Agent has made any representations or promises other than those set forth herein.

28. **CREDIT REPORTS:** A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. Resident expressly authorizes Owner/Agent (including a collection agency) to obtain Resident's consumer credit report, which Owner/Agent may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

29 **ATTORNEYS' FEES:** If any legal action or proceeding is brought by either party to enforce any part of this Agreement, the prevailing party shall recover, in addition to all other relief, reasonable attorneys' fees and court costs, unless one of the following two boxes is checked:  
 the prevailing party shall recover, in addition to all other relief, attorneys' fees not to exceed \$ \_\_\_\_\_, plus court costs.  
or  
 each party shall be responsible for their own attorneys' fees and court costs.

The undersigned Resident(s) acknowledge(s) having read and understood the foregoing, and receipt of a duplicate original.

*[Signature]*

01 / 17 / 2019

Owner/Agent

Date

JORDAN SANCHEZ

01/17/2019

Tenant

Date



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Page 2 of 2

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M.9/L

RENT ADJUSTMENT PROGRAM

<p><b>CITY OF OAKLAND</b>  <b>RENT ADJUSTMENT PROGRAM</b>          250 Frank Ogawa Plaza, Suite 5313          Oakland, CA 94612          (510) 238-3721</p>	<p>For date stamp.          2019 FEB 25 PM 3: 27</p> <p style="text-align: right;"><b><u>APPEAL</u></b></p>
---	---

<b>Appellant's Name</b> Jordan Mario Sanchez		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 739 26th St Apt. A Oakland, CA 94612			
<b>Appellant's Mailing Address (For receipt of notices)</b> 739 26th St Apt A Oakland, CA 94612		<b>Case Number</b> T18-0407 <b>Date of Decision appealed</b> 2-25-2019	
<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.)*
- 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.

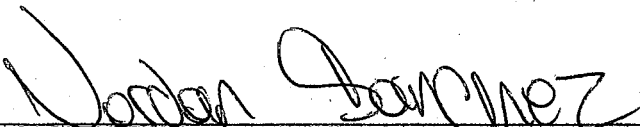


- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: 3.

• 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 FEB. 25th, 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:

<b>Name</b>	Jordan Sanchez
<b>Address</b>	739 26th St Apt. A Oakland, CA 94612
<b>City, State Zip</b>	Oakland, CA 94612
<b>Name</b>	Jordan Sanchez
<b>Address</b>	739 26th St Apt. A Oakland, CA 94612
<b>City, State Zip</b>	Oakland, CA 94612

	2-25-19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

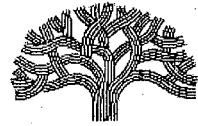
## **IMPORTANT INFORMATION:**

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.**

250 FRANK H. OGAWA PLAZA, STE. 5313  
OAKLAND, CA 94612-2043  
Department of Housing and Community Development  
Rent Adjustment Program



(510) 238-3721  
FAX (510) 238-6181

### Notice of Appeal Deficiency

May 22, 2019

Jordan Sanchez  
739 26<sup>th</sup> St., Apt. A  
Oakland, CA 94612

#### Rent Adjustment Program Case: Sanchez v. Chiang – T8-0407

Dear Mr. Sanchez:

The Rent Adjustment Program received your tenant appeal in the above-referenced case on February 25, 2019. **Please note: Your appeal form was not completed correctly.** For the Rent Adjustment Program to process your appeal, you must correct the following deficiencies:

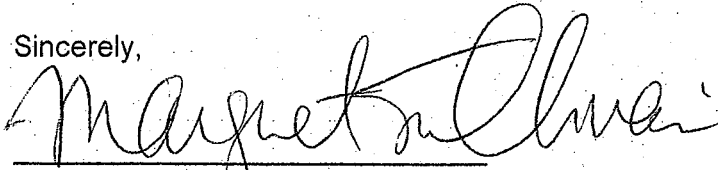
- On page 1 of your appeal, in the space: **Date of Decision Appealed**, you wrote: Feb. 25, 2019. However, only the most recent decision can be appealed: *Amended Administrative Decision*, which was issued February 21, 2019.
  - You must write the correct date on page 1: February 21, 2019.
- Page 2, item "h" says: *In your explanation, you must attach a detailed explanation of your grounds for appeal.* You did not attach an explanation of your grounds for appeal.
  - You must attach an explanation of your grounds for appeal;
  - Write in where indicated on page 2 of the appeal form the number of pages you attach (do not count the pages of the appeal form).
- Page 2 says: *You must serve a copy of your appeal on the opposing party(ies) or your appeal may be dismissed.* The spaces for name and address on page 2 of the appeal form are where you write the name and address of the landlord, and are part of declaring "**under penalty of perjury**" that you have served a copy of your appeal and attachments on your landlord. However, you wrote your own name and address in those spaces. You must:
  - Fill in the name and address of the landlord in the spaces provided;
  - Write in where indicated the date you serve the landlord an Amended Appeal and attachments;
  - At the bottom of page 2, sign your name and write the date you are submitting the appeal to the Rent Adjustment Program;
  - Mail a complete copy of your Amended Appeal and all attachments to your landlord;
  - Submit your signed and dated Amended Appeal and attachments to the Rent Adjustment Program at the address at the top of this letter.

For your convenience, I have enclosed a copy of the appeal form for you to use for your Amended Appeal.

000059

The requested information must be submitted to this office **within ten (10) calendar days from the date of the proof of service accompanying this letter**, or your appeal will be dismissed. If you have any questions or concerns about this letter, you may contact me at: 510-238-7387 or by email at: [msullivan@oaklandca.gov](mailto:msullivan@oaklandca.gov).

Sincerely,

A handwritten signature in cursive script, appearing to read "Margaret Sullivan".

Margaret Sullivan, Program Analyst III  
Rent Adjustment Program

Encl. City of Oakland Rent Adjustment Program Appeal form  
Proof of Service

000060

**PROOF OF SERVICE**  
**Case Number T18-0407**

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.

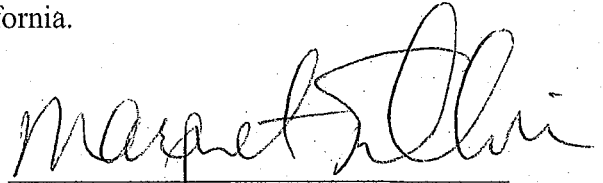
Today, I served the attached **TENANT APPEAL DEFICIENCY NOTICE** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

**Tenant**

Jordan Sanchez  
739 26<sup>th</sup> St., Apt. A  
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 **May 22, 2019** in Oakland, California.



\_\_\_\_\_  
Margaret Sullivan  
Oakland Rent Adjustment Program