

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING**

**March 11, 2021**

**5:00 P.M.**

**Meeting Will Be Conducted Via Zoom Conference**

**AGENDA**

**PUBLIC PARTICIPATION**

The public may observe and/or participate in this meeting many ways.

**OBSERVE:**

• To observe, the public may view the televised video conference by viewing KTOP channel 10 on Xfinity (Comcast) or ATT Channel 99 and locating City of Oakland KTOP – Channel 10.

• To observe the meeting by video conference, please click on the link below:

Topic: **HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD Special Meeting March 11, 2021**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83309823159>

Or iPhone one-tap :

US: +13462487799,,83309823159# or +16465588656,,83309823159#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 646 558 8656 or +1 669 900 9128 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 833 0982 3159

International numbers available: <https://us02web.zoom.us/j/83309823159>

**COMMENT:**

There are two ways to submit public comments.

• To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” is available [here](#).

• To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “\*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing \*6.

If you have any questions, please email [Bkong-brown@oaklandca.gov](mailto:Bkong-brown@oaklandca.gov).

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD

### 1. CALL TO ORDER

### 2. ROLL CALL

### 3. CONSENT ITEMS

- a) Approval of Board minutes from February 25, 2021

### 4. OPEN FORUM

### 5. APPEALS\*

- a) T19-0415, Beasley v. Horejsi
- b) T19-0351, Williams v. Burks
- c) T19-0381, Abernathy v. Ivy Hill Properties

### 6. ACTION ITEMS

### 7. INFORMATION AND ANNOUNCEMENTS

- a) Annual Report of the Rent Adjustment Program  
Cometria Cooper - Supervisor, Community  
Engagement and Enforcement & Hearing Officer

### 8. COMMITTEE REPORTS AND SCHEDULING

### 9. ADJOURNMENT

As a reminder, alternates in attendance (other than those replacing an absent board member) will not be able to take any action, such as with regard to the consent calendar.

\*Staff appeal summaries will be available at the Rent Program website and the Clerk's office at least 72 hours prior to the meeting pursuant to O.M.C. 2.20.080.C and 2.20.090

**Accessibility.** Contact us to request disability-related accommodations, American Sign Language (ASL), Spanish, Cantonese, Mandarin, or another language interpreter at least five (5) business days before the event. Rent Adjustment Program staff can be contacted via email at [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

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 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) 或致電 (510) 238-3721 或 711 California relay service.

**HOUSING, RESIDENTIAL RENT AND RELOCATION  
BOARD FULL BOARD SPECIAL MEETING**

**February 25, 2021**

**5:00 P.M.**

**VIA ZOOM CONFERENCE  
OAKLAND, CA**

**MINUTES**

**1. CALL TO ORDER**

The Board meeting was administered via Zoom by H. Grewal, Housing and Community Development Department. He explained the procedure for conducting the meeting. The HRRRB meeting was called to order at 5:02 p.m. by Chair R. Stone.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
T. HALL	Tenant	X		
R. AUGUSTE	Tenant			X
H. FLANERY	Tenant Alt.			X
Vacant	Tenant Alt.			
R. STONE	Homeowner	X		
A. GRAHAM	Homeowner			X
S. DEVUONO- POWELL	Homeowner	X		
E. LAI	Homeowner Alt.			X
J. MA POWERS	Homeowner Alt.			X
K. FRIEDMAN	Landlord	X		
T. WILLIAMS	Landlord	X		
B. SCOTT	Landlord Alt.			X
K. SIMS	Landlord Alt.			X

\*Member S. Devuono-Powell appeared at 5:30 p.m.

**Staff Present**

Oliver Luby	Deputy City Attorney
Braz Shabrell	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer (RAP)
Barbara Cohen	Acting Senior Hearing Officer (RAP)
Harman Grewal	Business Analyst III (HCD)

### 3. CONSENT ITEMS

- a) Approval of Board Minutes from February 11, 2021, Full Board Special Meeting

K. Friedman moved to approve the Rent Board minutes. S. Devuono-Powell seconded.

The Board voted as follows:

**Aye:** K. Friedman, T. Hall, R. Stone, S. Devuono-Powell, T. Williams

**Nay:** None

**Abstain:** None<sup>3</sup>

The motion carried.

### 4. OPEN FORUM

- None

### 5. APPEALS

- a) T18-0218, Sund v. Vernon Street Apartments, LLC

This case has been postponed.

- b) T19-0186, T19-0235, Didrickson v. Commonwealth Co.

The tenant representative stated that the tenant did not receive the Board packet, and that the tenant contacted staff on Thursday, February 18, 2021, to request it but never received it. B. Kong-Brown texted Brittini Lothlen during the hearing, who replied that she emailed the Board packet on Friday, February 19, 2021, to Mr. Didrickson at [Dtribe510@yahoo.com](mailto:Dtribe510@yahoo.com), with a copy to B. Kong-Brown. This is the correct email address for Mr. Didrickson. The email did not bounce back as undelivered. The Board directed Mr. Didrickson to the RAP website for the next appeal hearing in order to avoid a future occurrence of the tenant not receiving the Board packet and granted a postponement. Staff will mail a hard copy of the Board packet to Mr. Didrickson for the next appeal hearing.

- c) T19-0301, Burnett v. Joyce

Appearances: Teresa Joyce Owner Appellant

Linda Joyce	Owner Appellant's Daughter
Tara Dudum	Owner Representative
Diane Burnett	Tenant Respondent

The owner representative contended that this case involves splitting of utilities where there is only meter. P.G.E. told the owner it would not install a separate meter as the property is a single-family residence. The hearing decision is not supported by substantial evidence, and the deceased service claim is untimely. The issue is whether a board regulation is preempted by State law. A local jurisdiction cannot enforce a regulation which is in conflict with state law. A landlord, pursuant to California Civil Code Section 1940.9, states that a landlord can split utilities if it is disclosed in writing and the tenant agrees in writing.

The owner representative further contended that if the Board finds that there are decreased housing services, to award the full amount of the utilities totaling over \$5,000 is inconsistent with prior decisions. There should be a careful analysis of how the decreased housing services are valued.

Regarding the exemption issue, this issue may be raised on appeal. The owner was not at the underlying hearing, and the hearing officer commented that the property is a single-family residence so this issue was raised at the hearing.

The tenant agreed with the hearing officer's decision.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Stone moved to remand the hearing decision to address the application of Civil Code 1940.9 and P.U.C. Electric Rule 18 and to consider if splitting of utilities is lawfully prohibited. K. Friedman stated a motion is needed to find that the subject property is a multi-unit structure. R, Stone withdrew his motion.

K. Friedman moved that the Board find that the subject property has more than one unit, and is a multi-unit building as defined in the Oakland Municipal Code and is under the jurisdiction of the RAP. R. Stone seconded.

The Board voted as follows:

**Aye:** T. Hall, R. Stone, S. Devuono-Powell, K. Friedman, T. Williams

**Nay:** None

**Abstain:** None

The motion was approved by consensus.

R. Stone moved to remand the case to the hearing officer to address the application of State law to splitting of utilities and whether the Oakland Municipal Code is preempted by State law in California Civil Code 1940.9 or other authorities, and reconsider the application of PUC Electric Rule 18 to these facts amending the decision on the application of the facts of this matter to the

applicable legal authorities, with discretion to determine if another hearing is necessary.

The Board voted as follows:

**Aye:** T. Hall, R. Stone, S. Devuono-Powell, K. Friedman, T. Williams

**Nay:** None

**Abstain:** None

The motion was approved by consensus.

## 6. Committee Reports and Scheduling

- a. Selection of new Board chair deferred  
Chair Stone and member Friedman announced that their terms have expired as of February 11, 2021, and they will be serving possibly as alternates
- b. The annual report of the Rent Adjustment Program will be presented at the next Board meeting on March 11, 2021

## 7. Action Items

None

## 8. ADJOURNMENT

The meeting was adjourned at 6:30 p.m. by consensus.



# AGENDA REPORT

**TO:** Edward D. Reiskin  
City Administrator

**FROM:** Shola Olatoye  
Director, HCDD

**SUBJECT:** RAP Annual Report 2018-19 and  
2019-20

**DATE:** February 1, 2021

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City Administrator Approval

Date:

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## **RECOMMENDATION**

**Staff Recommends That The City Council Receive The Annual Report Of The Rent Adjustment Program For Fiscal Years 2018-19 And 2019-20.**

## **EXECUTIVE SUMMARY**

The preparation of an Annual Report to the City Council regarding the status of the Rent Adjustment Program (RAP) is mandated in Oakland Municipal Code (O.M.C.) Section 8.22.050.A with required components identified pursuant to Measure JJ, approved by voters in November 2016. The last Annual Report presented to the City Council covered four years, from July 1, 2014 through June 30, 2018. The hiring of the new RAP manager in October 2018 created the capacity to complete the delinquent reports and bring them current through fiscal year 2017-18. The report was presented to the Council in April 2019 and therefore did not include data for fiscal year 2018-19. As such, this report includes both fiscal years 2018-19 and 2019-20.

Fiscal years 2018-19 and 2019-20 were extremely productive for the Rent Adjustment Program. RAP increased internal efficiencies and targeted outreach strategies that applied an equity framework to increase the services provided to the community. Significant achievements during the reporting period are detailed below, and include:

- Robust community outreach and educational programming
- Creation and distribution of numerous informational materials (information sheets, postcards, and guides) regarding the rent program and Oakland's rental housing laws
- Increased availability of holistic housing counseling services
- Eliminated the backlog of appeals cases and processing of petitions
- Partnering with the Neighborhood Law Corps to combat false owner move-in evictions and tenant harassment

Following the Background section below, the Annual Report provides information on the following areas for the reporting period:

City Council  
March 2, 2021

**000007**

1. Policy
2. Community Outreach and Education
3. Petitions and Appeals
4. Rent Board Activities
5. Financial Reporting

## **BACKGROUND/LEGISLATIVE HISTORY**

In 1980, the Oakland City Council adopted Ordinance No. 9980 C.M.S., which established the Housing, Residential Rent Arbitration and Relocation Board (The Board) and the Rent Adjustment Program (RAP). Since then, the Ordinance has been amended many times. The current Ordinance (O.M.C. Section 8.22.010 et seq.) regulates most residential rent increases in Oakland. Additionally, in 2002, the Oakland voters passed the Just Cause for Eviction Ordinance, requiring a property owner to prove one of the eleven just causes before they could evict a tenant (O.M.C. Section 8.22.300 et seq.).

The Oakland Rent Adjustment Ordinance and Oakland's Just Cause for Eviction Ordinance respond to a severe and longstanding housing market failure in Oakland and in the surrounding Bay Area. In a genuinely competitive market where an adequate supply of housing increases as demand increases, competition would hold rents down to the minimum necessary to cover the operational costs and also provide property owners with a reasonable profit. Instead, Bay Area rents reflect the scarcity in a market where supply has failed to increase with demand for the past two decades, making rents among the highest in the United States. Under such circumstances, tenants are easily taken advantage of unless protected by strong and effective regulation. Together, the Rent and Just Cause for Eviction Ordinances were intended to mitigate this phenomenon, maintain affordable housing, preserve community diversity, prevent illegal rent increases and evictions, and encourage investment in rental property in Oakland.

The mission of the RAP is to promote community stability, healthy housing, and diversity for Oakland residents while preventing illegal rent increases and evictions and ensuring a fair return for property owners.

At its core, the RAP is about housing stability. Community stability and diversity are supported through safe, healthy, affordable housing. Excessive rent increases can have a devastating effect not only on the individual but also on the entire community. They force thousands of Oakland residents to choose between spending over half their income on rent, foregoing other necessities, or moving far away from jobs and community ties. For many, none of these choices are viable, and homelessness becomes the only option. The COVID-19 crisis has not only exacerbated this problem but has also made it even clearer that there is a need for a strong protective framework. As such, rent control and rent control agencies are necessary components to anti-displacement policy.

### ***Program Highlights and Achievements***

The following are significant highlights and staff achievements from this reporting period (fiscal years 2018-19 and 2019-20):

- **Community Outreach, Education, and Housing Counseling Services**
  - Staff facilitated fourteen (14) workshops and town halls for tenants and property owners, including one (1) Spanish-speaking workshop.
  - Staff engaged in targeted outreach to small property owners and facilitated two (2) workshops for East Bay Rental Housing Association members.
  - Staff engaged in targeted outreach to local real estate professionals and presented a workshop on new developments in Oakland rental housing laws for the Oakland/Berkeley Association of Realtors.
  - Staff engaged in targeted outreach to the African American community and facilitated two (2) tenants' rights presentations, one in East Oakland and another in West Oakland.
  - RAP staff attended thirteen (13) community events such as Art + Soul, Dia de los Muertos, and the Chinatown Street Festival.
  - In-house counseling hours for the public increased from twelve (12) to thirty-five (35) hours per week. This allowed RAP housing counselors to provide holistic housing counseling to approximately 8,200 community members.
  - Staff published and widely distributed information sheets on multiple topics and a "Guide to Oakland's Rental Housing Law."
  - Staff participated as panelists for five (5) town hall meetings on the local Emergency Moratorium on evictions.
  - Staff created and distributed an informational postcard on the local Emergency Moratorium to 22,000 property owners and 8,000 Oakland tenants targeting those with the highest risk for eviction based on an equity analysis.
  - Staff created an informational postcard on state and local rent control and eviction protections which will be mailed this month to Oakland tenants.
  - Staff created Wednesday evening drop-in housing counseling at local libraries throughout the city which include the Asian, 81<sup>st</sup> Avenue, Cesar Chavez, and West Oakland Branches. Due to the Covid-19 Shelter- In-Place Order, the hours were temporarily suspended in April 2020. RAP will begin online drop-in hours in partnership with the public libraries in February 2021.
  
- **Hearings Process Improvements**
  - Staff eliminated the appeals cases backlog that was waiting to be adjudicated by the Board. In fiscal year 2018-19, there were approximately ninety-seven (97) backlogged appeals. To date there are none.
  - Staff eliminated the backlog in processing petitions and as follows:
    - In January 2019, it took nine (9) months to process petitions from the point of receipt to setting up a hearing. By the end of 2019, petitions were processed within one week.
    - In January 2019, it took five (5) months to schedule appeal hearings. By the end of the year, and to date, they are now being scheduled within thirty (30) days.
  
- **Compliance Activities:** Compliance activities have been put in place, including monitoring compliance with owner move-in requirements. Specifically:
  - Targeted mailings are sent to tenants who have received a no-fault eviction notice. These mailings provide information on tenants' rights including

entitlement to relocation benefits and how to access attorney services to bring a private right of action against a property owner carrying out a false owner move-in.

- RAP has partnered with the Neighborhood Law Corps to combat false owner move-in evictions, tenant harassment, and connect tenants with legal providers when a false owner move-in eviction is identified.
- Staff engaged the Fuse Fellowship program to explore the implementation of a Rent Registry which will enhance enforcement and prevent illegal rent increases. RAP expects to present its recommendations to the City Council mid-2021.

In addition, staff launched a landlord/tenant mediation program to help resolve landlord/tenant related conflicts without a formal adjudicative process. Specifically, the aim of the program during the Covid-19 pandemic was to provide a method to assist landlords and tenants in negotiating re-payment agreements for unpaid rent accrued during the pandemic.

### ***The Structure of the Rent Adjustment Program***

The Rent Ordinance defines the RAP as “the department in the City that administers (the Ordinance) and also includes the Board.” (O.M.C. Section 8.22.020). The Rent Board is a quasi-judicial body, composed of seven (7) full members and seven (7) alternate members appointed by the Mayor and confirmed by City Council. The Board hears appeals and enacts regulations and policies to further the administration of the Oakland Rent Ordinance and the Just Cause for Eviction Ordinance.

Generally, there are two models of how to approach regulation of the property owner-tenant relationship: passive enforcement and active enforcement. The passive enforcement approach enforces regulations only in response to complaints, which usually find their way to the regulatory agency only in egregious cases or where tenants have contact with an advocacy organization. The active enforcement approach uses extensive outreach to inform tenants and owners about their rights and obligations under the law and program regulations, maintains full and accurate records through reporting requirements for initial rents and eviction proceedings, provides mediation and dispute resolution services, and actively enforces the law and program regulations when it finds violations. RAP has transitioned to an active enforcement model of rent regulation during the reporting period.

In April 2019, the City Council increased the RAP fee from \$63 to \$101 to enable the program to transition to the active enforcement model, increasing staffing from sixteen (16) to twenty-six (26) full-time equivalent staff (FTEs). During the reporting period, RAP experienced significant restructuring to implement this model and is now divided into three distinct units: Administration and Policy (7 FTEs), Community Engagement and Enforcement (8 FTEs), and Hearings (11FTEs) (***Attachment A***).

The Community Engagement and Enforcement Unit (CEE) conducts extensive outreach to inform property owners and tenants of their rights and obligations through targeted mailings, informational postcards, and other print materials. CEE holds workshops for property owners, tenants, and the local real estate community. For example, during the reporting period, workshops included conflict resolution for property owners and tenants, tenants’ rights, and property owner 101, among others. CEE staff additionally held a targeted workshop specifically

for small property owners after the City Council eliminated the duplex/triplex exemption so that this community could have additional assistance navigating Oakland's rental housing laws. More than sixty (60) owners attended this workshop, and they expressed appreciation for the comprehensive presentations. During the reporting period, CEE staff members provided holistic housing counseling to approximately 8,200 community members and increased its internal processes' efficiencies. CEE sends information on the eviction for good cause requirements to tenants who have received a no-fault eviction notice. Although the Rent Program's current software does not provide detailed statistics, staff know that volume of inquiries and counseling has increased substantially over the past three (3) years as the economic situation has worsened.

The Hearings Unit, with eleven (11) FTE, includes five (5) Hearing Examiners and one (1) Senior Hearing Examiner who handles situations in which conflict has arisen between a property owner and a tenant. Community feedback regularly applauds the Hearings Unit for its fair and impartial adjudication of the Rent Ordinance. During this two-year reporting period, staff held hearings on 1,531 petitions for rent reductions or rent increases. In addition, the Hearings and CEE units jointly conduct a mediation program.

The Administrative/Policy Unit, with eight (8) FTE, includes the Program Manager and Assistant Program Manager who are responsible for providing leadership and managing the program, hiring and promotions, and adjudicating grievances and disciplinary actions. They also maintain effective relations with elected officials, other City departments, and the public. The unit is also responsible for office administration, staffing meetings of the Board, and conducting research, analysis, and producing reports.

## **ANALYSIS AND POLICY ALTERNATIVES**

O.M.C. Section 8.22.250.A (***Attachment B***) specifies the requirements for the RAP Annual Report to City Council. This Annual Report is comprised of data and information for two fiscal years from July 1, 2018 through June 30, 2020. This report addresses O.M.C. Section 8.22.250.A, along with other information, and is divided into the following sections:

1. Policy
2. Community Outreach and Education
3. Petitions and Appeals
4. Rent Board Activities, Meetings, and Attendance
5. Financial Reporting

### **1. Policy**

The following policies related to rent adjustment, just cause for eviction, and related matters were adopted during the reporting period, including effective dates.

#### **A. Oakland Laws**

Fair Chance Ordinance No. 13581 C.M.S (February 4, 2020)

Prohibits owners from screening tenants based on criminal history or making rental decisions based on a tenant's criminal record. The ordinance applies to all rental units

except owner-occupied properties of three units or fewer. Federally subsidized or state subsidized properties will be allowed to screen for criminal history only to the extent required by federal or state law.

COVID-19 Eviction Moratorium Ordinance No. 13589 C.M.S. (March 27, 2020, last extended by Ordinance No. 13594 on July 21, 2020)

1. Prohibits all evictions in units covered by the Just Cause for Eviction Ordinance during the local Covid-19 emergency, except if the eviction is necessary for the health and safety of other occupants.
2. Prohibits eviction for non-payment of rent that accrued from March 2020 until the end of the local emergency, if the non-payment is due to Covid-19.
3. Prohibits rent increases above the annual CPI adjustment.
4. Amended the Just Cause for Eviction Ordinance to add defense if the owner impeded. (July 21, 2020)

### **B. State Law**

Assembly Bill (AB) 1482 (Tenant Protection Act of 2019, effective January 2020)

1. Caps rent increases statewide to five (5) percent plus change in Consumer Price Index (CPI).
  - a. For Oakland, the cap is 6.1 percent until July 2021.
  - b. The cap will be recalculated for rent increases effective on or after August 2021. The calculation will use the CPI change from April 2020 to April 2021 (see explanation of the amendment in AB 3088).
2. Created statewide Just Cause eviction protections.
3. The rent increase protections and Just Cause protections will apply to most rental properties except:
  - a. Owner-occupied duplexes and single-family homes not owned by a corporation.
  - b. Units with certificate of occupancy issued within the last fifteen (15) years.

### **C. Federal Law**

Centers for Disease Control (CDC) Eviction Moratorium

Until December 31, 2020, this law prohibits eviction of tenants who submit a CDC declaration to the landlord. AB 3088 and Oakland's local eviction moratorium will usually be more protective of the tenant.

## **2. Community Engagement and Enforcement**

### **A. Outreach and Education Delivered Using and Equity Approach**

Outreach and Education are crucial components to actively enforcing the rent ordinance and eviction protections. Both tenants and property owners must first understand their rights and responsibilities in order to have access to the protections afforded under the law.

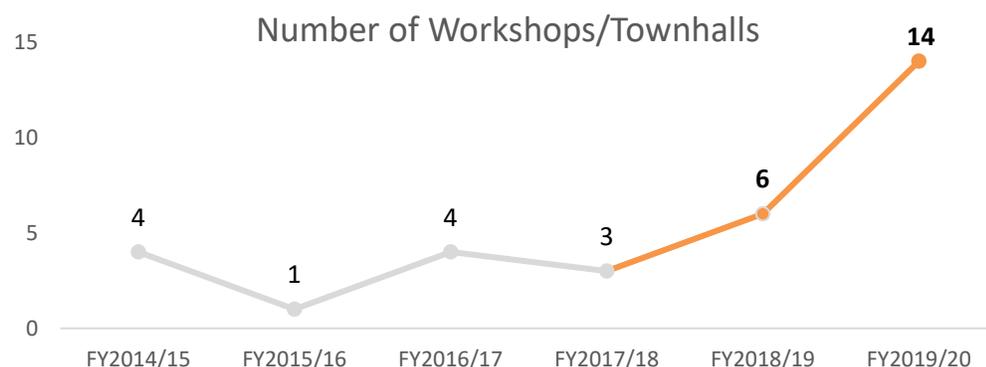
It is well established that African-Americans, Indigenous, Latinx, and communities where English is a second language are disproportionately affected by the housing crisis. As such, RAP applied an equity approach to outreach in order to target those most vulnerable and with the highest risk of displacement.

During fiscal years 2018-19 and 2019-20, RAP dramatically expanded its community outreach efforts. RAP conducted workshops for property owners and tenants and distributed information at community events and festivals throughout the city in neighborhoods including deep east Oakland, West Oakland, Chinatown, Fruitvale, and Temescal. Staff sent mailings to over 30,000 households, created more than twelve (12) new information sheets in multiple languages, and more than doubled drop-in counseling hours for tenants and property owners. Staff also began facilitating targeted evening drop-in hours at the 82<sup>nd</sup> Ave., West Oakland, Ceasar Chavez, and China Town Oakland Public Library branches in order to better serve community members who work during the day and are unable to visit or call RAP during business hours. This service was temporarily suspended due to the Covid-19 pandemic but will transition to virtual library office hours in early 2021.

### **B. Workshops**

During this two-year reporting period, RAP staff conducted more workshops than had been conducted in the last several fiscal years combined, as illustrated in **Table 1** below. Specifically, RAP facilitated and presented twenty (20) workshops and at town halls for tenants and property owners, including five (5) specifically related to the Covid-19 pandemic and the City's Eviction Moratorium. RAP staff engaged in targeted outreach aimed at small property owners and facilitated two workshops for the East Bay Rental Housing Association members. RAP staff also engaged in targeted outreach aimed at local real estate professionals and presented a workshop on new developments in Oakland rental housing laws for the Oakland/Berkeley Association of Realtors. RAP expanded efforts in targeted outreach aimed at the African American community and facilitated two (2) tenants' rights presentations, one in East Oakland and another in West Oakland.

**Table 1: Community Workshops and Townhalls Meetings: FY 2014/15 – FY2019/20**



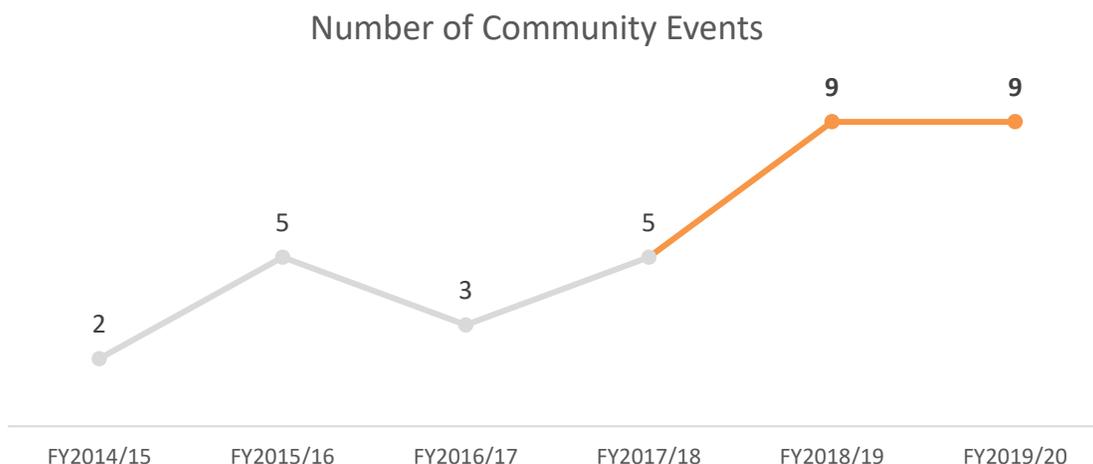
### **C. Community Outreach**

The number of community events that RAP staff attended increased by eighty percent (80%) in fiscal year 2018-19. RAP staff was scheduled to attend a larger number of community outreach events in fiscal year 2019-20, however, due to the Covid-19 pandemic, five (5) events were

canceled. **Table 2** illustrates the increased community outreach during reporting period, and **Attachment C** provides a full list of workshops and community events.

RAP staff participated in outreach events in diverse neighborhoods across the City of Oakland. Staff performed on-site housing counseling at community festivals including Art + Soul, the Juneteenth Celebration, the Chinatown Street Festival, Rockridge Out and About, Octoberfest, and the Día de los Muertos Celebration in Fruitvale. At each event, in addition to answering questions about rent control, evictions, and other housing issues, RAP staff distributed information about RAP and its services.

**Table 2: Number of Community Events**



#### **D. Drop-in Counseling**

The Rent Adjustment Program provides holistic, non-advocacy housing counseling, helping both property owners and tenants navigate landlord-tenant issues and connecting them to additional resources when necessary. At the beginning of fiscal year 2018-19, RAP was open to the public only twelve (12) hours a week, but since then the hours have more than doubled. RAP is now open for drop-in counseling for a total of thirty-one (31) hours a week. Counseling is currently conducted remotely through phone and email communication

As the number of hours and community presence increased, the number of tenants and property owners seeking housing counseling increased as well. During fiscal year 2018-19, the average number of counseling sessions was 262 per month. In fiscal year 2019-20, this number almost doubled to an average of 421 per month.

#### **E. Publications**

During fiscal years 2018-19 and 2019-20, RAP created sixteen (16) new information sheets on topics such as security deposits, rent control, the Emergency Moratorium, and evictions protections. Information sheets are translated into Spanish and Chinese and are available on the RAP website (<https://www.oaklandca.gov/topics/rent-adjustment-program>). In 2019, staff also published the Guide to Oakland Rental Housing Law, which is a comprehensive overview of local and state laws. The Guide is available in Spanish, English, and Chinese.

In August 2019, staff created an informational postcard about the changes in the law affecting owner-occupied duplexes and triplexes. This postcard, which outlined owners' new rights and responsibilities, was sent to over 8,000 households in Oakland.

A second postcard about the Emergency Moratorium Ordinance, which highlighted the eviction, rent increase, late fees, and Good Samaritan sections of the Ordinance, was sent to roughly 22,000 property owners. In the absence of a rental registry of tenancies in the City of Oakland, RAP determined the best approach would be to apply a racial equity lens to a targeted mailing campaign, and sent the information postcard to 8,000 tenants in highly impacted areas based on data. A rent registry would facilitate a complete mailing to all registered tenancies.

### ***F. Legal Services***

In the past two fiscal years, RAP contracted with two legal service providers: Centro Legal de la Raza (Centro) and Housing and Economic Rights Advocates (HERA). Centro provided legal assistance to tenants and offered in-house counseling and workshops to tenants in coordination with RAP. HERA provided legal advice and counseling and presented workshops to small property owners. Both service partners have made adjustments to assist the community remotely via phone and email since the Covid-19 pandemic began.

### ***G. Response to Covid-19 Pandemic***

On March 27, 2020, the Oakland City Council adopted the Covid-19 Eviction Moratorium Ordinance No. 13589 C.M.S. imposing a moratorium on residential evictions, rent increases above the CPI amount of 2.7 percent, and prohibiting late fees during the Covid-19 pandemic. Staff has worked to inform the community about the moratorium and to answer tenant and owner questions on virtual platforms.

Shifts in outreach in response to the pandemic include:

- Remote counseling by phone and email.
- Counselors received specialized training on the moratorium.
- Coordination with Centro and HERA to continue supporting community outreach efforts virtually.
- Planning for virtual workshops and training.
- Postcard mailing for tenants and owners
- Emergency Moratorium information sheet and frequently asked questions (FAQ)
- Increased referrals to Neighborhood Law Corps for concerns about potential moratorium violations and tenant harassment.
- Regular website updates, including a banner with moratorium information.

### ***H. Eviction Tracking and Enforcement***

#### Evictions Notices

The Just Cause for Eviction Ordinance requires property owners to file a copy of every eviction notice served to residents of a covered unit within ten (10) days of service with RAP. RAP has been receiving a decreasing number of notices, as depicted in **Table 3** below. The decreased number of eviction notices may be the result of an increase in rent increase notices that cause tenants to move out prior to receiving an eviction notice for nonpayment of

rent. Additionally, significant decreases occurred after the adoption of the Emergency Moratorium in response to the Covid-19 pandemic (**Table 4**). Prior to the adoption of the moratorium, the program received approximately 250 eviction notices per week. This number dropped dramatically to approximately 35-40 notices per month after the City Council adopted the Emergency Eviction Moratorium.

**Table 3: Total Eviction Notices Received Fiscal Years 2018-19 and 2019-20**

<i>Fiscal Year</i>	<i>Number of Notices Received</i>
2018 -19	6,714
2019-20	4,696

**Table 4: Eviction Notices Received After City Council Adopted the Emergency Moratorium**

Notices	Mar (27-31)	April	May	June	Total
Pay or quit	0	57	17	15	<b>89</b>
Cure violations	4	4	0	0	<b>8</b>
Change of Tenancy	0	1	0	0	<b>1</b>
Notice to Cease	1	0	2	3	<b>6</b>
Belief of Abandonment	0	0	1	0	<b>1</b>
OMI	0	0	1	0	<b>1</b>
Ellis	0	0	1	1	<b>2</b>
Claimed exemption	0	1	0	1	<b>2</b>
Resident Intent to vacate	0	0	0	1	<b>1</b>
Quit Nuisance	0	0	0	4	<b>4</b>
Quit (health & safety)	0	0	0	4	<b>4</b>
<b>Total</b>	<b>5</b>	<b>63</b>	<b>22</b>	<b>29</b>	<b>119</b>

**Tables 5, 6, and 7** Provide information on Ellis Act and Other No-Fault Evictions.

**Table 5: Ellis Act Eviction Notices**

<i>Fiscal Year</i>	<i>Number of Notices Received</i>
2018-19	26
2019-20	10

**Table 6: No-Fault – Owner/Relative Move-In Evictions**

<i>Fiscal Year</i>	<i>Number of Notices Received</i>
2018-19	71
2019-20	54

**Table 7: No-Fault – Relocation for Necessary Repairs**

<i>Fiscal Year</i>	<i>Number of Notices Received</i>
2018-19	20
2019-20	10

Tenant Move-Out Agreements

In January 2018, City Council adopted the Tenant Move-Out Agreement Ordinance No. 13483 C.M.S. which defines the requirements for property owners if they wish to offer a tenant compensation to vacate their rental unit. RAP tracks owner filings and compliance requirements under the Ordinance. Property owners are required to provide a disclosure form to tenants prior to negotiating a move-out agreement. This disclosure informs the tenants of their rights. These rights include a tenant's right to refuse a move-out offer, and if the property owner re-opens the negotiations within six months of the tenant's refusal, this constitutes harassment under the City's Tenant Protection Ordinance. The property owner must also provide a Pre-Move Out Negotiation Disclosure form to the City regarding their intent to negotiate a move-out agreement. Owners are not required to send the City a copy of their Move-Out Agreement if successful, but some have.

In fiscal year 2018-19, staff received 425 Disclosure Certification forms and 98 Agreements that provide for payments in amounts ranging from \$2,500 to \$125,000. In fiscal year 2019-20, staff

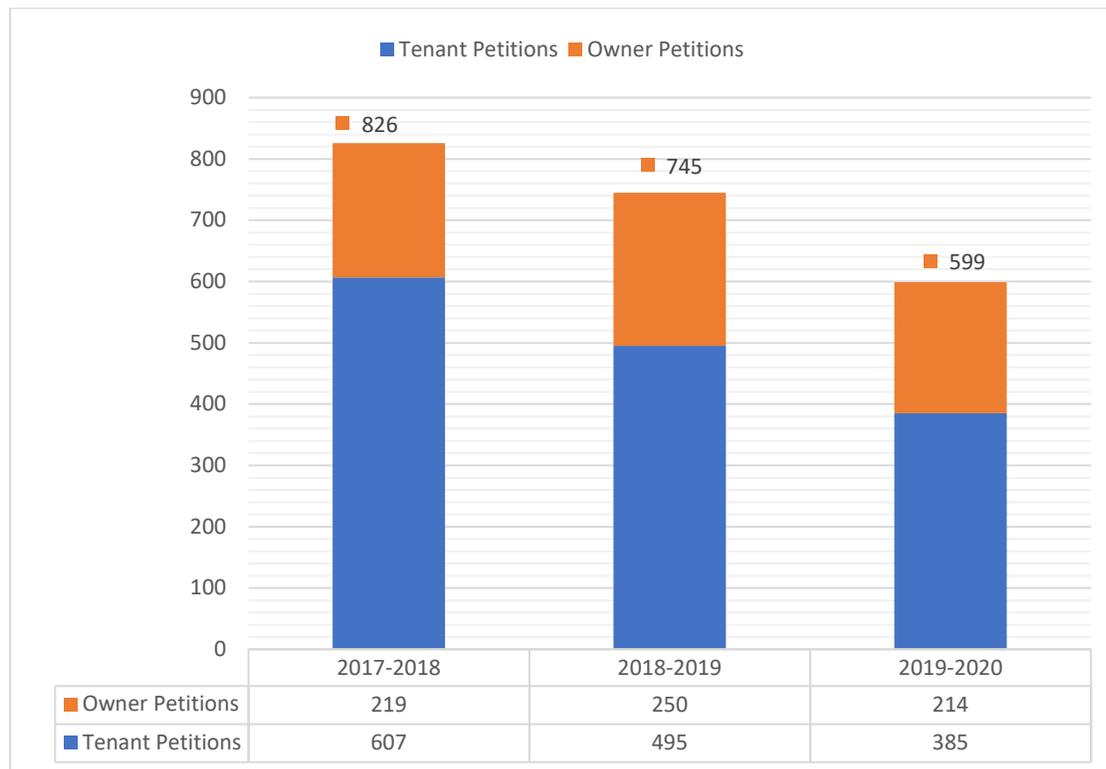
received 221 Disclosure Certification forms and 62 Agreements that provide for payments in amounts ranging from \$6,560 to \$75,000.

### 3. Hearings and Appeals

#### A. Petitions Filed

Through the petition process, tenants can compel property owners to make necessary repairs by petitioning to the Rent Board to decrease their rent until the habitability problems are corrected. Conversely, property owners can petition for rent increases to offset increased maintenance costs and capital improvements. In fiscal year 2017-18, 826 petitions were filed with RAP. In fiscal year 2018-19, 745 petitions were filed. In fiscal year 2019-20, RAP processed 599 petitions. This is a decrease of one hundred and forty-six (146) petitions since last fiscal year, as illustrated in **Table 8** below. This number includes petitions filed by both tenants and property owners. Generally, the tenant petitions contest a rent increase (or a series of rent increases) or claim decreased housing services, or both. Petitions filed by property owners include petitions where the owner is seeking an exemption or petitions where the owner is requesting approval of a rent increase for capital improvements, increased housing service costs or fair return. Often, more than one claim is made on a single petition, therefore the total number of specific grounds is greater than the number of petitions filed. **Table 9** provides information on the specific grounds presented in tenant petitions filed and **Table 10** provides information for property owner petitions.

**Table 8: Number of Petitions Filed Per Fiscal Year**



**Table 9: Grounds for Petitions Filed by Tenants**

Grounds for Tenant Petitions	2017-18	2018-19	2019-20
Costa Hawkins Violation	5	2	1
Decrease in Housing Services	300	286	249
Enhanced Notice Error	1	1	1
Exceeds 30% in 5 years	82	74	53
Exemption Based on Fraud or Mistake	29	47	18
Health, Safety, Code Violations	253	225	150
Incorrect Rent Increase	110	176	107
No Concurrent RAP Notice	237	173	129
No Ground Selected	6	7	3
No Pre-Approval of Increase	121	162	103
No RAP Notice at Inception or 6 months Prior	257	210	142
No Rent Reduction after Cap Improvement Increase	15	7	8
No Summary Provided	45	35	29
Rent Increase Exceeds CPI or more than 10%	338	248	148
Rent Increase Violates State Law	117	155	102
Second Increase in 12 months	84	62	56

The most common grounds for tenant petitions throughout the reporting period were for rent increases exceeding the CPI, decreased housing services, and health, safety and code violations.

Decreased housing services are based on a tenant’s claim that there is a loss of services that the property owner is obligated to provide by law or by the terms of the lease. While RAP does not collect data at present on types of “lost” or “decreased” services, staff finds these issues the most common: rodent and insect infestation, water intrusion from roof or windows, deteriorated carpet or flooring, need for painting, and mold issues.

**Table 10: Grounds for Petitions Filed by Property Owners**

Grounds for Owner Petitions	2017-18	2018-19	2019-20
Approval of Increase	76	133	78
Exemption	96	114	119
Extension of Time	0	23	17

In 2017, Ordinance No. 13418 C.M.S. amended the Rent Adjustment Program Ordinance (Article I of O.M.C Chapter 8.22) to require property owners to file petitions when they sought a rent increase greater than the CPI or banked increases. Property owners have filed an increased number of petitions with RAP based on this change.

The most common ground for a property owner to petition RAP is to request an exemption. The 2019-2020 fiscal year reflected the height of this type of activity. Additionally, property owners also commonly file requests for capital improvement rent increases (not specified here as its own ground, but as a part of a request to approve a rent increase).

### ***B. Processing Petitions***

In fiscal year 2017-18, the RAP developed a substantial backlog in processing petitions. By the end of 2018, processing times for petitions were approximately nine (9) months from the point of receipt to the scheduling of the hearing. In early 2019, internal processes were examined, and new procedures were developed and implemented. Within nine (9) months, the backlog was eliminated, and petitions were being processed within one week.

### ***C. Capital Improvement Cases Mediations and Alternative Dispute Resolution***

In fiscal year 2019-20, property owners have filed sixty-two (62) cases seeking capital improvement rent increases. Of the cases filed in this fiscal year, Hearing Decisions have been issued in three (3) of them and one (1) Administrative Decision was issued. Dismissals have been issued in nine (9) of the cases, and two (2) of these cases settled at settlement conferences held prior to beginning the hearing.<sup>1</sup> The sixty-two (62) capital improvement cases that were filed involved buildings with 700 total units with rent increases sought on 581 of the units.<sup>2</sup>

### ***D. Mediations and Alternative Dispute Resolution***

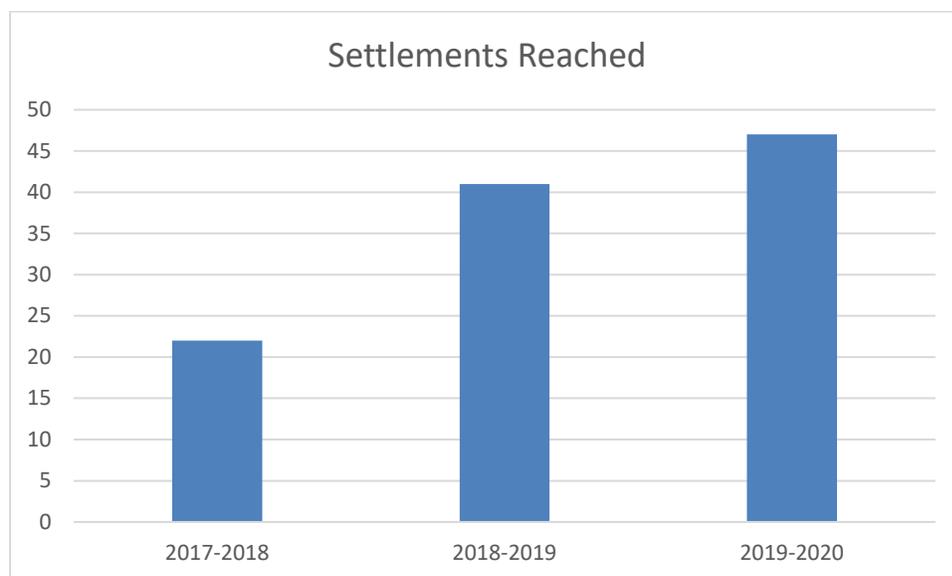
While RAP has offered mediations to property owners and tenants who have pending petitions and requested mediation for many years, this was the only method of alternative dispute resolution the program offered to property owners and tenants. At the beginning of fiscal year 2018-19, RAP began providing two additional methods of dispute resolution to

<sup>1</sup> Of the nine dismissals, two of them were involuntary, which means that the property owner did not appear at the Hearing. Seven of them were voluntary, which means that the property owner dismissed the petition prior to the Hearing date.

<sup>2</sup> Since a property owner can only seek a rent increase to those units that have benefitted from the improvements and for those tenants who moved in prior to the work being done, the number of total units is always more than the total of affected units.

tenants and property owners: 1) RAP provides an opportunity to settle most cases by holding a Settlement Conference prior to every hearing if a settlement conference is possible<sup>3</sup> and 2) RAP provides a forum for tenants and property owners who are not yet in the petition process to seek RAP mediation services. **Table 11** represents those cases that were in the petition process that have settled at a mediation or settlement conference.

**Table 11. Settlements Reached through Mediation or Settlement Conferences**



#### 4. Board Activities

##### A. Rent Board Appeals Hearings

In the past few years, RAP has seen a decrease in the number of cases presented to the Rent Board for hearings, as depicted in **Table 12** below. Additionally, several appeal hearing procedures were canceled due to a lack of quorum of the Board. The result was an extreme backlog of cases that made it difficult for appeals to be heard in a timely manner.

In July 2018 there were ninety-six (96) pending appeals. Appeal panels were created to increase the capacity of the Board to hear appeals cases. As a result, in January 2020, the backlog was eliminated.

**Tables 12** and **13** below provide information regarding the number of petitions, appeals and hearings.

<sup>3</sup> Settlement conferences can only be held in hearings where all required parties appear and cannot be held in cases where a property owner is seeking an exemption.

**Table 12: RAP Petition and Appeal Data by Year**

Fiscal Year	Number of Petitions	Number of Appeals	Number of Appeals Heard
2018-19	774	61	96
2019-20	634	56	51

**Table 13: How Appeals Resolved**

	2018-19	2019-20
Appealable Decisions	515	406
Number of Appeals	61	56
Resolved at end of fiscal year	96	51
Appeal Rate	18.6%	13.8%

**B. Board Activities: Fiscal Year 2018-19**

- Proposed revision to Rent Adjustment Regulations, including the following:
  - Efficiency Ordinance
    - Streamlined the appeal process, allowed panels to hear more appeals, a staff member to hear appeals when there are “no shows” and to change the attendance requirements.
- Changes in Rent Adjustment Program Ordinance/Regulations:
  - Passage of increase from \$68 to \$101 per unit for the Rent Adjustment Program Fee.
  - Elimination of duplex/triplex exemption for owner-occupied units.
  - Elimination of substantial rehabilitation as grounds for exemption from Rent Adjustment Ordinance.
  - Removal of exemption for owner-occupied units of three (3) or fewer from Just Cause for Eviction Ordinance.
- Policy discussions were held on the following topics:
  - Board attendance.
  - Deferred maintenance versus capital improvement (dry rot).

**C. Board Activities: Fiscal Year 2019-20**

- Proposed revision to Rent Adjustment Regulations, including the following:
  - Amendments to the Just Cause and Rent Regulations.
  - Tenant Protection Ordinance
    - Limits the maximum rent increase in any one year to conform to state law.
    - Makes failure to pay required relocation benefits an affirmative defense to eviction.
    - Limits late fees to three (3) percent.
    - Prohibits unilaterally imposed changes to terms of tenancy.
    - Adds one-for-one replacement of roommates to the definition of housing services.

- Prohibits eviction based on additional occupants if property owner unreasonably refused tenant's written request to add occupants based on number of rooms; property owner can charge a five (5) percent rent increase.
- Strengthens tenants' rights and enforcement of tenants' rights under the Tenant Protection Ordinance.
- Change in Rent Adjustment Program Ordinance/Regulations
  - Passage of Local Emergency with Moratorium limiting rent increases to the CPI Adjustment; prohibits any evictions under the Just Cause for Eviction Ordinance except for Ellis Act actions or imminent threat to the health and safety of other occupants; Moratorium provides complete defense to an eviction proceeding if the tenant can prove rent non-payment was related to the Covid-19 pandemic.
- Election of a new Board chair was conducted. Robert Stone is the new Board chair. Jessie Warner's term expired, and she was replaced by Saneta Devuono-Powell.
- Discussions related to establishing an ad hoc committee versus a standing committee.

***D. Appeal Hearings Activity:***

Fiscal Year 2018-2019

- Board meetings: There were twenty-three (23) full Board meetings held between July 1, 2018, and June 30, 2019. The Board heard sixty-one (61) cases.
- Appeal Panel meetings: There were fifteen (15) Appeal Panel meetings held between July 1, 2018, and June 30, 2019. The Appeal Panel heard thirty-five (35) cases.

Fiscal Year 2019-2020

- Board meetings: There were thirteen (13) full Board meetings held between July 1, 2019, and March 5, 2020. The Board heard twenty-six (26) cases.
- Appeal Panel meetings: There were twelve (12) Appeal Panel meetings held between July 1, 2019, and March 5, 2020. The Appeal Panel heard twenty-five (25) cases.
- Due to the Covid-19 pandemic, all Board and Appeal Panel meetings were postponed on March 19, 2020 until the close of fiscal year 2019/2020. Meetings resumed in September 2020.

***E. Board Attendance: Fiscal Year 2018-19***

- Eight meetings were cancelled between July 1, 2017 and June 30, 2018 due to a lack of a quorum. As noted above, cancellations became less frequent toward the end of fiscal year 2017-18 and into fiscal years 2018-19.
- There were two (2) Board members who had not been attending meetings for a period of twelve months, who resigned in the fall of 2018.

**F. Board Attendance; Fiscal Year 2019-20**

- Since July 1, 2019, most Board members are currently attending the majority of all planned Board and Panel meetings. The number of cancelled meetings has declined to four (4) due to a lack of a quorum.

**Table 14** depicts the current composition of the Board including their terms, vacancies and upcoming appointments.

**Table 14: Current Composition of the Board**

Position	Designation	Name	Term
Property Owner	Regular Member	Terrence Williams	2/12/20-2/11/23
	Regular Member	Karen Friedman	2/12/18-2/11/21
	Alternate	Benjamin Scott	2/12/19-2/11/22
Tenant	Alternate	Kathleen Sims	2/12/19-2/11/22
	Regular Member	Rose Auguste	2/12/19-2/11/22
	Regular Member	Tanaia Hall	2/12/20-2/11/23
	Alternate	Vacant*	
Neutral	Alternate	Hannah Flanery	2/12/19-2/11/22
	Regular Member	Saneta Powell	2/12/20-2/11/23
	Regular Member	Ardis Graham	2/12/19-2/11/22
	Regular Member	Robert Stone	2/12/18-2/11/21
	Alternate	Julia Ma Powers	2/12/19-2/11/22
	Alternate	Edward Lai	2/12/17-2/11/20

\*Corean Todd was the tenant alternate. On June 1, 2020, she vacated the position due to employment with the City of Oakland. There is currently one vacancy for a tenant alternate representative.

**G. Other Activities: Administrative Writs**

During the reporting period, City Attorney staff handled the following administrative writs that were all appeals from Rent Board decisions:

- Murray v. Rent Board (property owner writ)
- Regan v. Rent Board (property owner writ)
- Michelsen v. Rent Board (property owner writ)
- Marker v. Rent Board (tenant writ)
- Hyde Street v. Rent Board (property owner writ)
- Sherman v. Rent Board (tenant writ)
- Turner v. Rent Board (tenant writ)
- Golden State Ventures v. Rent Board (property owner writ)
- Baragano v. Rent Board (tenant writ)
- Owens v. Rent Board (property owner writ)
- Dezarega v. Tenants (property owner writ)

## 5. Financial Reporting

Table 15 presents the actual revenue and expenditures for the reporting period.

**Table 15: Actual Revenue and Expenditures for Fiscal Years 2018-19 and 2019-20**

	Actual FY 2018-19	Actual FY 2019-20
Beginning Fund Balance	<b>1,902,902.00</b>	<b>3,183,389.43</b>
<b>REVENUE</b>		
Investment Interest	41,869.55	40,441.82
RAP Fees	6,869,206.22	7,994,654.01
Service Fees	63.70	216.10
Collection Fees		4,685.50
Unrealized Gain/(Loss)	9,058.75	(910.91)
<b>Total Revenues</b>	<b>6,920,198.22</b>	<b>8,039,086.52</b>
<b>Total Available Financing (Revenue + Fund Balance)</b>	<b>8,823,100.22</b>	<b>11,222,475.95</b>
<b>EXPENDITURES</b>		
Salaries and Employee Benefits	4,439,290.04	6,306,734.15
Services and Supplies	52,479.73	59,393.42
Services Expenditures	18,397.39	58,332.57
Contract Expenditures	326,179.19	386,366.62
Travel and Education	16,160.81	30,942.29
City Internal Services	233,341.00	342,206.00
Bank and Credit Card	17,388.29	42,712.48
Burden and Overhead	443,644.92	569,617.35
Interest	1,580.42	292.97
Operating Transfer	91,249.00	408,851.00
<b>Total Expenditures</b>	<b>5,639,710.79</b>	<b>8,205,448.85</b>
<b>Surplus/Deficit</b>	<b>3,183,389.43</b>	<b>3,017,027.10</b>
<b>FUND BALANCE CALCULATION</b>		
Net Gain/(Loss)	1,280,487.43	(166,362.33)
Beginning Fund Balance	1,902,902.00	3,183,389.43
<b>Ending Fund Balance</b>	<b>3,183,389.43</b>	<b>3,017,027.10</b>

There was a 16.38 percent increase in revenue in fiscal year 2019-20 which reflects the increase of the RAP fee, approved by City Council in April 2019. The increased expenditures relate to the increase in staff that was deemed necessary by the City Council when adopting the fee increase. The increased staff capacity, along with funding of the outreach activities described in this Agenda Report have been fundamental to the success that RAP has achieved in improving program processes, transparency, public outreach and education, and compliance, as described in this Report.

The current fund balance for fiscal year 2019-20 is a carryover from past years related to the following two features: 1) Central Service Overhead (CSO) was budgeted in fiscal year 2017-18 for non-RAP positions and 2) extensive staff vacancies for fiscal years 2017-19. As opposed to drawing it down retroactively, the balance is retained by RAP for future uses. The program did experience a minimal net loss of \$166,362 (2 percent of total expenditures) in 2019-20. The fund balance serves to fill this net loss for the year 2019-20 fiscal year. The development of the next two-year budget will ensure that the program operates without a loss in the future. While budgeting for the coming two-year budget cycle is underway and factoring in the current fiscal crisis, the RAP fee is restricted by O.M.C. Section 8.22.500(A) for uses associated with the Rent Adjustment Program.

Approximately half of the fund balance will be used to cover construction costs to re-configure the sixth floor of 250 Frank H. Ogawa Plaza to better conform with the work performed at RAP, specifically related to administrative hearings conference rooms and office space for service delivery. Staff further believe an investment of the remaining funds can reconfigure the existing underutilized Housing & Community Development Department (HCD) space on the sixth floor. The reconfiguration will create the type of hearing spaces recommended in the 2016 audit as well as ensure sufficient workstations for all RAP staff positions and storage space. These changes will, in turn, facilitate high functioning program performance. HCD staff anticipate that additional fund balance will be expended on limited duration positions, expanded outreach related to the Covid-19 pandemic, and additional technology upgrades.

Retaining a small fund balance is important for the program to sustain potential reductions in fee revenue related to the economic impacts of the Covid-19 pandemic, as well as for future unforeseen circumstances. The proper sizing of a fund balance will be addressed in the upcoming two-year budget cycle process.

### **FISCAL IMPACT**

This report is for informational purposes and has no direct fiscal impact or cost.

### **COORDINATION**

This Agenda Report was prepared in coordination with the City Attorney's Office and the Budget Bureau.

### **SUSTAINABLE OPPORTUNITIES**

***Economic:*** There are no economic opportunities associated with this report.

***Environmental:*** There are no environmental opportunities associated with this report.

***Race and Equity:*** African Americans continue to have the highest rate of displacement and remain the most vulnerable community in Oakland's housing crisis. The Covid-19 has exacerbated this problem. RAP has identified an opportunity to launch a targeted "Ask Before You Act – Know Your Rights" Campaign focused on empowering Oakland's African American

small property owners and tenants in partnership with KBLX radio station. The campaign will use diverse tools including radio and social media to ensure that Black people have knowledge of and access to their rights under local and state housing laws.

**ACTION REQUESTED OF THE CITY COUNCIL**

Staff recommends that the City Council receive the Rent Adjustment Annual Report for fiscal years 2018-2019 and 2019-2020.

For questions regarding this report, please contact Chanée Franklin Minor at 510.238.3262.

Respectfully submitted,



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SHOLA OLATOYE  
Director, Housing & Community Development  
Department

Reviewed by:  
Maryann Leshin, Deputy Director, HCD

Prepared by:  
Chanée Franklin Minor, RAP Manager, HCD

Attachments (3)

- A – RAP Organization Chart
- B – O.M.C. Section 8.22.250.A
- C - Workshop and Community Outreach Schedule

## CHRONOLOGICAL CASE REPORT

Case No.: T19-0415  
Case Name: Beasley v. Horejsi  
Property Address: 3764 39<sup>th</sup> Avenue, Unit D  
Oakland, CA  
Parties: Linda Beasley (Tenant)  
Satchidananda Mims (Tenant)  
Michael E (Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 29, 2019
Owner Responses filed	November 19, 2019 March 4, 2020
Administrative Decision Mailed	March 5, 2020
Tenant Appeal filed	April 10, 2020

000028

T19.0415 RC/EJL

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 2019 AUG 29 PM 3:36
	<b><u>TENANT PETITION</u></b>	

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

**Please print legibly**

Your Name Akenduca D. Beasley aka Linda J. Beasley	Rental Address (with zip code) 3764 39th Ave. Apt D, Oakland CA 94619	Telephone: [REDACTED]
		E-mail: [REDACTED]
Your Representative's Name self	Mailing Address (with zip code) PO Box 19304, Oakland CA 94619	Telephone: [REDACTED]
		Email: [REDACTED]
Property Owner(s) name(s) Michael E. Horejsi; Patrica Horejsi	Mailing Address (with zip code) P.O. Box 2883 Castro Valley, CA 94546	Telephone: [REDACTED]
		Email: [REDACTED]
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: [REDACTED]
		Email: [REDACTED]

Number of units on the property: 7

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 type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: 7/24/1982 Initial Rent: \$ 425.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 06/05/2002 . 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		
07/06/2018	10/01/2018	\$ 968.42	\$ 1037.14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
06/013/2019	10/01/2019	\$ 1037.14	\$ 1130.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<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:

T03-0300, T16-0549, T17-0523, T18-0480

**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.

Akenduca D. Beasley Digitally signed by Akenduca D. Beasley  
Date: 2019.08.28 15:08:42 -0700

08/28/2019

Tenant's Signature

Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

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

### **File Review**

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

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

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

**Tenants Petition Attachment:**

Beasley, Akenduca D aka Linda J. Beasley is representing Tenants in Apartment D at residence address listed in Petition.

**Regarding legally withholding rent:** The rent is current in accordance with a court order issued by the Superior court of California; previous rent board decisions, and increases are suspended pending outcome of appeal decisions. Tenants are challenging banked rent or CPI increases in those cases. Tenants are in the process of filling a petition for Writ review in the Superior Court of California, for RAP case No.: T16-0549, T17-0523, and T18-0480.

**III. Description of Decreased or Inadequate Housing Services**

**Services:** dates are approximated below. Services not believed to be in compliance with *Cal. Civ. Code* §1942.4.

<b>Date</b>	<b>Decreased/Inadequate Services</b>	<b>Amount (\$)</b>
3/2018 - present-day	<b>Heater</b> defective doesn't function. PG&E technician inspected the heater and determined it was not functioning correctly. Landlord replaced parts: now it has trouble staying lit. When the pilot light is lit, sometimes heater works and sometimes it doesn't.	To be determined by rent board
7/2007- present-day	<b>Bath Tub</b> – dilapidated, rusted and full of mold cannot be used to bathe safely.	\$26.47 per month, set by rent board on March 15, 2017 case no.T16-0549;
7/2007- present-day	<b>Range</b> defective - both stove and oven overheat sporadically causing it to function at unsafe temperatures.	To be determined by rent board
7/2005-present-day	<b>Electrical wiring and power surges</b> - cause a lot of light bulbs to blow out within a short period of time. Installation. Cable television not functioning properly.	To be determined by rent board

	(Cable technician indicate building is grounded into Xfinity cable instead of PG&E.) Landlord informed tenants about possible grease in the outlet and outlets not being grounded properly.	
7/2018 -present-day	<b>Refrigerator</b> defective: light not functioning, when the environmental temperature approaches 85 Fahrenheit the refrigerator stops functioning properly and doesn't keep food cold.	To be determined by rent board
7/2019 -present-day	<b>Leaky faucet:</b> constant drip in kitchenette faucet. Have to keep cover out of sink or it will over flow.	To be determined by rent board

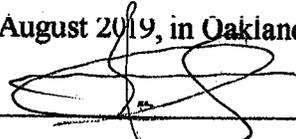
Beasley, Akenduca D aka Linda J. Beasley, am representing the tenants in the above-entitled proceeding. I have read the foregoing:

**Tenants Petition Attachment**

And know the contents thereof. The same is true of my own knowledge, except as to those matters which are herein represented on information and belief, and as to those matters, I believe them to be true.

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

Executed this 28 day of August 2019, in Oakland, California.

  
 \_\_\_\_\_  
 Akenduca D. Beasley aka Linda J. Beasley

  
 \_\_\_\_\_  
 Satchidananda Mims



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.  
RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT  
ARBITRATION PROGRAM

2019 NOV 19 PM 3:37

**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 19-0415**

Your Name  Michael E. Horejsi	Complete Address (with zip code)  P.O. Box 2883 Castro Valley, CA 94546	Telephone: [REDACTED] Email: [REDACTED]
Your Representative's Name (if any)  Self	Complete Address (with zip code)	Telephone:  Email:
Tenant(s) Name(s)  Linda Beasley Satchidanda Mims	Complete Address (with zip code)  3764 39th Ave, Apt D Oakland, CA 94619	[REDACTED]
Property Address (If the property has more than one address, list all addresses) 3764 39th Ave., Apt D, Oakland, CA 94619		Total number of units on property 7

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00054416  
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: 30192533  
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: 01/6/1974

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.

<b>Date of Contested Increase</b>	<b>Banking (deferred annual increases)</b>	<b>Increased Housing Service Costs</b>	<b>Capital Improvements</b>	<b>Uninsured Repair Costs</b>	<b>Debt Service</b>	<b>Fair Return</b>
6/13/19	<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 7/24/1982

The tenant's initial rent including all services provided was: \$ 425.00 / 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? 6/05/2002

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.

<b>Date Notice Given (mo./day/year)</b>	<b>Date Increase Effective</b>	<b>Rent Increased</b>		<b>Did you provide the "RAP NOTICE" with the notice of rent increase?</b>
		<b>From</b>	<b>To</b>	
06/13/2019	10/01/2019	\$1037.14	\$1130.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
06/07/2018	10/01/2018	\$ 968.42	\$1037.14	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/27/17	10/1/2017	\$ 882.42	\$ 968.42	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
08/26/2016	10/01/16	\$ 853.00	\$ 882.42	<input checked="" 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.

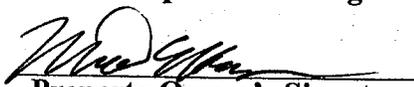
### IV. DECREASED HOUSING SERVICES

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.

**\*\* See Attachment for further information and facts.\*\***

### 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

19 NOV 2019  
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

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



CITY OF OAKLAND - 2019 Rent Adjustment Program (RAP)

Renew & Pay Online @ [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com)

DELINQUENT IF PAID OR POSTMARKED AFTER MARCH 1, 2019

SECTION I - OWNER INFORMATION

ACCOUNT NUMBER: 00054417

2. Mailing Address:

MICHAEL E HOREJSI  
PO BOX 2883  
CASTRO VALLEY, CA 94546-0883

3. Owner Name: Michael E Horejsi

4. Rental Location: 3764 39TH AVE  
OAKLAND, CA 94619-2037

5. Total Number of Units per Alameda County Records : 7



SECTION II - CLOSE ACCOUNT

MICHAEL E HOREJSI  
MICHAEL E HOREJSI RENTAL PROPERTIES

1639

11-35/1210 CA  
70937

DATE 8 Jan 2019

PAY TO THE ORDER OF

City of Oakland - RAP

\$ 476<sup>00</sup>

Four hundred Seventy Six dollars and no cents

DOLLARS

Bank of America



FOR

*[Signature]*

7. NET CHARGEABLE UNITS:

(deduct Line 6 from the total units pre-printed on Line 5)

7. 7

8. FEE DUE

(multiply Line 7 by )-\$68.00

8. \$ 476<sup>00</sup>

9. PENALTY DUE

(if paying after March 1, 2019 see box to the right)

9. \$ 0

10. INTEREST DUE

(if paying after March 1, 2019 see box to the right)

10. \$ 0

11. PRIOR AMOUNT DUE

11. \$ 0

12. TOTAL DUE (add Lines 8-11)

12. \$ 476<sup>00</sup>

If paying after March 1, 2019

PENALTY DUE (on tax):

3/2/2019 - 4/1/2019 add 10%

4/2/2019 - 5/1/2019 add 25%

5/2/2019 - until paid add 50%

INTEREST DUE (on tax + penalty):

3/2/2019 - until paid add 1% per calendar month

Payment Options:  ONLINE: [HTTPS://LTSS.OAKLANDNET.COM](https://ltss.oaklandnet.com) Pay by VISA, MasterCard, Discover or eCheck

Enter account number: 00054417 and PIN: 876949

BY MAIL: Send one check per account made payable to "City of Oakland - RAP" DO NOT SEND CASH

WALK IN: Cash, Check, VISA, MasterCard or Discover (see reverse for hours and holidays)

SECTION V - SIGNATURE

I declare under penalty of perjury that to my knowledge all information contained in this statement is true and correct.

Print Name	Signature	Date	Phone Number
<u>Michael E Horejsi</u>	<i>[Signature]</i>	<u>8 Jan 2019</u>	<u>                    </u>

THIS DOCUMENT HAS A "VERIFY FIRST" TRUE WATERMARK AND VISIBLE FIBERS DISCERNIBLE FROM BOTH SIDES

**CITY OF OAKLAND**

**BUSINESS TAX CERTIFICATE**

**ACCOUNT NUMBER**

00054416

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04, 190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA**

MICHAEL E HOREJSI

**EXPIRATION DATE**

12/31/2019

**BUSINESS LOCATION**

3764 39TH AVE  
OAKLAND, CA 94619-2037

**BUSINESS TYPE**

M Rental Apartment



MICHAEL E HOREJSI  
PO BOX 2883  
CASTRO VALLEY, CA 94546-0883

A BUSINESS TAX CERTIFICATE IS REQUIRED FOR EACH BUSINESS LOCATION AND IS NOT VALID FOR ANY OTHER ADDRESS.

ALL OAKLAND BUSINESSES MUST OBTAIN A VALID ZONING CLEARANCE TO OPERATE YOUR BUSINESS LEGALLY. RENTAL OF REAL PROPERTY IS EXCLUDED FROM ZONING.

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT

000040

PROPERTY OWNER RESPONSE; T19-0415

(Attachment to form)

I respectfully request that information provided in RAP Cases T03-0237, T03-0300, T16-0549, T17-0523 and T18-0480 be incorporated herein into this response.

Also, Superior Court Case No RG17868344 and Mutual Settlement Agreement and Release dated Jan. 3, 2019 should be incorporated herein as part of said response.

The Hearing Officer in his hearing Decision, Case 18-480, summarized the effect of this Settlement Agreement on RAP Rulings. See Mutual Settlement Agreement and Release.

The owner submitted a copy of a Complaint for Damages in Alameda County Case No. RG17868344, Beasley and Mims v. Michael E. Horejsi, et al. dated July 14, 2017, regarding the subject rental unit. This Complaint states, in Paragraph 45, "Plaintiffs suffered ...injuries due to the dangerous condition of the Subject Premises which include ... defective heater, no heat, defective stove ... inadequate electrical wiring."

The owner also submitted a document entitled 'Mutual Settlement Agreement and Release' signed by the parties on January 3, 2019. This document refers to litigation involving the subject rental unit.

This document states, in part, that it is 'the intent of the Parties to this Agreement that, in exchange for the settlement payment set forth below, that Plaintiffs and Defendants shall release each other from all claims which they brought or may have been brought in the Action [lawsuit referenced above] ... which allegedly arise from the Action or Plaintiffs' tenancy ... This Action has been settled for the total amount of FIFTY THOUSAND DOLLARS and NO CENTS (\$50,000.00) to Plaintiffs.'

This document further states: 'This Settlement Agreement and Release is exempt from the confidentiality provisions of the California Evidence Code section 1119, et seq.' **All claims relating to their tenancy prior to Jan. 3, 2019 were waived** by the signing of the Mutual Settlement Agreement and Release and accepting money in exchange for this settlement. Plaintiffs' claims in the action were dismissed with prejudice.

The Superior Court retains jurisdiction over the Parties and enforces the Settlement Agreement and Release pursuant to CCP Section 664.6.

The tenants were served a 30 Day Notice of Rent Increase on Jun 13, 2019. It specified a banked increase of 8.21% beginning Oct. 1, 2019. See attached Notice. The basic CPI is listed as \$36.29. Tenants have, as usual, refused to comply with OMC 8-22 and have not paid the basic increase. Tenants are, as usual, making every effort to avoid paying even CPI increases.

The tenants' appeals concerning prior Rent Board increases are prohibited by the initiation of the Mutual Settlement Agreement and Release. On Sept. 20, 2019, the RAP issued a Final Dismissal on Cases T16-0549, T17-0523 and T18-0480.

Beasley suggests, in yet another attempt to delay, that she intends to file a Writ. This action can only be intended to circumvent the Court Order concerning the Mutual Settlement Agreement. **This is an obvious contempt of Court and breach of contract.**

The tenants have consistently failed to allow entry into their apartment for the past year or more. Entry was [finally] permitted on Sept. 23, 2019. The bulb was replaced in the refrigerator and a leaky faucet was repaired in the kitchen sink. The heater pilot light was adjusted to its normal setting. In the past, tenants have consistently tampered with the wall heater or thermostat so it would not work properly.

Tenants raised the same issues that they have already received money for by signing the Mutual Settlement Agreement and Release on January 3, 2019 - this was in exchange for **settling all claims** [and receiving \$50,000]. Beasley is attempting to circumvent her own signed agreement by claiming heater problems, bathtub issues, range, electrical wiring and bulb out in refrigerator. **These claims were denied** in Case T18-0480.

Additionally, she claims on hot days, 85 or more, the refrigerator does not cool properly. Each refrigerator has a temperature control; on those 'hot' days, the refrigerator control needs to be adjusted. This is not a decrease in housing services.

She also complained of a leaky faucet in the kitchen sink. Both the refrigerator light and faucet leak were repaired in Sept. 2019, after tenant finally allowed entry into the apartment.

Tenants were offered the apartment below their unit with the same basic configuration as theirs. The apartment was completely renovated. They were offered the same terms and conditions applying to their unit – **they did not accept the offer.**

The rent increase should be granted as requested. Essentially all remaining banked rent will be used, and only CPI basic adjustments will be made in the future.

Ms. Beasley has **failed and refused to pay any of the back rent increases** specified in Cases T16-0549, T17-0523 or T18-480. She is in arrears in rent in excess of \$4,000. This tenant should be sanctioned for willful failure to comply with the RAP Ruling.

2019 JAN -9 PM 1:01

## MUTUAL SETTLEMENT AGREEMENT AND RELEASE

### 1.0 PARTIES

THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made by and entered between the following parties ("Parties"):

- 1.1 Plaintiff AKENDUCA BEASLEY;
- 1.2 Plaintiff SATCHIDANANDA MIMS (collectively "Plaintiffs"), and,
- 1.3 Defendants MICHAEL E. HOREJSI and PATRICIA H. HOREJSI (collectively "Defendants").

### 2.0 INTENT

2.1 The Parties named in Section 1.0 have been involved in litigation (hereinafter "Action") involving the real property located at 3764 39<sup>th</sup> Ave., Oakland, CA 94619. ("Property"). The Action involves claims by Plaintiffs against Defendants regarding damages and injuries arising out of the Property allegedly sustained during the period of Plaintiffs' occupancy of the Property (hereinafter "Incident"). Plaintiffs and Defendants now wish to settle the Action and the claims that have been asserted in the Action, together with any and all claims, disputes, and controversies of any kind between Plaintiffs and Defendants.

2.2 Notwithstanding any matters now pending at the "Rent Board", is the intent of the Parties to this Agreement that, in exchange for the settlement payment set forth below, that Plaintiffs and Defendants shall release each other from all claims which they brought or may have been brought in the Action arising out of any and all claims related to the Incident including, but not limited to, any claims for contract damages, bodily injury, property damage, or personal injury.

2.3 As used herein, "claim" or "claims" shall refer to any and all claims, cross-claims, actions, causes of action, allegations, complaints, cross-complaints, damages, demands, liabilities, obligations, debts, liens, fees, costs, and warranties, whether known or unknown, suspected or unsuspected, which allegedly arise from the Action, and/or any allegation which has been made, or could have been made, in the Action related to same. Such claims include, but are not necessarily limited to, intentional or negligent acts, indemnification, intentional or negligent omissions, breach of contract, nuisance damages, economic damages, emotional distress damages, bodily injury damages, personal injury damages, inconvenience damages, property damage, loss of use, out-of-pocket costs, attorney's fees, expert fees, investigative costs, and any other actionable omissions, conduct or damage of every kind and nature whatsoever which allegedly arise from the Action or Plaintiffs' tenancy.

NOW THEREFORE, in consideration of the following and the mutual covenants and conditions hereinafter set forth, the Parties hereto agree as follows:

### 3.0 SETTLEMENT AMOUNT AND DISMISSAL

3.1 This Action has been settled for the total amount of FIFTY THOUSAND DOLLARS and NO CENTS (\$50,000.00) to Plaintiffs. This total amount includes costs and attorneys' fees. The funds will be made payable to Law Offices of Andrew Wolff, P.C., Client

000043

Trust Account.

3.2 In exchange for these payments, Plaintiffs' claims in the Action shall be dismissed with prejudice by Plaintiffs within ten days of receipt of the settlement payment by Plaintiffs' counsel, Law Offices of Andrew Wolff, P.C.

3.3 Payment shall be made within ten (10) days following the execution of this Settlement Agreement and Release from Plaintiffs' counsel by Defendants' counsel, Haapala Thompson & Abern.

3.4 The payment set forth above will be made by or on behalf of Defendants and will satisfy all obligations of Defendants to Plaintiffs as a result of the Incident.

3.5 Defendants shall pay Plaintiffs' portion of the Mediator's fee directly to the mediator.

#### 4.0 RELEASE TERMS

4.1 Notwithstanding any matters pending at the "Rent Board", Plaintiffs and Defendants, hereby release and each of their heirs, attorneys, insurers, and assigns, from all claims brought by Plaintiffs in the Action and all claims which could have been brought by them arising from the Incident, and from any claims which relate to Plaintiffs' occupancy of the Property.

4.2 Plaintiffs understand and agree that the released claims contemplated by this Agreement include all claims described in the above paragraphs of every nature and kind whatsoever whether known or unknown, suspected or unsuspected, and hereby expressly waive all rights under Section 1542 of the Civil Code of the State of California, which provides as follows:

**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**

Plaintiffs acknowledge and assume the risk that they may hereafter discover facts different from, or in addition to, those which they now know or believe to be true with respect to the released claims, and agree that this Agreement and the releases and covenants contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery thereof.

4.3 Plaintiffs will hold harmless and indemnify Defendants from any claim, loss, demand or cause of action of the spouse, children, parent, grandparent, grandchildren or other family of Plaintiffs and any guardians of such persons, as well as those of any insurance company, governmental agency, health care provider, fraternal or benevolent organization, employer, union, or any lien pursuant to Sections 708.410 through 708.480 of the Code of Civil Procedure (Liens in Pending Action or Proceedings), or from Medicare, Medi-Cal, or other healthcare provider, or any other party claiming to have suffered damage, loss or expense by reason of the Incident.

000044

4.4 Plaintiffs shall be solely responsible for any and all outstanding medical costs and liens, and expressly agree to hold Defendants and Mercury Insurance Company harmless from same.

#### 5.0 OTHER PROVISIONS

5.1 The Parties expressly recognize that this is a compromise settlement of disputed claims and that payment in consideration of this Agreement shall not be construed to be an admission of liability by any other party, or any other person, entity, association, or corporation.

5.2 Each party shall be responsible for payment of her/his own court costs, attorneys' fees, and other expenses incurred in connection with the Action, including any costs incurred in compliance with the terms of this Agreement, except as expressly stated in this Agreement.

5.3 The text of the Agreement is the product of negotiation by the Parties and their counsel and is not to be construed as being prepared by one party or the other. The Parties acknowledge that this Agreement is executed without reliance on any representation made by any other party, or anyone acting on their behalf.

5.4 This Agreement contains the entire agreement between the Parties and shall be construed and enforced in accordance with the laws of the State of California.

5.5 In the event any portion of this Agreement is found void or voidable by a court of competent jurisdiction, or arbitrator(s), such portion shall be stricken, and the Agreement reformed to as closely approximate, as the law permits, the intent of the stricken portion or portions. The remainder of said stricken provision and of the entire Agreement will remain in effect.

5.6 The undersigned acknowledge that, in entering into this Agreement, they have sought or obtained, or otherwise waived, the advice of legal counsel and, in executing this Agreement, do so with full knowledge of its significance and with the express intention of effecting its legal consequences.

5.7 The Agreement is binding upon and shall inure to the benefit of each of the Parties hereto and their respective parents, subsidiaries, affiliates, predecessors, successors, divisions, shareholders, directors, officers, employees, attorneys, agents, representatives, heirs and assigns.

5.8 The Parties warrant that they believe no other person has or had, or claims any interest in any of the claims, demands, causes of action, obligations, damages or liabilities asserted by it referred to herein; that they have the sole right and exclusive authority to execute this Agreement and to bind themselves and their assigns thereby; and that they have not sold, assigned, transferred, conveyed or otherwise disposed of any claims, demands, causes of action, obligations, damages or liability asserted by them referred to herein.

5.9 Each of the Parties fully understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other than, or different from the facts now

believed by it to be true, each expressly accepts and assumes the risk of the possible differences in facts and agrees that this Agreement shall be and remain effective notwithstanding the difference in facts.

5.10 This Settlement Agreement and Release is exempt from the confidentiality provisions of California Evidence Code section 1119, et seq., and is admissible in evidence to enforce the terms of the Settlement Agreement and Release, subject to the limitations of Section 5.1.

5.11 The court may retain jurisdiction over the parties and enforce this Settlement Agreement and Release pursuant to Code of Civil Procedure section 664.6.

5.12 This Agreement may be executed in counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The Parties agree that this Agreement may be deemed executed by the delivery of signatures of the Parties by facsimile or electronic transmission. Fax and electronic signatures as well as copies of this document may be used in lieu of the original and such copies shall be equally admissible in evidence.

5.13 This Agreement shall be effective on the date last set forth beside the signatures below.

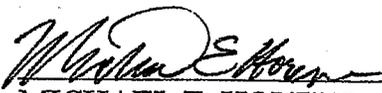
Dated: January 3, 2019

  
\_\_\_\_\_  
AKENDUCA BEASLEY

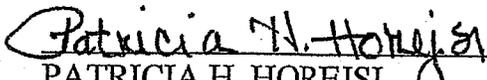
Dated: January 3, 2019

  
\_\_\_\_\_  
SATCHIDANANDA MIMS

Dated: January 3, 2019

  
\_\_\_\_\_  
MICHAEL E. HOREJSI

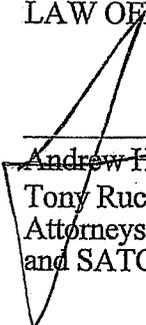
Dated: January 3, 2019

  
\_\_\_\_\_  
PATRICIA H. HOREJSI

APPROVED AS TO FORM:

LAW OFFICES OF ANDREW WOLFF, PC

Dated: January 3, 2019

  
\_\_\_\_\_  
Andrew H. Wolff  
Tony Ruch  
Attorneys for Plaintiffs AKENDUCA BEASLEY  
and SATCHIDANANDA MIMS

000046

Change of Terms of Lease/Rental Agreement [30 day Notice]

Date: <sup>13</sup> ~~5~~ JUN 2019

Tenant Name: Linda Beasley, Satchidananda mims

Address: 3764 39th Ave #D  
Oakland, Calif. 94619

Delinquent Rent, if any: Prior Rent increases 2016, 2017, 2018

Base Rent: 1037.14

Regrettably, due to increases in operating expenses, I find it necessary to increase rent on all units. Rent may be increased for the following reasons:

1. Capital improvement/uninsured repair cost, amount: 0;
2. Increased housing service costs, amount: 0;
3. Debt service cost, amount: 0;
4. Banking/rental history, amount: \_\_\_\_\_.

You are hereby notified that beginning on 1 OCT 2019, your monthly rent will increase 92.86 per month for a total rent of 1130.00. Your percentage rent increase is 8.21; banked rent remaining 0. Banked rent may be taken at a rate of three times the current CPI [Consumer Price Index] of ~~3.4%~~ - this total is 10.2%. The basic CPI increase for your unit is 3.5% x 1037.14 or 36.29 ~~3.5%~~ 10.5%

Dates	CPI	CPI taken	CPI	CPI taken
1 JUL 2019	3.5%			
July 1, 2018	3.4%			
July 1, 2017	2.3%			
July 1, 2016	2.0%			
July 1, 2015	1.7%	July 1, 2010	2.7%	
July 1, 2014	1.9%	July 1, 2009	<del>7%</del>	
July 1, 2013	2.1%			
July 1, 2012	3.0%			
July, 1, 2011	2.0%			

\*\*See back of Notice of Notice of RAP [Rent Adjustment Program]\*\*

  
Michael Horejsi, Landlord/Owner

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On 6 JUN 2019, 2019, I served the attached Change of Terms of Lease, 30 day notice of Rent increase.

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

Linda Beasley  
Satchindananda Mimis  
P.O. Box 19304  
Oakland, Ca. 94619

2nd serving

3764 39th Ave # D  
Oakland, Ca 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this <sup>13</sup>6 day of JUN, 2019 at Castro Valley, CA.



Michael E. Horejsi

000048

CITY OF BAKING  
CENT ARBITRATION  
2020 MAR -4 AM 10:53

**SUPPLEMENTAL TO PROPERTY OWNER'S RESPONSE TO PETITION T19-0415**

&

**PROPERTY OWNER'S RESPONSE TO T20-0006**

[March 2, 2020]

(Attachment to form)

The tenants have failed/refused to comply with the previous rent increases authorized by the RAP in Petitions T16-0549, T17-0523 & T18-0480. They have also failed to pay the CPI increase pending the hearing as required by the ordinance. I have recently requested a supplemental ruling concerning underpayment of rent. See Exhibit 1

In an effort to further delay collection of rent, the tenants have recently filed a Writ of Mandamus requesting they receive a rehearing. The Writ of Mandamus violates the previous Settlement Agreement and has no bearing on the issues at hand.

In a further effort to harass and intimidate owner, tenants have violated the Mutual Settlement and Release Agreement signed by all parties on Jan. 3, 2019. The intent of the parties is clearly depicted in paragraph 2.0 [Intent]; the agreement has been entered into evidence with Petition T19-0415. After receiving their \$50,000 settlement from my insurance company, they have decided they do not have to comply with the terms of the Settlement Agreement because they are not required to waive their rights to habitability issues or any of their claims.

Apparently, in an attempt to extort more money, the tenants have filed yet another nuisance lawsuit against the owner of the building. See Exhibit 2; Superior Court Case RG20032553. Nearly all claims and complaints listed in the two referenced Petitions have been listed as causes of action in their new suit. The Superior Court now has jurisdiction [not the RAP] over the following issues listed in their lawsuit. It should be obvious that these individuals are vexatious litigants.

**ISSUES:**

Paragraph 10. Mold and mildew contamination, defective heater, no heat, defective stove, dilapidated paint, holes in the wall, cracks in the wall, inadequate ventilation, missing window screens, defective bathtub, defective shower, dilapidated restroom, inadequate electrical wiring, insect infestation, defective plumbing.

Paragraph 18. Failure to provide rent receipts.

Paragraph 19. Rescinded parking privileges.

Paragraph 21. Property contains hazardous fluids and materials, lacks adequate weather stripping.

It should be noted that tenants filed this lawsuit In Pro Per; any lawyer filing a suit like this would be committing legal malpractice.

**The Hearing Officer in Petition T18-0480 correctly found, in part, that 'by filing their lawsuit, the Superior Court has assumed jurisdiction over all issues in their Petition.'**

The tenants amazingly are essentially appealing any potential rulings by the Rent Board before the Petitions are even heard.

Since jurisdiction of these issues have been removed to a Superior judicial body, the RAP is wasting time and effort in consideration of any issues beyond the landlords' petition for a legal rent increase that is squarely in their domain and responsibility. It is my opinion that, in these circumstances, the RAP cannot rule on other issues raised by the tenants beyond the rent increase requests.

In any event, the following issues are addressed and information is provided as follows:

1. Lack of rent receipts.

The tenant, Linda Beasley, pays rent by check; checks themselves are considered as a receipt by law. Due to past experience, any receipt given this tenant will be misconstrued and misinterpreted. See Ledger pages attached, Exhibit 3. For the most part, the tenant is provided with a photo copy of her check and acknowledgment of receipt by myself. She apparently desires some other form of receipt. On Feb. 27, 2020, receipts were converted to a new process listing a more complete accounting of all checks received since Oct. 1, 2019 provided to the tenant. See Exhibit 4.

2. Parking restriction.

Tenant initially contested the parking fees in Petition T03-0300; her petition was denied. Parking at the time was \$25.00 per month. It was again contested by tenant in T16-0549. On page 2, the Hearing Officer, quoting from the Unlawful Detainer Stipulation RG16-321622, a sentence entered on the Stipulation by tenant Beasley 'Defendants acknowledge that their current rent is \$828 and they owe an additional \$25/month for parking, which is not rent.' The Hearing Officer stated that parking was considered a housing service and was included with rent when calculating rent increases – this had not been my practice prior to that.

In a review of tenant files, I found it necessary to produce a change to the Rental Agreement concerning several issues. Paragraph 3 of that document addressed the long time practice in handling the parking issue. 'Parking is considered a housing service cost and is included as part of the rent. If rent is delinquent by excess of the parking fee of \$25.00, rent will be reduced by the parking fee and parking privileges will be withdrawn/revoked.' See Exhibit 5. There are a number of other restrictions concerning parking on my property that can cause a loss of parking privileges.

On Sept. 10, 2019, tenants were advised that their parking privileges were going to be removed effective Oct. 1, 2019, and their rent would be reduced by \$25.00 per month. On Oct. 1, 2019, rent was to increase to \$1,130 per month.

According to my understanding of the RAP rules, tenants are required to pay the basic CPI increase when identified, even if they file an appeal for banked rent increases. **The tenants stubbornly refused to pay the basic CPI increases since Oct. 1, 2016.** The Rental Agreement provides for late charges to accrue if the rent is not paid on time; I do not collect those late fees – they are deducted before any rent is credited. See Exhibit 4.

Tenant Beasley wrote a rather nonsensical letter on Feb. 5, 2020 concerning her view of things. See Exhibit 6. A response was sent on Feb. 27, 2020. A receipt for her Oct. 2019 rent indicates that she has back rent which is delinquent. Beginning with the October rent, the basic CPI of \$36.29 was added

to the rent she paid, \$1037.15, totaling \$1,073.44; this figure was reduced by \$25 for her lack of parking space, leaving the net rent due, without parking and late charges, to \$1,048.44 per month. The RAP allows a decrease in housing service as long as a rent reduction occurs. In this case, the value of the housing service was clearly established and the rent reduction was executed. Tenants lost their parking due to their own failure to comply with their contractual obligations.

Other issues:

The apartment is in habitable condition. However, the current tenant has been in the unit for a very long time. The bathroom is in need of repair. This includes repairing water damage, structural damage from shower water being allowed to flow out of the bathroom window while showering. Subfloor damage going into the bedroom closet, as well as completely refurbishing the rest of the unit. The apartment will be uninhabitable while this work is being completed. The tenants will not be able to live in the unit while the work is being done. I had a contractor provide an estimate for external work to repair; it may be necessary to remove the exterior wall and exterior deck to replace the damage caused by these tenants. A permit has been obtained to perform the work.

The current tenants were offered to relocate on several occasions. First in January 2006 to an apartment below hers in the same building- she refused. See Exhibit 7.

She was most recently offered this same unit on August 8, 2019. The unit had just been completely refurbished and looked like it came right out of Good Housekeeping magazine. It was offered to her in accordance with RAP rules. See Exhibit 8. The tenant, once again, did not accept the offer and the unit was rented to some great tenants.

Given tenants' previous behavior and failure to comply with RAP rules concerning Capital Improvements, I doubt that they would ever comply with rent increases for capital improvements.

Also given tenants' behavior and legal actions, it should be apparent they want nothing to do with getting their apartment unit remodeled. They are more motivated to file law suits and appeals than anything constructive. They probably need to move to a place that makes them happy.

In T16-0549, the Hearing Officer stated in part the criteria for reviewing habitability issues 'Also an owner must have notice of a problem and a reasonable opportunity to make needed repairs before a claim of decreased housing services will be granted.' The third point neglected by the Hearing Officer is that the issue must **not have been caused by the tenant(s) or their guests.**

An inspection of the apartment was conducted on Sept. 25, 2019. See Exhibit 9..

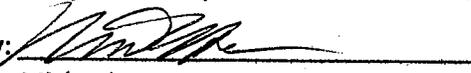
Tenants have consistently obstructed landlord's ability to perform services. The following is a partial listing of incidents. Tenants demand repairs, but for the most part deny entry to their unit.

1. Notice to Enter, Sept. 17, 2018; denied. See Exhibit 11.
2. Notice to Enter, Sept. 27, 2018; denied. See Exhibit 12.
3. Note from tenant denying entry Sept. 25, 2018. See Exhibit 13.
4. Notice to Enter, Oct. 15, 2018; denied. See Exhibit 14.
5. Letter to tenant, Oct. 13, 2018. See Exhibit 15.

6. Letter from tenant Oct. 14, 2018 [denied]. See Exhibit 16.
7. Letter to tenant Oct. 16, 2018. See Exhibit 17.
8. Letter from tenant Jan. 5, 2019. See Exhibit 18.
9. Notice to Enter Jan. 9, 2019. See Exhibit 19.
10. Letter to tenant Jan. 15, 2019. See Exhibit 20.
11. Notice to Enter May 14, 2019; denied. See Exhibit 21.
12. Letter from tenant May 14, 2019. See Exhibit 22.
13. Notice to Enter Sept. 3, 2019. See Exhibit 23.
14. Notice to Enter Feb. 28, 2020; denied. See Exhibit 24.

Tenants, at least 6 times, have denied permission to enter and effect repairs. When attempting to effect repairs, tenants harassed and rushed this landlord out of the unit. Tenants did **not** provide me [landlord] an opportunity to finish repairs they now complain about, which is their standard practice.

Dated: 3 Mar 2020

By: 

Michael E. Horejsi  
Landlord/Owner

March 3, 2020

CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2020 MAR -4 AM 10:53

Ms. Chanee Franklin Minor:  
Dept. of Housing and Community Development  
Rent Adjustment Program  
P.O. Box 70243  
Oakland, CA 94612-2034

Re: Lack of Under Payment of Rent Increases in Petitions: T16-0549; T17-0523 & T18-0480; per OMC 8.22.110 F.4; Based on Remand Decision dated Aug. 28, 2019

Dear Ms. Chanee Franklin Minor :

The tenant in the above-referenced matters has **not** paid any portion of the rent increases for the three listed Petitions for 3 years. She did increase her rent to \$1,037.14 on Oct. 1, 2019.

There is a current case, T10-0415, schedule for a hearing on March 11, 2020. Without the increased rent calculated, it will be impossible to determine the current rent payment accurately.

The tenant(s) are confused and have variously stated:

1. Their rent was not increased;
2. No one told them the rent was increased;
3. They did not know how to compute the unpaid rent; and
4. They do not accept the ruling from RAP.

The following calculations are provided, based on the Decisions rendered after considering the recent Dismissal of tenants' claims pending appeal.

T16-0549, Pg 7, pp2: Rent increase from \$853.00 to \$882.42 [\$29.42 increase per mth];  
Effective Oct. 1, 2016 through Sept. 30, 2017:  $29.42 \times 12 =$  \$353.04

Delinquent Rent

2016	\$353.04	ending Sept. 30, 2017
2017	\$353.04	ending Sept. 30, 2018
2018	\$353.04	ending Sept. 30, 2019

Total amount Due: \$1,059.12

T17-0523, Pg. 6: Rent increase from \$882.42 to \$942.86 [\$\$\$60.44 increase per mth];  
Effective Oct. 1, 2017 through Sept. 30, 2018:  $60.44 \times 12 =$  \$725.28

Delinquent Rent

2017	\$725.28	ending Sept. 30, 2018
2018	\$725.28	ending Sept. 30, 2019

Total amount Due: \$1,450.56

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2x1

Ms. Chaneé Franklin Minor

March 3, 2020

Page 2

T18-0480, Pg 3: Rent increase from \$942.86 to \$1,037.14 [\$94.28 increase per mth]:  
Effective Oct. 1, 2018 through Sept. 30, 2019:  $\$94.28 \times 12 =$  \$1,131.36

Delinquent Rent

2018 \$1,131.36 ending Sept. 30, 2019

**Combined total Delinquent Rent: \$3641.04**

According to my calculations, the unpaid rent increases total **\$3641.04** through Sept. 30, 2019. The tenant(s) were awarded \$50,000 in settlement – they should have the ability to pay the amount in one lump sum payment; if not, it should be spread over the shortest period of time permitted by the Rent Board.

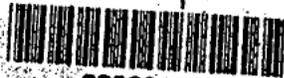
Respectfully submitted,



Michael Horejsi, Landlord

Michael Horejsi  
P.O. Box 2883  
Castro Valley, CA 94546  
(775) 400-6464

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22669106

RECEIVED  
CITY OF OAKLAND  
GENERAL ARBITRATION

SATCHIDANANDA MIMS  
AKENDUCA BEASLEY 2020 MAR -4 AM 10: 54

**FILED**  
ALAMEDA COUNTY

JAN 29 2020

CLERK OF THE SUPERIOR COURT  
By [Signature] Deputy



619

Plaintiffs in Pro Per

SUPERIOR COURT FOR THE STATE OF CALIFORNIA  
IN AND FOR THE COUNTY OF ALAMEDA  
LIMITED JURISDICTION

**RG20052553**

AKENDUCA BEASLEY AKA LINDA  
BEASLEY AND SATCHIDANANDA MIMS,

Plaintiffs,

vs.

MICHAEL E. HOREJSI, PATRICIA HOREJSI  
and DOES 1-30,

Defendants.

Case No.

**COMPLAINT FOR DAMAGES:**

1. Tortious Breach Of Implied Warranty Of Habitability [Civil Code § 1941]
  2. Contractual Breach Of Implied Warranty Of Habitability [Civil Code § 1941]
  3. Breach Of Contract [Cal. Civil Code § 3300 Et Seq.]
  4. Breach of Quiet Enjoyment.
  5. Breach Of Covenant Of Good Faith and Fair Dealing.
  6. Private Nuisance [California Civil Code §§3479 and 3501 et seq.]
  7. Premises Liability [California Civil Code §1714]
  8. Trespass
  9. Retaliation
  10. Negligence
  11. Violation of Oakland City Ordinance
  12. Violation of Oakland City Protection Ordinance
  13. Violations of California Civil Code §§ 51, 51.5, 52
  14. Violation of Welfare and Institution Code§15610.57
  15. Unfair Business Practices [Bus. Prof. Code §§17200, et seq., 17500]
  16. Promissory Fraud
  17. Fraud Intentional Misrepresentation
  18. Fraud Negligent Misrepresentation
  19. TRO, Preliminary or Permanent Injunction
- Limited Jurisdiction: exceeds \$10,000, but does not exceed \$25,000  
Plaintiffs Demand Jury Trial

1  
2 Plaintiffs, AKENDUCA BEASLEY and SATCHIDANANDA MIMS, allege as  
3 follows:  
4

5 **GENERAL FACTUAL ALLEGATIONS**

6 1. At all times herein relevant, Plaintiffs, AKENDUCA BEASLEY and  
7 SATCHIDANANDA MIMS (hereinafter, "Plaintiffs"), were competent adults residing  
8 in the City of Oakland, County of Alameda, California.

9 2. Plaintiffs are informed and believe, and thereon allege, that MICHAEL E.  
10 HOREJSI, PATRICIA H. HOREJSI and DOES 1-30, (hereinafter "Defendants"), owned,  
11 controlled, and/or managed the unit that Plaintiffs resided in during all relevant periods of time  
12 in this complaint.

13 3. Defendants DOES 1-30 are individuals and/or business entities doing business  
14 in the County of Alameda and/or who are contracted to do work in the County of Alameda.  
15 Each and every Defendant was at all relevant time the agents and/or employees of other  
16 Defendants and acted within the scope of said agency and/or employment. Plaintiffs do not  
17 know the true names of Defendants identified as DOES 1-30, but will seek leave to amend this  
18 complaint if and when Plaintiffs discover the identity of any of the Defendants now sued under  
19 the fictitious names DOES 1-30.  
20

21 4. In committing the acts complained of herein, each Defendant acted as the  
22 authorized agent, employee, and/or representative of each other Defendant. Each act of each  
23 Defendants complained of herein was committed within the scope of said agency,  
24 employment, or other representation, and each act was ratified by each other Defendant.  
25 Each Defendant is liable, in whole or in part, for the damages and injuries suffered by  
26 Plaintiffs.

27 5. This court is the proper court because Defendants do business in its  
28 jurisdictional area, the damage to Plaintiffs—and the making of the contract which is the

1 subject of this action—occurred within its jurisdictional area.

2 6. Plaintiffs are informed and believe, and thereon allege, that at all relevant  
3 times, Defendants were Plaintiffs' landlords, and Plaintiffs were the tenants of Defendants  
4 as those terms, "landlord" and "tenant" are defined under California Common Law under  
5 California Civil Code § 1980.  
6

7 7. On or about August 1, 1982, Plaintiffs, as tenants, and Defendants, as owner  
8 and/or agent and/or lessor, entered into a written agreement to rent the premises located at  
9 3764 39th Avenue Apt. D, Oakland, California 94619 to Plaintiffs. Such address is hereinafter  
10 referred to as the "Subject Premises". The essential terms of the written rental agreement  
11 required Plaintiffs to pay rent of \$425.00 payable on the first day of each month. The terms of  
12 this written rental agreement also required Plaintiffs to deposit a security deposit of \$400.00. A  
13 copy of this agreement is attached hereto as Exhibit A.

14 8. Defendants named herein were the owners and/or property managers or the  
15 agents and/or employees of the owners and/or property managers of the Subject Premises  
16 during all time periods relevant herein.

17 9. Throughout Plaintiffs' tenancy several substantial habitability defects existed in  
18 the Subject Premises which rendered the Subject Premises unfit for human occupancy under  
19 California common law and statutes. The defects were due to the Defendants' failure to  
20 maintain the Subject Premises during their relevant periods of ownership and/or management  
21 of said Subject Premises. These substantial habitability defects existed in Plaintiffs' unit and  
22 together and separately constituted violations of applicable housing laws, including but not  
23 limited to the Oakland Housing and Building Codes, California Civil Code §§ 1941.1, 1942  
24 and Health and Safety Code §§ 17920, 19210, and 13133.7.

25 ✓ 10. Said defective conditions included, but were not limited to, the following  
26 which existed at varying points throughout Plaintiffs' tenancy: mold and mildew  
27 contamination; defective heater; no heat; defective stove; dilapidated paint, holes in wall,  
28 cracks in wall, inadequate ventilation, missing window screens, defective bathtub, defective

1 shower; dilapidated restroom, inadequate electrical wiring, insect infestation, defective  
2 plumbing.

3 11. Plaintiffs sent several repair requests in writing and made other requests  
4 verbally to Defendants to have the aforementioned defects and others existing throughout  
5 their tenancy remedied.

6 12. Plaintiffs also filed complaints with the city of Oakland Rent Adjustment  
7 Program which ruled Plaintiffs were overpaying rent due to Defendants failing to maintain the  
8 Subject Premises in accordance with state and local housing and building codes.

9 13. On or about June 30, 2016, Defendants filed an unlawful detainer lawsuit seeking  
10 to evict Plaintiffs from the Subject Premises.

11 14. As a result of the unlawful detainer, Defendants and Plaintiff's entered into a  
12 Court Ordered Stipulation regarding the unlawful detainer on or about August 15, 2016. The  
13 stipulation stated in relevant part: paragraph 6. Within 30 days, Plaintiff (Michael Horejsi)  
14 shall inspect and repair as necessary the following defects: Bathtub, Bathroom Mold &  
15 Mildew, Hood Above Stove, Defective stove, Heater, Hole in Closet, Window screens; with  
16 the exception of the rights set forth herein, the parties waive all other rights known to them at  
17 this time.

18 15. After agreeing to the stipulation agreement / Order signed by a judge of the  
19 Superior Court, Michael Horejsi failed and refused to follow the order and make adequate  
20 repairs. As a consequence the Superior Court Judge entered a final judgment dismissed  
21 Horejsi's unlawful detainer with prejudice.

22 16. Akenduca Beasley and Satchidananda Mims filed a complaint in Superior Court  
23 of California County of Alameda on July 17, 2017, referencing several substantial habitability  
24 defects.

25 17. On or about January 03, 2019, Plaintiffs, Akenduca Beasley and Satchidananda  
26 Mims and Defendants Michael Horesji and Pat Horesji entered into a mediation settlement  
27  
28

1 agreement regarding the July 17, 2019 complaint.

2  
3 18. Plaintiffs are informed, believe and thereon allege, after agreeing to the  
4 settlement, Defendants failed to make adequate repairs, and have continued to violate the  
5 Oakland Tenant Protection Ordinance through their harassment toward Plaintiffs by not doing  
6 adequate repairs, failing and refusing to give Plaintiffs rent receipts in compliance with Civil  
7 Code § 1499, and decreased housing services by preventing Plaintiffs the use of their assigned  
8 automobile parking space to inconvenience Plaintiffs. Defendants are penalizing Plaintiffs  
9 because they are asserting their rights to challenge rent increases through rent board or  
10 Superior Court. Defendants demanded via letter dated September 26, 2019 an \$8178.00  
11 payment by October 1, 2019 or parking services would be removed and Plaintiffs could no  
12 longer park their car on Defendants' property.

13 ✓ 19. On or about October 10, 2019 Defendants locked a Jet Ski trailer in Plaintiffs'  
14 parking space inhibiting Plaintiffs' ability to utilize their assigned parking space. Defendants  
15 removed the Jet Ski trailer on or about December 5, 2019 Defendants rented Plaintiffs parking  
16 space to another tenant, Katrina. Katrina stated she paid Defendants for Plaintiffs' parking  
17 space, creating an unlawful transaction with Katrina of illegally trespassing on Plaintiffs'  
18 rented parking space. December 10, 2019, Defendants informed Plaintiffs via letter they no  
19 longer want to provide parking service to Plaintiffs, although parking is included in rent cost.  
20 Plaintiffs continued to pay rent that includes parking.

21  
22 20. Plaintiffs are informed, believe and thereon allege; On or about August 2019,  
23 Plaintiffs filed another Tenant Petition with the rent board challenging the notice of rent  
24 increase mailed to Plaintiffs by Defendant Michael Horejsi as a result of the defects in the  
25 subject premises. In addition, Plaintiffs filed a Writ of Mandate Appeal challenging aspects of  
26 the portions of past rent increases Plaintiffs believe are unlawful. As a direct result, Defendants  
27 sent Plaintiffs several letters demanding the money for the rent increase currently being  
28 challenged with the rent board and the Superior Court, and threatening them if they don't pay

1 \$8178.00 in rent and other fees, they would take legal action and revoke parking privileges.

2 ✓ 21. Plaintiffs are informed and believe and thereon allege that Defendants  
3 violated health & safety code section 17920.3 and 17920.10 because Defendants allowed  
4 the subject premises to contain hazardous fluids and materials, lack adequate  
5 weatherproofing, and to be substandard in every way identified herein and as defined by  
6 the applicable statutes.

7 22. All defendants had adequate opportunity and notice to repair said defects prior  
8 to Plaintiffs filing this complaint. Defendants failed and refused, and continue to fail and  
9 refuse, to repair the defects in Plaintiffs' apartment unit.

10 23. Plaintiffs are informed, believe and thereon allege, that Defendants revoked  
11 parking services, failure to make repairs and refusal to give Plaintiffs rent receipts purpose is  
12 to retaliate against Plaintiffs, because Plaintiffs lawfully exercised their rights as tenants,  
13 actions which include, but are not limited to, demanding repairs, contacting government  
14 agencies, filing a complaint in court and lawfully withholding rent in order to motivate  
15 Defendants to make repairs.

16 24. Plaintiffs suffered emotional distress, physical injury, over-payment of rent,  
17 and out-of-pocket expenses as a result of the aforementioned habitability defects and other  
18 acts and or omissions committed by Defendants.

19  
20 **FIRST CAUSE OF ACTION**  
21 **TORTIOUS BREACH OF THE IMPLIED WARRANTY OF HABITABILITY**  
22 **VIOLATIONS OF CIVIL CODE SECTION 1941**  
23 **(All Plaintiffs v All Defendants)**

24 25. Plaintiffs re-allege and incorporate into this cause of action the allegations of  
25 paragraphs 1 through 24, as if the same were set out at length herein.

26 26. Plaintiffs made requests for repairs and reported uninhabitable conditions in  
27 their unit to their landlords and their agents and or employees. Said requests were ignored,  
28 refused, denied, and or inadequately addressed.



1 out of pocket expenses. Plaintiffs also seek interest on their damages from each Defendant  
2 calculated according to statute.

3  
4 33. Wherefore Plaintiffs pray for the damages stated below.

5  
6 **THIRD CAUSE OF ACTION**

7 **BREACH OF CONTRACT CALIFORNIA CIVIL CODE §3300 et seq.**  
8 **(All Plaintiffs v All Defendants)**

9 34. Plaintiffs re-allege and incorporate into this cause of action the allegations  
10 of paragraphs 1 through 32, as if the same were set out at length herein.

11 35. Plaintiffs and Defendants entered into a written residential rental agreement.  
12 Defendants were obligated to perform under the terms of this agreement. Plaintiffs performed or  
13 were excused from performing their obligations under the contract. A covenant to provide a  
14 habitable premises and a covenant of good faith and fair dealing is contained in every residential  
15 rental lease and or agreement in the State of California pursuant to state statute and common  
16 law.

17 36. Furthermore Defendants warranted that the Subject Premises was in good  
18 condition at the time of entering into the contract.

19 37. Defendants breached the terms of said agreement on multiple occasions during  
20 the term of preceding the filing of this complaint by failing to make requested repairs, by  
21 failing to provide a habitable premises to Plaintiffs, and by collecting rent without repairing  
22 the substandard and habitability defects on the Subject Premises after being given a  
23 reasonable opportunity to do so. Defendants also failed to reasonably inspect their property  
24 for defects and health and safety hazards, and failed to warn or protect Plaintiffs from harm  
25 due to the health and safety hazards contained herein.

26  
27 38. As a result of all Defendants' conduct Plaintiffs suffered damages including  
28 overpayment of rent, out of pocket expenses, physical and mental discomfort, and other

1 damages to be ascertained at trial.

2  
3 39. Wherefore Plaintiffs pray for the damages stated below.

4  
5 **FOURTH CAUSE OF ACTION**  
6 **BREACH OF QUIET ENJOYMENT CALIFORNIA CIVIL CODE §1927**  
7 **(All Plaintiffs v All Defendants)**

8 40. Plaintiffs re-allege and incorporate into this cause of action the allegations  
9 paragraphs 1 through 39, as if the same were set out at length herein.

10 41. Every lease for real property includes the implied warranty of quiet  
11 enjoyment. This covenant prohibits lessors and landlords from actions that diminish a  
12 Plaintiffs' beneficial enjoyment of the Subject Premises. The covenant also places on lessors  
13 and landlords an affirmative duty to take reasonable steps in protecting Plaintiffs' quiet  
14 enjoyment of the Subject Premises from interference by other persons on or about the  
15 Subject Premises.

16 42. All Defendants by and through the acts and omissions alleged herein, breached  
17 the warranty of quiet enjoyment. All Defendants interfered with Plaintiffs' use and enjoyment  
18 of the Subject Premises by allowing the conditions named above and others according to  
19 proof to exist after being informed of their existence and being given an ample opportunity to  
20 correct these conditions.

21 43. As a direct and proximate result of the breach of all Defendants, Plaintiffs has  
22 suffered damages to be ascertained at trial.

23 44. Wherefore Plaintiffs pray for the damages stated below.

24  
25 **FIFTH CAUSE OF ACTION**  
26 **BREACH OF THE COVENANT OF GOOD FAITH AND FAIR DEALING**  
27 **(All Plaintiffs v All Defendants)**

28 45. Plaintiffs re-allege and incorporate into this cause of action the allegations  
paragraphs 1 through 45, as if the same were set out at length herein.

1           46.   Plaintiffs and Defendants entered into a written residential rental agreement.  
2 Defendants were obligated to perform under the terms of this agreement. Plaintiffs performed,  
3 or, were excused from performing their obligations under the contract. A covenant to provide a  
4 habitable premises and a covenant of good faith and fair dealing is contained in every residential  
5 rental lease and/or agreement in the State of California pursuant to state statute and common  
6 law.  
7

8           47.   Furthermore Defendants warranted that the Subject Premises was in good  
9 condition at the time of entering into the contract.  
10

11           48.   Defendants breached the covenant of good faith and fair dealing in terms of said  
12 agreement on multiple occasions during the term of preceding the filing of this complaint by  
13 failing to make requested repairs, by failing to provide a habitable premises to Plaintiffs, by  
14 failing to provide Plaintiffs receipts when rent is paid, pursuant to Cal. Civ. Code § 1499 and  
15 the Oakland Tenant Protect Act, by subtracting \$75.00 from total rent paid and note it as not  
16 paid and categorize rent status as late, by telling Plaintiffs not to barbeque in their space, and  
17 yet due to prejudice Defendants allow the tenants in Apartment A and Apartment B to barbecue  
18 whenever and however long they want to, by collecting rent without repairing the substandard  
19 and habitability defects on the Subject Premises after being given a reasonable opportunity to  
20 do so, by threaten to or interrupt, terminate, or fail to provide housing services, by failing to  
21 perform repairs and maintenance, by failing to perform due diligence when completing repairs,  
22 by substantially and directly interfere with Plaintiffs right to quiet use and enjoyment of the  
23 rental unit, by refusal to accept or acknowledge receipt of Plaintiffs lawful rent payment, by  
24 interference with a Plaintiff's right to privacy, by committing repeated acts to substantially  
25 interfere with or disturb the comfort, repose, peace or quiet of Plaintiffs, by revoking parking,  
26 and housing services for the purpose of causing the Plaintiffs to vacate the rental unit.  
27 Defendants also failed to reasonably inspect their property for defects and health and safety  
28 hazards, and failed to warn or protect Plaintiffs from harm due to the health and safety hazards

1 contained herein.

2  
3 49. In addition, Defendants breached the covenant of faith and fair dealing by doing  
4 the following acts: sending Plaintiffs various ambiguous, unfair and unlawful changes to the  
5 lease agreement via the mail (Cal Civ. Code§ 827; Code Civ. Proc§ 1162); by demanding new  
6 deposits, and late charge fees for the Subject premises, while rent increases were legally stayed  
7 by the local Rent Board and or the Superior Court; by using unpaid rent increases, stayed by the  
8 rent board or Superior Court as justification to revoke Plaintiffs parking and other housing  
9 services; by informing Plaintiff's they have added penalty clauses to their lease via mail letter,  
10 stating in pertinent part: "parking is considered a housing service and is included as part of the  
11 rent. If rent is delinquent by excess of the parking fee \$25, rent will be reduced by the parking  
12 fee and parking privileges will be revoked... landlord reserves rights to maintain property.  
13 Should tenants refuse to allow it! Landlord will hire repair personnel to do repairs and these  
14 additional charges will be deducted from rent", by not following the 2016 court ordered  
15 stipulation order judgment, in regards to not doing adequate or necessary repairs, and  
16 attempting to collect past banked rent that was agreed waived by all parties, attempting to use  
17 that agreement as a waiver to Plaintiffs habitability issues, by violating terms of the lease,  
18 particularly paragraph 7 auto parking, that states the following in relevant part: "It is  
19 expressly understood and agreed that the assigned parking space at said premises is limited to  
20 private passenger vehicles and the resident shall have no right to store any vehicles, boats, or  
21 trailers or other property on said parking space without written consent of management...".  
22 Paragraph 7 explicitly confirms parking is part of the Subject premises lease and Defendants  
23 breached the lease on or about October 10, 2019 by placing a jet ski trailer in Plaintiffs  
24 assigned parking stall to prevent Plaintiffs from parking. Defendants breached covenant again  
25 on or about December 10, 2019 informing Plaintiffs that Defendants no longer wishes to  
26 provide parking to Plaintiffs and Defendants assigned their parking space to another tenant,  
27 Katrina, after accepting rent payments for the subject premises. In spite of the fact that the  
28

1 apartment building has 7 subject premises and each apartment is assigned or associated with  
2 one parking stall; by revoking parking to cause Plaintiffs harm, Defendants know that parking  
3 on the city street is limited and hard to find and Plaintiff Beasley is elderly and partially  
4 disabled unable to walk long distances, in order to pressure both Plaintiffs to move out of  
5 Subject premises via constructive eviction, by failing to do adequate repairs in order to pressure  
6 Plaintiffs to move out of their Subject premises via constructive eviction, by turning the  
7 mediation settlement agreement and release created on January 3, 2019 in to the rent board as  
8 evidence to nullify Plaintiffs rent claims, when both paragraphs 2.2 and 4.1, clearly indicate the  
9 following in relevant part: "Notwithstanding any matters pending at the "Rent Board"",  
10 meaning the all claims that were pending at the time of execution of the agreement were  
11 excluded, Plaintiffs are informed, believe and thereon allege Defendants called the Police and  
12 had a parking ticket placed on their vehicle on Thanks Giving November 28, 2019, because  
13 their vehicle was parked in front of the Subject premises building several feet from a fire  
14 hydrant and Defendants don't want Plaintiffs vehicle anywhere near their building property.  
15

16 50. Plaintiffs are informed, believe and thereon allege, that Defendants breached the  
17 covenant of faith and fair dealing, revoking parking services, and failure, and refusal to give  
18 rent receipts and do repairs purpose is to harass and retaliate against Plaintiffs, because  
19 Plaintiffs lawfully exercised their rights as a tenants, actions which include, but are not limited  
20 to, demanding repairs, contacting government agencies, filing a complaint in Superior Court  
21 and lawfully withholding rent in order to motivate Defendants to make repairs.  
22

23 51. All Defendants by and through the acts and omissions alleged herein, breached  
24 the covenant of faith and fair dealing. All Defendants interfered with Plaintiffs' use and  
25 enjoyment of the Subject Premises by allowing the conditions named above and others  
26 according to proof to exist after being informed of their existence and being given an ample  
27 opportunity to correct these conditions.

28 52. As a direct and proximate result of the breach of all Defendants, Plaintiffs has

1 suffered damages to be ascertained at trial.

2  
3 53. Wherefore Plaintiffs pray for the damages stated below.

4  
5 **SIXTH CAUSE OF ACTION**  
6 **PRIVATE NUISANCE - CALIFORNIA CIVIL CODE §§3479 and 3501 et seq.**  
7 **(All Plaintiffs v All Defendants)**

8 54. Plaintiffs re-allege and incorporate into this cause of action the allegations  
9 of paragraphs 1 through 53, as if the same were set out at length herein.

10 55. All Defendants created a nuisance on the Subject Premises by interfering with  
11 Plaintiffs' use and enjoyment of the Subject Premises by allowing the conditions named  
12 above, and others, to exist after being informed of their existence and being given an ample  
13 opportunity to correct these conditions.

14 56. The aforementioned conditions were harmful to Plaintiffs' health, and or  
15 offensive to their senses, and or an obstruction to the free use of the property so as to interfere  
16 with the comfortable enjoyment of Plaintiffs' life and or property.

17 57. Plaintiffs made several complaints to all Defendants regarding the uninhabitable  
18 conditions of the dwelling unit and complained of other disturbances to their possession and  
19 quiet enjoyment of the Subject Premises. Defendants failed and refused to remedy the  
20 conditions of the Subject Premises.

21 58. As a direct and proximate result of the aforementioned conditions on the  
22 Subject Premises, Plaintiffs was reasonably annoyed and or disturbed by the condition of  
23 their living unit. Furthermore, Plaintiffs were harmed by these conditions. Plaintiffs incurred  
24 out of pocket expenses, suffered emotional distress, and did not receive the full benefit of  
25 their home. The harm to Plaintiffs outweighs any potential benefit, if any exists, of  
26 Defendants' conduct. As a direct and proximate result of Defendants' failures, Plaintiffs  
27 suffered damages as specified throughout this complaint.

28 59. Wherefore Plaintiffs pray for the damages stated below.

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3 **SEVENTH CAUSE OF ACTION**  
4 **PREMISES LIABILITY - VIOLATION OF CAL. CIVIL CODE § 1714**  
5 **(All Plaintiffs v All Defendants)**

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60. Plaintiffs re-allege and incorporate into this cause of action the allegations of paragraphs 1 through 59, as if the same were set out at length herein.

61. Defendants who owned and or were otherwise responsible for the maintenance of the Subject Premises had an obligation to maintain the Subject Premises and to perform repairs in a reasonable and safe manner. As a tenant, Defendants owed Plaintiffs a duty of care which encompassed maintaining the Subject Premises and performing repairs in a reasonable and safe manner. During the statutory period, Plaintiffs suffered physical, mental and emotional injuries due to the dangerous conditions of the Subject Premises which include, but are not limited to, mold and mildew contamination, defective heater, no heat, defective stove, holes in wall, cracks in wall, inadequate ventilation, missing window screens, defective bathtub, inadequate electrical wiring, insect infestation, defective plumbing, all of which caused or contributed to Plaintiffs' physical injuries, and emotional distress in the form of mental anguish, and pain and suffering.

62. Defendants had ownership, and or control of the subject property at the time of Plaintiffs' injury. Prior to Plaintiffs' injury Defendants knew, or should have known, about the dangerous conditions and that exposure to them was and is a health hazard and or in fact injured or contributed to the injury of Plaintiffs.

63. Defendants did not remedy the condition before Plaintiffs suffered emotional distress and physical injury. Defendants had the ability and opportunity to warn of the dangerous conditions, but did not warn nor give Plaintiffs notice of the dangerous conditions that caused or contributed to their injuries.

64. The defendants who managed the property owed Plaintiffs, as their tenants, the duty to maintain the Subject Premises and to perform repairs in a reasonable and safe manner. Defendants breached their duties by performing maintenance and or repair work

1 negligently and by allowing Plaintiffs to be exposed to the above named defective  
2 conditions. Defendants also employed others negligently and or had a non-delegable duty  
3 with regard to dangerous conditions created on the Subject Premises by persons employed  
4 by Defendants to perform work on the Subject Premises. Plaintiffs suffered harm to their  
5 property in an amount to be determined at trial.

6  
7 65. As a result of Defendants' conduct, Plaintiffs suffered damages, including  
8 medical specials, emotional distress and pain and suffering, in an amount to be ascertained at  
9 trial.

10 66. Wherefore Plaintiffs pray for the damages stated below.

11 **EIGHT CAUSE OF ACTION**  
12 **TRESPASS**  
13 **(All Plaintiffs v All Defendants)**

14 67. Plaintiffs incorporate the allegations contained in paragraphs 1 through 66 above  
15 as though set forth in full.

16 68. In or about October 10, 2019, Defendants, and Does 1 through 30, without  
17 Plaintiffs' consent or knowledge, intentionally or recklessly enter Plaintiffs' parking stall  
18 associated with Subject premises or property and block the Plaintiffs entry into their assigned  
19 parking stall, by placing their jet ski trailer in to Plaintiff parking stall and tethered it to a poll  
20 using a large chain and lock at the address of the Subject premises in the manner described  
21 above. Plaintiffs did not give permission for the entry.

22  
23 69. On or about December 10, 2019, Defendants, and Does 1 through 30, informed  
24 Plaintiffs by letter that they didn't want to provide and were not going to provide parking to  
25 them anymore and assigned their parking stall to another tenant, creating a continuous trespass.  
26

27 70. As a legal result of the Defendants' entry onto Plaintiffs' Property and  
28 unauthorized trespass on to Plaintiffs parking stall, Plaintiffs suffered general damages

1 according to proof. Plaintiffs have been forced to park on the city street resulting in their  
2 vehicle being damaged and seek damages in an amount as necessary to restore the Plaintiffs'  
3 vehicle to its prior condition. The value of restoring the Plaintiffs' Property to its approximate  
4 original state is an amount to be determined at trial.  
5

6 71. As a further legal result of the Defendants' entry onto Plaintiffs' Property and the  
7 unauthorized removal of parking services, Plaintiffs suffered discomfort and annoyance caused  
8 by not being able to use their parking stall they are currently paying rent for, and seeing their  
9 stall being used by another tenant, while they are forced to find parking on the busy city street.  
10 Plaintiffs received parking ticket for parking too close to fire hydrant on Thanksgiving Day;  
11 November 28, 2019, ticket stated complainant was Mike. As a result of this discomfort and  
12 annoyance, Plaintiffs have suffered general damages in an amount to be determined at trial.  
13

14 72. The aforementioned acts of the Defendants were willful, oppressive, fraudulent  
15 and malicious in that Defendants entered Plaintiffs' property and removed Plaintiffs ability to  
16 park in their parking stall, understanding that the neighborhood has limited parking and their  
17 actions would cause Plaintiffs stress, in an attempt to strong-arm Plaintiffs into moving from  
18 Subject premises. The aforementioned acts of the Defendants were willful, oppressive,  
19 fraudulent and malicious in that Defendants block parking with their Jet Ski trailer and later  
20 directed another tenant to park her car on Plaintiffs' property. Plaintiffs are entitled to treble  
21 damages pursuant to Civil Code § 3346, Code of Civil Procedure §§ 733 and 1029.8.  
22  
23

24 **NINETH CAUSE OF ACTION**  
25 **RETALIATION IN VIOLATION OF CALIFORNIA CIVIL CODE §§1942.5 (a) and (c)**  
26 **(All Plaintiffs v All Defendants)**

27 73. Plaintiffs re-allege and incorporate into this cause of action the allegations  
28 of paragraphs 1 through 72 as if the same were set out at length herein.

1  
2 74. Plaintiffs made requests for repairs and complained about habitability defects  
3 existing at the Subject Premises to Defendants and or their agents and or employees.  
4 Plaintiffs has also consistently exercised their right to inform Defendants about the above  
5 mentioned nuisance and the above mentioned breach of Plaintiffs' quiet enjoyment of the  
6 Subject Premises. Plaintiffs were within their rights to make the aforementioned requests and  
7 complaints and are and were, protected under the laws of California from being retaliated  
8 against for making said requests and complaints.

9 75. Defendants have continually denied repairs and maintenance to Plaintiffs' unit  
10 and surrounding common areas and refused to give Plaintiffs receipts for rent payments and  
11 proper credit for payments and physically blocked Plaintiffs from use of their parking stall, by  
12 parking a jet ski trailer in to the stall, and shortly thereafter issue notice via letter revoking  
13 Plaintiffs' parking and informing them that they have assigned their parking stall to another  
14 tenant, for the stated reason of retaliating against Plaintiffs for engaging in the protected  
15 activity of demanding repairs and asserting their legal rights.

16 76. Defendants violated Plaintiffs' rights by harassing and intimidating Plaintiffs,  
17 denying repairs and revoking their parking. Defendants' dominant motive in harassing and  
18 intimidating Plaintiffs, denying repairs was to retaliate against Plaintiffs for engaging in a  
19 protected activity.

20 77. Plaintiffs suffered out of pocket expenses, emotional distress and other  
21 general and special damages in an amount to be proven at trial as a direct and proximate  
22 result of Defendants' retaliatory conduct.

23  
24 78. Wherefore Plaintiffs pray for the damages stated below.

25 **TENTH CAUSE OF ACTION**  
26 **NEGLIGENCE**  
**(All Plaintiffs v All Defendants)**

27 79. Plaintiffs re-allege and incorporate into this cause of action the allegations of  
28 paragraphs 1 through 78, as if the same were set out at length herein.

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80. Defendants owed a duty of care to maintain the Subject Premises in a habitable condition pursuant to state and local codes, and not to violate Plaintiffs' rights. All Defendants violated said duty, throughout their respective terms of ownership, by failing to maintain the Subject Premises by allowing, mold and mildew contamination, defective heater, no heat, defective stove, holes in wall, cracks in wall, worn out carpet, inadequate ventilation, missing window screens, defective bathtub, inadequate electrical wiring, insect infestation, defective plumbing and other conditions to exist on the Subject Premises. Defendants also breached their duties by retaliating against Plaintiffs for demanding that the Defendants repair the defective conditions mentioned in this paragraph.

81. Plaintiffs further allege that Defendants violated California Code Sections 1941.1 and 1942.5 in that Defendants intentionally and or negligently failed and refused to remedy the defective, dilapidated and appalling conditions on the Subject Premises throughout Plaintiffs' tenancy, and by retaliating against Plaintiffs for demanding repairs.

82. As a direct and proximate result of each Defendant's breach of their duties throughout each respective period of ownership, Plaintiffs were harmed.

83. Plaintiffs are in the class of persons sought to be protected by California Code Sections 1941.1, 1942.4 and 1942.5 from the type of harm that was inflicted upon Plaintiffs by Defendants' breaches of said statutes. Thus Defendants' breach of the law constitutes negligence per se.

84. As a direct and proximate cause of the acts and omissions of Defendants, Plaintiffs suffered damages in an amount according to proof.

86. Wherefore Plaintiffs pray for the damages stated below.

**ELEVENTH CAUSE OF ACTION**  
**VIOLATION OF OAKLAND ORDINANCE 8.22 et Seq.**  
**(All Plaintiffs v All Defendants)**





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102. Plaintiff BEASLEY belongs to a protected class under the above-referenced statutes in that said Plaintiff BEASLEY is disabled, aged, or has a medical condition as defined by California law.

103. Defendants are a business establishment as that term is defined by Civil Code Sections 51-53.

104. Defendants have denied Plaintiff BEASLEY full and equal accommodations, advantages, facilities, privileges, or services as set forth above because of Plaintiffs' membership in said class. Defendants have also discriminated against Plaintiff BEASLEY with regards to the rental of property because of Plaintiff Beasley's age, disability, or medical condition.

105. Plaintiff BEASLEY has suffered out of pocket expenses and great mental, emotional and nervous pain and suffering, and other general damages as a result of Defendants denial of full and equal accommodations, advantages, facilities, privileges, or services.

106. Plaintiff BEASLEY is currently seeking attorney services as a result of said denials of full and equal accommodations, advantages, facilities, privileges, or services. Plaintiff BEASLEY seeks compensation for attorneys' fees as provided for by Cal. Civil Code Section 52.

107. Wherefore Plaintiff BEASLEY prays for the damages stated below.

**FOURTEENTH CAUSE OF ACTION**  
**VIOLATION OF CALIFORNIA WELFARE AND INSTITUTION CODE § 15610.57**  
**(Plaintiff AKENDUCA BEASLEY v. All Defendants)**

108. Plaintiff AKENDUCA BEASLEY re-alleges and incorporates into this cause of action the allegations of paragraphs 1 through 107, as if the same were set out at length herein.

109. Plaintiff BEASLEY is an elderly and dependent adult as defined by

1 California Welfare and Institution Code section 15610.27 and 156610.23 respectively.

2 110. Defendants owned and/or were otherwise responsible for the maintenance of the  
3 Subject Premises and had an obligation to maintain the Subject Premises, and to perform  
4 repairs, in a reasonable and safe manner which encompassed maintaining the Subject  
5 Premises and protecting Plaintiff BEASLEY from the health and safety hazards listed herein.  
6

7 111. Defendants also owed Plaintiff BEASLEY as a tenant, a duty of care to not  
8 physically and mentally abuse Plaintiff BEASLEY or to isolate her from outside contact,  
9 or to completely neglect Plaintiff Beasley's living conditions knowing it would result in  
10 physical and mental injury to Plaintiff BEASLEY.

11 112. During Plaintiff Beasley's tenancy Defendants did not maintain the Subject  
12 Premises in a reasonable healthy and safe fashion, and permitted the herein described health  
13 and safety defects to exist.

14 113. During Plaintiff Beasley's tenancy Plaintiff BEASLEY was physically and  
15 mentally abused and isolated by the Defendants and/or agents and/or representatives of  
16 the Defendants which resulted in physical and mental harm to Plaintiff BEASLEY.

17 114. Plaintiff BEASLEY suffered injuries including, but not limited to, emotional  
18 distress, pain and suffering, mental anguish and anxiety, due to the above mentioned  
19 dangerous conditions of the Subject Premises.

20 115. In performing the acts herein alleged, Defendants acted with oppression, fraud,  
21 despicably, willfully, maliciously and in conscious disregard of Plaintiff Beasley's rights  
22 under her rental agreement and state and local laws. Plaintiff BEASLEY is entitled to  
23 punitive damages in an amount to be ascertained at the time of trial.

24 116. Wherefore Plaintiff BEASLEY prays for the damages stated below.  
25

26 **FIFTEENTH CAUSE OF ACTION**  
27 **UNFAIR BUSINESS PRACTICE - VIOLATION OF CALIFORNIA BUSINESS AND**  
28 **PROFESSIONS CODE §§17200, et seq., 17500**  
**(All Plaintiffs v All Defendants)**

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117. Plaintiffs re-allege and incorporate into this cause of action the allegations of paragraphs 1 through 116 as if the same were set out at length herein.

118. Plaintiffs bring this cause of action on Plaintiffs' own behalf, on behalf of all persons similarly situated, and on behalf of the People of the State of California.

119. By reason of Defendants' failure to comply with state and local law for the management of real property, Defendants' conduct constitutes an unfair business practice under California Business and Professions Code §17200, et seq., and Business and Professions Code §17500.

120. Plaintiffs are informed and believe and thereon allege that it is the regular practice of Defendants to intentionally disregard the rights of tenants and violate applicable laws relating to tenancies in their buildings in ways that include, but are not limited to, failing to provide quiet enjoyment, failing to abate nuisances, allowing the defects identified herein to continue to exist in the face of government notices to abate, and renting units without certificates of occupancy.

121. At all times herein relevant, Defendants were conducting business under the laws of the State of California, the County of Alameda, and the City of Oakland. In conducting said business, Defendants were obligated to comply with the laws of the State of California, the County of Alameda, and the City of Oakland.

122. As a direct and proximate result of Defendants' conduct, Defendants have accrued unjust enrichment.

123. Wherefore Plaintiffs pray for the damages stated below.

**SIXTEENTH CAUSE OF ACTION**  
**PROMMISORY FRAUD**  
**(Plaintiffs v All Defendants)**

124. Plaintiff re-alleges and reincorporates each and every allegation contained in the General Allegations and all previous paragraphs of all previous sections and Causes of Action

1 this Complaint, inclusive, as though fully set forth herein.

2  
3 125. On or about July 23, 1982, Plaintiffs entered in to a lease agreement with  
4 Defendants, a copy which is attached hereto as Exhibit A and made a part hereof.

5 126. On or about July 23, 1982, Defendant Michael Horejsi promised Plaintiffs that  
6 Defendants would abide by the lease or rental agreement and conditions of occupancy;  
7 Defendant Michael Horejsi represented as long as Plaintiffs are tenants of Subject premises,  
8 and followed the terms of the lease, particularly paragraph 7 Auto Parking. Plaintiffs would  
9 have access and full use of the parking associated with their Subject premises.

10 127. At the time Defendants made the promise to Plaintiff, Defendants had no  
11 intention of performing it.

12 128. The promise was made by Defendants with the intention to induce Plaintiffs to  
13 accept the terms of the lease and move into the Subject premises.

14 129. Plaintiffs at the time this promise was made and at the time Plaintiff took the  
15 actions herein alleged, was ignorant of Defendants secret intention not to perform and Plaintiffs  
16 could not have, in the exercise of reasonable diligence, have discovered Defendants secret  
17 intentions. In reliance on the promise of Defendants, Plaintiffs accepted the terms of the  
18 agreement believing that Defendants would abide by the terms listed in their lease. If Plaintiffs  
19 had known the actual intention of Defendants, Plaintiff would not have taken such action.

20 130. Defendants failed to abide by their promise, and on or about October 10, 2019,  
21 blocked Plaintiffs from using their parking stall. Defendants placed a Jet Ski trailer into  
22 Plaintiffs parking stall and tethered it to a poll using a large chain and lock to prevent Plaintiffs  
23 from parking in the stall connected with their Subject premises. Shortly thereafter, on or about  
24 December 10, 2019, Horejsi informed Plaintiffs by letter that he feels he doesn't want to  
25 provide parking services anymore and has revoked Plaintiffs parking. Additionally, Defendants  
26 indicated that they rented the parking space to another tenant named Katrina, living in the  
27 apartment building. Although Plaintiffs have loss use of the parking, they are still paying for it.  
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2 131. Defendants have continued to accept monthly payments for the Subject premises,  
3 which payments include rent for the Subject premises and parking.

4 132. Plaintiffs at the time this promise was made and at the time Plaintiff took the  
5 actions herein alleged, was ignorant of Defendants secret intention not to perform and Plaintiffs  
6 could not have, in the exercise of reasonable diligence, have discovered Defendants secret  
7 intentions. In reliance on the promise of Defendants, Plaintiffs accepted the terms of the  
8 agreement believing that Defendants would abide by the terms listed in their lease. If Plaintiffs  
9 had known the actual intention of Defendants, Plaintiff would not have taken such action.

10 133. Defendants failed to abide by their promise, and on or about October 10, 2019,  
11 started to block Plaintiffs from using their parking stall. Defendants placed a Jet Ski trailer into  
12 Plaintiffs parking stall and tethered it to a poll using a large chain and lock to prevent Plaintiffs  
13 from parking in the stall connected with their Subject premises. Shortly thereafter, on or about  
14 December 10, 2019, Defendant Horejsi informed Plaintiffs by letter that he feels he doesn't  
15 want to provide parking services anymore and has revoked Plaintiffs parking. Additionally  
16 Defendants have indicated that they have rented the parking space to another tenant named  
17 Katrina, living in apartment building. Although Plaintiffs have loss use of the parking, they are  
18 still paying for it. Defendants have continued to accept payment for the Subject premises,  
19 which payments include rent for the Subject premises and parking.

20 134. As a proximate result of the fraudulent conduct of Defendants as herein alleged  
21 the unauthorized removal of parking services. Plaintiffs suffered discomfort and annoyance  
22 caused by not being able to use the parking stall they are currently paying rent for, and seeing  
23 their stall being used by another tenant, while they are forced to try and find parking on their  
24 busy street. As a result of this discomfort and annoyance, Plaintiffs have suffered general  
25 damages in an amount to be determined at trial.

26 135. As a direct and proximate result of the foregoing, Plaintiffs have been damaged  
27 in amounts to be proven at trial.  
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136. The aforementioned conduct of Defendants was an intentional misrepresentation, deceit, promise without any intent on keeping the promise or concealment of a material fact known to the Defendants with the intention on the part of the Defendants of thereby depriving Plaintiffs of property or legal rights or otherwise causing injury, and was despicable conduct that subjected Plaintiff's to a cruel and unjust hardship in conscious disregard of Plaintiffs rights, so as to justify an award of exemplary and punitive damages.

**SEVENTEENTH CAUSE OF ACTION FRAUD**  
**INTENTIONAL MISREPRESENTATION**  
**(Plaintiffs v. All Defendants)**

137. Plaintiff re-alleges and reincorporates each and every allegation contained in the General Allegations and all previous paragraphs of all previous sections and Causes of Action this Complaint, inclusive, as though fully set forth herein.

138. On or about July 23, 1982, Plaintiffs entered in to a lease agreement with Defendants, a copy which is attached hereto as Exhibit A and made a part hereof.

139. On or about July 23, 1982, Defendant Michael Horejsi promised Plaintiffs that Defendants would abide by the lease or rental agreement and conditions of occupancy; Defendant Michael Horejsi represented as long as Plaintiffs are tenants of Subject premises, and followed the terms of the lease, particularly paragraph 7 Auto Parking, Plaintiffs would have access and full use of the parking associated with their Subject premises.

140. As described above, Defendant Horejsi made false representations to induce Plaintiffs to lease Subject premises that Defendants knew were false when the representations were made, or were made recklessly and without regard for their truth.

141. Defendants intended for Plaintiffs to rely on their false and incomplete representations.

143. Plaintiffs reasonably and justifiably relied on their false and incomplete representations and did not know them to be false and incomplete.

1           144. Had Plaintiffs known that their representations were false, they would not have  
2 entered into the Lease.

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4           145. As a direct and proximate result of the foregoing, Plaintiffs have been damaged  
5 in amounts to be proven at trial.

6           146. The acts of Defendants were willful, malicious, wanton, reckless, fraudulent and  
7 oppressive, with the intent to harm and damage Plaintiffs, entitling Plaintiffs to an award of  
8 punitive and exemplary damages to be determined by the trier of fact.

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10                                   **EIGHTEENTH CAUSE OF ACTION FRAUD**  
11                                   **NEGLIGENT MISREPRESENTATION**  
12                                   **(Plaintiffs v All Defendants)**

13           147. Plaintiff re-alleges and reincorporates each and every allegation contained in the  
14 General Allegations and all previous paragraphs of all previous sections and Causes of Action  
15 this Complaint, inclusive, as though fully set forth herein.

16           148. As described above, Defendants made false and incomplete representations, for  
17 which they had no reasonable grounds to believe were true at the time the representations were  
18 made, to induce Plaintiffs in to lease.

19           149. Defendants intended for Plaintiffs to rely on their false and incomplete  
20 representations.

21           150. Plaintiffs reasonably and justifiably relied on their false and incomplete  
22 representations and did not know them to be false and incomplete.

23           151. Had Plaintiffs known that their representations were false and incomplete, they  
24 would not have entered into the Lease.

25           152. As a direct and proximate result of the foregoing, Plaintiffs have been damaged  
26 in amounts to be proven at trial.



1 156. Defendants, wrongful conduct, unless and until enjoined and restrained by order  
2 of this court, will cause great and irreparable injury to Plaintiffs as they will continue to pay  
3 rent for substandard housing and decreased services and Plaintiffs will be forced to park their  
4 vehicle on the street which will subject it to more damage.  
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6 157. Plaintiff has no adequate remedy at law for the injuries that are threatened as it  
7 will be impossible for Plaintiffs to determine the precise amount of damage that they will suffer  
8 if defendant's conduct is not restrained.  
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10 158. As a proximate result of Defendants wrongful conducts as herein alleged, plaintiff  
11 seeks general damages in an amount to be determined by proof at trial.  
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13 159. As a further proximate result of Defendants wrongful conducts as herein alleged,  
14 plaintiff seeks punitive damages in an amount to be determined by proof at trial.

15 160. As a further proximate result of Defendants wrongful conduct as herein alleged,  
16 Plaintiffs requests the court grant a judgment against defendants and each of them as follows:  
17

- 18 1. For an order requiring defendants to show cause, if any they have, why they should not be  
19 enjoined as set forth in this complaint, during the pendency of this action;
- 20 2. For a temporary restraining order, a preliminary injunction, and a permanent injunction,  
21 all enjoining Defendants, and each of them, and their agents, servants, and employees,  
22 and all persons acting under, in concert with, or for them:
  - 23 a. From: threaten to or interrupt, terminate, or fail to provide housing services; failing to  
24 perform repairs and maintenance; failing to perform due diligence when completing  
25 repairs; substantially and directly interfere with Plaintiffs right to quiet use and  
26 enjoyment of the rental unit; refusal to accept or acknowledge receipt of Plaintiffs lawful  
27 rent payment; refusal to give Plaintiffs receipts for rental payments, interfere with a  
28 Tenant's right to privacy; by committing repeated acts to substantially interfere with or  
disturb the comfort, repose, peace or quiet of Plaintiffs;
  - b. To: immediately return Plaintiff's parking space associated with their Subject premises,  
cease and desist from threaten to or interrupt, terminate, or fail to provide housing

1 services; failing to perform repairs and maintenance; failing to perform due diligence  
2 when completing repairs; substantially and directly interfere with Plaintiffs right to quiet  
3 use and enjoyment of the rental unit; refusal to accept or acknowledge receipt of  
4 Plaintiffs lawful rent payment; refusal to give Plaintiffs receipts for rental payments,  
5 interfere with a Tenant's right to privacy; by committing repeated acts to substantially  
6 interfere with or disturb the comfort, repose, peace or quiet of Plaintiffs.

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3. For damage in a sum \$2,000 per violation as may be sustained and as are ascertained before final judgment in this action to be determined by proof at trial.

**PRAYER**

WHEREFORE Plaintiffs pray for judgment as follows as to all Defendants:

- A. For general damages in the amount according to proof, for each cause of action;
- B. For special damages including property damage and loss according to proof, for each cause of action;
- C. For punitive and exemplary damages according to statute and according to proof, to be determined at trial;
- D. For statutory damages of \$5,000.00 for each violation of Civil Code § 1942.4 and \$2,000 per violation of Civil Code Section 1942.5
- E. For compensatory damages for losses resulting from humiliation, mental anguish, frustration, annoyance and emotional distress according to proof;
- F. For incidental expenses, past, present and future,
- G. For interest on the amount of losses incurred at the prevailing legal rate;
- H. For attorney's fees according to contract and statute, in the amount according to proof, pursuant to Civil Code §1942.4, §1942.5(g), O.M.C. Chapter 8.22.670 (D) and CCP §1021.5;
- I. For costs of suit incurred herein;
- J. For pre judgment interest;
- K. For statutory penalties;
- L. For costs of suit incurred herein; and or such other for and further relief as the

1 court may deem proper.

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3 Dated this 27<sup>th</sup> day of January, 2020

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7 Akenduca Beasley Plaintiff in pro per

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10 Satchidananda Mims Plaintiff in pro per

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# EXHIBIT A

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56.64 We if apartment is taken by 28 July 82

## RENTAL AGREEMENT AND CONDITIONS OF OCCUPANCY

The owners of the property known as Michael E. Hargis, hereinafter referred to as "Management", hereby rents to Keith Rankin, hereinafter referred to as "Resident", those certain premises known as Apartment D at 3764 39th Ave Oakland, California, month to month, commencing 1 April 1982 at a monthly advance rental of \$ 425<sup>00</sup> (including \_\_\_\_\_).

1. **RENTAL PAYMENT.** The monthly rental shall be due and payable on the first day of the month in advance. If commencement of residency is other than on the 1st day of the month, in the month following commencement of this rental, resident shall pay pro rata the rent to the end of that month. Rent proration in the amount of \$ 14<sup>00</sup> will be paid on or before 28 July 82 for the period 28 July 82 to 31 July 82. A late service charge of \$1.50 shall be charged resident for each day that rental payment is delinquent, commencing on the 5th day from the due date. Resident agrees to pay an additional charge of \$10.00 for each returned check unpaid.

2. **DEPOSITS.** It is agreed that the resident shall pay a \$ N/A KEY DEPOSIT (Keys, Key Card, I.D. Sticker), refundable approximately 14 days after termination of residency and return of keys. A SECURITY DEPOSIT OF \$ 400<sup>00</sup> shall be paid to cover terms and conditions of this Agreement. Management may retain amounts from the Security Deposit that are reasonably necessary: a) to remedy resident's defaults in the payment of rent, b) to clean, paint and repair premises if beyond normal wear and tear. Cleaning or repair work performed by vacating resident will be done to management's satisfaction. Balance of security deposit, if any, shall be mailed to tenant's last known address within 14 days of surrender of premises. In any event no security deposit shall be returned when the tenancy is less than six months. If actual costs of damage or a breach of the terms of this Rental Agreement exceed the amount of the security deposit, resident shall personally pay any excess cost. Resident shall not apply any portion of the security deposit against unpaid rent.

3. **FEES.** Upon execution hereof, resident shall pay a cleaning fee of \$ 50<sup>00</sup> which is agreed to be a reasonable amount to clean the carpets and drapes on termination.

4. **UTILITIES.** Resident shall pay for the following utilities:

PG&E

5. **USE.** Premises shall be occupied by the undersigned 1 adults. Premises will not be rented to parents or families with children under the age of 18 without written approval of management. If a child is born to the resident after this Rental Agreement is in effect, resident shall be permitted to remain for a period up to six months in order to obtain new housing accommodations. Resident agrees to use the premises solely as a private residence for the occupants and no other person or persons without the prior written consent of management. Resident also agrees to use the premises and all common areas in accordance with management's Rules and Regulations, a copy of which resident has received and which by this reference are made a part hereof, and further agrees not to violate any law or ordinance of any governmental authority with respect to the premises or any common areas. Guests remaining more than 7 days shall be considered additional occupants. Resident agrees to pay additional rent in the amount of \$10.00 per day for each additional occupant.

6. **PETS.** No pets may be brought onto any part of the apartment community at any time, except on express written consent of management. Resident agrees to pay \$100.00 per month for each such pet kept or brought on the property without written permission.

7. **AUTO PARKING.** It is expressly understood and agreed that the assigned parking space at said premises is limited to private passenger vehicles and the resident shall have no right to store any vehicles, boats, or trailers or other property on said parking space without written consent of management. Car repairs are not permitted anywhere on the property. The resident hereby grants to the management the undisputed right, with 10 days notice to remove any vehicle from the parking space which is inoperable in management's opinion, and remains inoperable for 10 consecutive days. Resident further agrees that any vehicle owned by resident remaining on the property after termination of this Rental Agreement may be immediately removed by the management with full immunity from damages for such removal. Resident further agrees that any vehicle kept on the premises shall be covered by liability insurance at all times.

8. **TERMINATION.** Either management or resident may terminate this Rental Agreement at any time by giving 30 days notice in writing to the other, or as provided by the State Statutes. No oral notice or notice given by resident under which the termination date is not definite or resident does not completely vacate the premises including all storage areas within the said 30 days shall be effective. Rent shall be paid to and including date of termination of occupancy.

9. **ALTERATIONS & IMPROVEMENTS.** Resident shall make no alterations or improvements to the premises without obtaining management's written consent in advance, including without limitation, painting, wallpapering, permanent shelving, and flooring, and the changing of locks. All alterations, additions, or improvements made in and to said premises shall be the property of the apartment community and shall remain upon and be surrendered with the premises.

10. **NOISE, ETC.** Loud and boisterous noise, or any other objectionable behavior by residents or their guests cannot be permitted, and resident agrees to use good judgment and thoughtfulness for others in the use of his apartment. Resident further agrees not to commit, suffer or permit

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interfere with any other resident or occupant, nor to use in a wasteful or unreasonable or hazardous manner any of the utilities furnished by management. Resident further agrees that neither he nor his guest(s) shall keep or bring on said premises any piano or other musical instrument without written permission from management.

11. INJURIES OR DAMAGE. Neither management nor the owner of the apartment community shall be liable to resident for any loss or damage to resident's effects. It is agreed it is resident's responsibility to insure their property and safeguard against personal loss. Resident agrees to save and hold management harmless from any claims, or for any damages arising as the result of resident's negligence.

12. MANAGEMENT'S LIABILITIES. Resident releases management from any liability for loss or damage to resident's property while stored on the said premises. No property shall be so stored without the prior written consent of management. Any property so stored shall be removed from the premises immediately on termination of tenancy. In the event such property is not so removed, management may dispose of same without any liability to resident whatsoever.

Resident releases management from any and all liability to person and property suffered by resident while on said premises or on the premises of which the rented unit is a part. Resident shall see said management safe and harmless from any liability for any injury or damage to the person or property of third persons while on said premises at the express or implied invitation of said resident, or to other residents on rented premises.

13. ABANDONMENT. Resident's absence from the premises for five consecutive days, while all or any portion of the rent is unpaid, shall be deemed abandonment of said premises, and this residency at management's option may immediately terminate without further notice. In such event, management may dispose of all of resident's property remaining on said premises and re-rent said premises without liability to resident whatsoever.

14. TRANSFERABILITY & COST OF COLLECTION. This Rental Agreement is not transferable without prior written consent of management, nor shall resident sublet all or any part of the premises without such prior written consent. In the event suit is necessary to enforce any of the provisions herein contained, or to recover possession, resident agrees to pay reasonable attorney fees and court fees, and delinquent amounts and damages.

15. OTHER COVENANTS. Resident's application to rent and community policies are agreed to be a part of the Rental Agreement, and the terms, conditions, and representations shall be binding upon the heirs.

16. RIGHT OF ENTRY. Management or its agents may enter said premises at reasonable times to inspect, clean, repair, redecorate, remodel or show the premises to prospective tenants, purchasers or representatives of lending institutions.

17. NOTICES. Any notice to be given by either party to the other shall be in writing either delivered personally, or sent by U.S. Mail, prepaid, to resident at the address of the apartment, and to the management at the address of the resident manager.

18. MANAGEMENT'S REPRESENTATIVE. Management appoints resident manager as its duly authorized agent to manage the premises and to act for the purposes of services of process and for the purpose of receiving and receipting for all notices and demands.

19. POSSESSION. Failure to deliver possession of premises at the time herein agreed upon shall not subject management to liability for damages beyond the amount of the deposit received from resident.

20. FURNITURE. If apartment is furnished, inventory shall be attached hereto and made a part hereof, and signed by the resident. Resident agrees not to furnish apartment with water bed without written permission of management.

21. APPLIANCES. The resident hereby acknowledges that the following appliances are part of the described premises:  Refrigerator,  Range,  Dishwasher,  Air Conditioning Unit,  Washer,  Dryer, None.

22. CONDITION OF PREMISES. Resident hereby acknowledges that the premises are in good condition at commencement of this Rental Agreement except as noted on Move-In Sheet attached.

23. OTHER ITEMS OF MUTUAL AGREEMENT.

Each of the parties hereto acknowledges receipt of an executed duplicate copy of this Rental Agreement. All residents shall sign this agreement and shall be jointly and severally liable thereunder, and any subtenant or guest, whether or not considered to be by management, by taking occupancy, shall be deemed to have knowledge of and to have consented to the terms of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Rental Agreement this 28 day of July, 19 82.

Resident Manager:

Michael E. Morgan

Resident:

Resident:

Ruth Devoda 7/24/82

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NAME Linda Boesky, Satehidananda Mims PHONE \_\_\_\_\_ NO. \_\_\_\_\_  
3767 39th Ave Apt D

IN CASE OF EMERGENCY NOTIFY: \_\_\_\_\_ PHONE \_\_\_\_\_

EMPLOYED BY \_\_\_\_\_ PHONE \_\_\_\_\_

LEASE FROM		TO		RATE PER MO.		MONTHLY RENTAL CHARGE		PERIOD COVERED		PAYMENT CREDITED TO		TOTAL PAID		BALANCE	
DATE	NAME			FROM	THRU										
Dec 18	check (209)	5 Dec 2018				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Jan 19	check, 210	5 Jan 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Feb 19	check, 211	5 Feb 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Mar 19	check, 215	5 Feb 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Apr 19	check, 216	5 Apr 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
May 19	check, 217	5 May 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Jun 19	check, 219	5 Jun 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Jul 19	check, 185	5 Jul 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Aug 19	check, 184	5 Aug 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		
Sep 19	check, 197	4 Sep 2019				50 <sup>00</sup>	25 <sup>00</sup>					853	234.14		

NAME Linda Beasley, Satchidananda Murthy PHONE \_\_\_\_\_ NO. \_\_\_\_\_  
Apt D 3764 / 39th Ave.

IN CASE OF EMERGENCY NOTIFY: Rent Received from Oct 16 through Jun 18 included 100<sup>00</sup> per month for delinquency from prior landlord's delinquent actions, PHONE \_\_\_\_\_

EMPLOYED BY not included with current Rent due, from Oct 2016 to PHONE \_\_\_\_\_  
through Sep 19

LEASE FROM		TO		RATE PER MO.		PAYMENT CREDITED TO		RECEIVED	TOTAL	BAL	PREVI
DATE	NAME	MONTHLY RENTAL CHARGE	PERIOD COVERED	FROM	THRU	1000	1000		AMOUNT	DUE	BALANCE
Oct 16	Check 154 (928) 5 Oct 16	882 <sup>42</sup>				1953 Parkway	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	15.58
Nov 16	Check 155 (928) 5 Nov 16	882 <sup>42</sup>				1956 Parkway	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	15.16
Dec 16	Check 156 (928) 5 Nov 16	882 <sup>42</sup>				1551	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	7.74
Jan 17	Check 157 (928) 5 Jan 17	882 <sup>42</sup>				1961 Parkway	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	3.32
Feb 17	Check 158 (253) 5 Feb 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	3.90
	Check 159 (700) 5 Feb 17										
	Check 157 (650) 5 Mar 17										
Mar 17	Check 160 (303) 5 Mar 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	4.48
Apr 17	Check 171 (753) 5 Apr 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	5.06
	Check 176 (200) 5 Apr 17										
	Check 178 (1700) 5 May 17										
May 17	Check 162 (253) 5 May 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	6.34
	Check 163 (353) 5 Jun 17										
Jun 17	Check 1992 (600) 5 Jun 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	7.14
Jul 17	Check 165 (953) 5 Jul 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	7.72
Aug 17	Check 167 (953) 5 Aug 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	8.30
Sep 17	Check 168 (953) 5 Sep 17	882 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	8.88
Oct 17	Check 169 (953) 5 Oct 17	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	11.94
Nov 17	Check 170 (953) 5 Nov 17	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	12.83
Dec 17	Check 171 (953) 5 Dec 17	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	14.49
Jan 18	Check 172 (953) 5 Dec 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	16.14
Feb 18	Check (953) 5 Feb 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	17.80
Mar 18	Check 202 (953) 5 Mar 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	19.45
Apr 18	Check ? (953) 5 Apr 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	21.11
May 18	Check 174 (953) 7 May 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	22.76
Jun 18	Check 176 (953) 5 Jun 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	24.41
Jul 18	Check 178 (953) 5 Jul 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	26.07
Aug 18	Check 181 (853) 5 Aug 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	27.72
Sep 18	Check 182 (853) 5 Sep 18	968 <sup>42</sup>					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	165.42	29.38
Oct 18	Check 187 (853) 5 Oct 18	1037.14					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	234.14	31.72
Nov 18	Check 207 (853) 5 Nov 18	1037.14					50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	340.14	34.06

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February 27, 2020

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Your letter dated Feb. 5, 2020

Dear Linda:

Your letter starts out by accusing me of harassing you. If attempting to apply my rights as a landlord is harassment in your view, so be it. The only harassment is that which is committed by you and your son. You continue to file complaints with the Rent Board and attempt to negate their rulings by filing numerous [unfounded], appeals and other nonsense. You have failed to comply with any of the RAP rulings or the RAP regulations. You have continuously been uncooperative, restrictive, and abusive in rejecting efforts to maintain my property.

The Unlawful Detainer case, RG16-821622, which you are continually citing, was long ago dismissed with prejudice. This case was disposed of after you testified, in Court, that all repairs were completed and the money owed was paid. You need to get it thru your head that the case is over. This ruling means that both parties lost all rights, in a way that finally disposes of a parties' claims and bars any future action in that claim. At the time the Unlawful Detainer case was filed, you were in arrears in rent in excess of \$20,000, which had accumulated over a period beginning in 2007. You never disputed my claims; had you paid the rent, you could have easily proved you had done so. You are again making unsubstantiated claims about your rent status. Contrary to your letter, you were given credit for the extra \$100 per month required by the Stipulation from the period October 2016 through June 2018. This was stated beneath the header on page 1 of the Register.

The ledger was prepared after the final Ruling by the Rent Board affirming your pending rent increases. Late charges became due in accordance with a change of terms of tenancy signed by yourself on June 4, 2002. Had you paid the basic CPI increase as required by OMC 8.22.070 H.i.e, you again, in a rather hard-headed act, demonstrated, even after being informed, knowingly elected NOT to comply with the law. See attached.

You filed a suit in Superior Court giving that court jurisdiction over all issues. Your appeals with the Rent Board were dismissed after you signed a Settlement Agreement on January 3, 2019, with my insurance company waiving all claims against me for \$50,000. You are now filing additional complaints and documents with the court to circumvent this Agreement. Your actions are not only harassment of me, but clearly a contempt of court by ignoring the Settlement Agreement. Your dishonesty is astonishing, but typical from my past experience in dealing with you.

You have demonstrated a belief that, even if you pay the partial rent due, the rent is technically paid. You again need to get this thru your head that rent is credited to the most overdue rent. In short, just considering the rent due without late charges, you are currently paying rent that was due 4 months ago.

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Ex 4

Linda Beasley  
February 27, 2020  
Page | 2

You have been given credit for all rent that you actually paid. Your past practice has been to claim that you paid more than you got credited for [actually paying]. All of the checks you paid are listed on the ledger sheet. If, in the very unlikely event you have cancelled checks negotiated by me not listed on the ledger sheets, I will be happy to adjust the rent ledger.

As has been previously discussed with you, a permit was obtained to replace the bathroom tub. You would be unable to live in the apartment while this [bathroom tub] work is completed as the bathroom will be unusable. Given your past behavior, I would not attempt to begin this work with you living in the apartment. In the past, you have been abusive, uncooperative, argumentative, and restricted entry to the unit and forced a work stoppage before work was completed, causing even more damage. I doubt that I could find any workers who would work under those circumstances. You previously refused to pay for the capital improvements approved by the RAP.

I suggest that we set up a meeting with the Rent Board considering your move-out. Let me know if you are interested.

You were offered the unit downstairs from yours, which was completely remodeled in August 2019. The terms and conditions were the same as your current unit, per RAP rules. You failed to accept this offer. This unit was nearly identical to yours; it had an additional enclosed patio unlike your existing unit. The access to the apartment was much better; it has been noted that you have some difficulty climbing the stairs to your unit. A relocation payment is **not required** if you turn down an offer of another unit, which you did.

I recently reissued the rent receipts to reflect rent since October 2019. The normal rent will be recorded in a similar manner. The rent delinquencies occurring from October 2016 through October 2019 is separately identified. If you have some difficulty with it, let me know and I will be happy to go over the logic of the calculations. It was necessary to develop a special rent ledger due to your past payment history.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh  
Enclosure

000092

3764 D

30 day notice of change of terms of tenancy

4 June 2002

ATTORNEY'S FEES.

Item 6 of some tenants rental agreements deal with the myself obtaining attorney's fees in the event legal action is taken against any tenant by myself. The attorney fee clause no longer applies.

LATE CHARGES.

Acceptance of late payments does not waive my right to expect payment on the first of each month when due. Late charges must be paid if rent is received after the 5th day of each month. The late charge will be \$25.00 if rent is paid between the sixth and fifteenth of the month. If rent is paid after the sixteenth the late charge will increase to \$50.00.

REPAIR REQUESTS.

All future requests for repairs must be made in writing. Please list all items you wish addressed. This will greatly assist in delivering a high level of service to all tenants.

RENT ARBITRATION PROGRAM.

On the reverse is a copy of the notice to tenants regarding Oakland's Rent Arbitration Program. This notice is required to be issued each time there is a change to a tenant's tenancy.

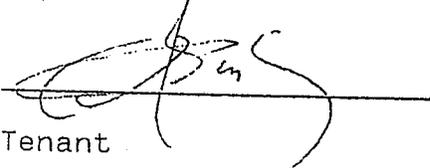
5 Jun 02

5 Jun 02

Date.

Date

3764 39th Ave. # D  
Address

  
Tenant

  
Owner/Manager

AKENDUCA BEALEY  
SATCHIDANANDA MIMS

188

90-7528/3211  
720

October 4, 2019  
Date

Pay to the Order of Mike Horejsi \$ 1037.15

One thousand thirty seven and 15/100 Dollars

**Golden1** golden1.com  
Credit Union

For Need rent receipt for 10/2019

Received Check # 188 for the amount of \$ 1037.15 on 4 Oct 2019

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] - Due Sept. 1, 2019 [NOT paid]

		<u>Delinquent</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92
<b>Total Delinquent rent as of Sept. 30, 2019:</b>		<b>\$3,948.00</b>

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

**Total late charges accrued through Sept. 30 2019: \$1,800.00**

*While pending appeal Basic CPI is due 36.29 + 1037.15 = 1073.44 - 25.00 Parking = 1048.44*

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Date 4 Oct 2020 Rent due 1073.44 minus parking fee of \$25.00 1048.44

Mandatory basic CPI increase 36.29 Late charges 50.00

Total due 1098.44  $1048.44 + 50.00$

Total paid 1037.00 Delinquent rent commencing Oct. 1, 2019 61.44

Michael Horejsi, Owner

000094

AKENDUCA BEASLEY  
SATCHIDANANDA MIMS  
P.O. BOX 18304  
OAKLAND, CA 94618-0304

190

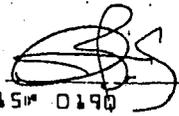
98-7516211  
728

*November 4, 2019*

Pay to the Order of Mike Horejsi \$ 1037.15  
One thousand and thirty seven and 15/100 Dollars

**Golden1** Credit Union golden1.com

for Rent rec'd Receipt



⑆321675266⑆ 0073652765⑆ 0190

Received Check # 190 for the amount of \$ 1037.15 on 4 November 2019

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] – Due Sept. 1, 2019 [NOT paid]

		<u>Delinquent</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04
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*While pending appeal Basic CPI is due \$36.29 + 1037.15 = 1073.44 - 25.00 Parking 1048.44*

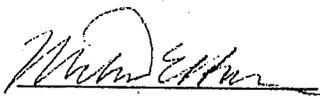
Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Date 4 Nov 2019 Rent due \$1073.44 minus parking fee of \$25.00 \$1048.44

Mandatory basic CPI increase \$36.29 Late charges \$50.00

Total due \$1159.88 *Arri Delinquent Rent 1048.44 + 50.00 + 61.44*

Total paid 1037.15 Delinquent rent commencing Oct. 1, 2019 Nov \$122.73



Michael Horejsi, Owner

000095

December 4, 2019 Date

Pay to the  
Order of

Mike Horejsi

\$ 1037.15

One thousand thirty seven and 15/100

Dollars



Security  
Features  
Details on  
Back

**Golden1** golden1.com  
Credit Union

For Rent receipt to 12/19 needed

MP

Received Check # 192 for the amount of \$ 1037.15 on 4 Dec 2019

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] – Due Sept. 1, 2019 [NOT paid]

		<u>Delinquent</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92
<b>Total Delinquent rent as of Sept. 30, 2019:</b>		<b>\$3,948.00</b>

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

**Total late charges accrued through Sept. 30 2019: \$1,800.00**

While pending appeal basic CPI is due  $\$36.29 + 1037.15 = 1073.44 - 25.00 \text{ parking} = 1048.44$

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Date 5 Dec 2019 Rent due 1073.44 minus parking fee of \$25.00 1048.44

Mandatory basic CPI increase \$36.29 Late charges 50.00

Total due 1221.17 Prim delinquent Rent.  $722.22 + 50.00 + 1048.44$

Total paid 1037.15 Delinquent rent commencing Oct. 1, 2019 184.02 Dec 19

Michael Horejsi, Owner

**AKENDUCA BEAS**  
**SATCHIDANANDA MIMS**  
 P.O. BOX 19304  
 OAKLAND, CA 94619-0304

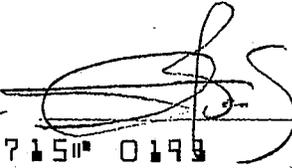
193  
 90-7526/3211  
 720

*January 4, 2020*  
 Date

Pay to the Order of Mike Horejsi \$ 1037.15

One Thousand Thirty Seven and 15/100 Dollars

**Golden1** golden1.com  
 Credit Union

For rent receipt or 01/20 needed 

⑆321175261⑆ 0073652715⑈ 0199

Received Check # 193 for the amount of \$ 1037.15 on 5 Jan 2020

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] – Due Sept. 1, 2019 [NOT paid]

		<u>Delinquent</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92
<b>Total Delinquent rent as of Sept. 30, 2019:</b>		<b>\$3,948.00</b>

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

**Total late charges accrued through Sept. 30 2019: \$1,800.00**

*While pending appeal basic CPI is Ave \$36.29 + 1037.15 = 1073.15 - 25.00 parking \$1048.44*

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Date JAN 2020 Rent due \$ 1073.15 minus parking fee of \$25.00 1048.44

Mandatory basic CPI increase \$ 36.29 Late charges 50.00

Total due 1282.46 *Plus delinquent Rent 184.02 + 50.00 + 1048.44*

Total paid 1037.14 Delinquent rent commencing Oct. 1, 2019 245.32 JAN 20

  
 Michael Horejsi, Owner

000097

AKENDUCA BEASLEY  
SATCHIDANAND MIMS

194  
26/211  
128

February 5, 2020  
DATE

Pay to the Order of Mike Horejsi \$ 837.00  
Eight hundred thirty seven only Dollars  
**Golden1** golden1.com  
Credit Union

For need rent receipt  
[Signature]

AKENDUCA D BEASLEY  
SATCHIDANAND MIMS

Fidelity Account # 2021  
80-548/1012

February 5, 2020  
DATE

Pay to the Order of Mike Horejsi \$ 200.00  
Two hundred only Dollars  
**Fidelity**

For need rent receipt  
[Signature]

Received Check # 194 for the amount of \$ 837.00 on 5 FEB 2020  
2021 200.00 5 FEB 2020

Legitimate overdue requirements, Deposit increase of \$1,300. Notice issued on Feb. 21, 2019; Due on April 1, 2019.

Delinquent rent increases awarded by the Rent Adjustment Program [RAP] – Due Sept. 1, 2019 [NOT paid]

		<u>Delinquent</u>
T16-0549	Monthly rent increase to \$882.42, Effective Oct. 1, 2016.	\$ 353.04
T17-0523	Monthly rent increase to \$968.42, Effective Oct. 1, 2017	\$1,385.04
T18-0480	Monthly rent increase to \$1037.14, Effective Oct. 1, 2018	\$2,209.92
<b>Total Delinquent rent as of Sept. 30, 2019:</b>		<b>\$3,948.00</b>

Due to a failure to pay the basic CPI per OMC, late charges have accrued for 36 months. These late charges will continue to increase at a rate of \$50 per month, until all delinquent rent and late charges are paid in full.

**Total late charges accrued through Sept. 30 2019: \$1,800.00**

*while pending appeal basic CPI is due \$36.29 + 1037.15 = 1073.15 - 25.00 parking = 1048.15*

Monthly rent increase effective Oct. 1, 2019 to \$1,130.00

Date Feb 2020 Rent due 1073.15 minus parking fee of \$25.00 1048.15

Mandatory basic CPI increase 36.29 Late charges 50.00

Total due 1343.76 *prior delinquent Rent, 245.32 + 50 + 1048.15*

Total paid 1037.15 Delinquent rent commencing Oct. 1, 2019 306.61

*[Signature]*  
Michael Horejsi, Owner

000098

30 Day Notice of Change of Terms of Tenancy

TO: Linda Beasley & Saichidonanda Mims

Tenants in Possession of premises located at 3764 39<sup>th</sup> Ave., #D, Oakland, CA 94619

PLEASE BE ADVISED that the terms of tenancy, under which you occupy said premises, are changed as follows:

1. The deposit requirements have been increased to \$1,300. This is **not** to be construed as last month's rent;
2. In any action or proceeding brought by either party to this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees up to but no more than \$1,000, in addition to other damages awarded;
3. Parking is considered a housing service cost and is included as part of the rent. If the rent is delinquent by excess of the parking fee of \$25.00, rent will be reduced by the parking fee and parking privileges will be withdrawn/revoked.
4. Landlord reserves the right to maintain the property. Should tenant refuse to allow this to occur, Landlord will hire specific repair personnel to effect the repairs and these additional charges will be deducted from tenant's rent paid.
5. A Renter's Insurance policy is required for your apartment. Proof of current insurance to be provided to Landlord as requested.

See reverse side of this document for RAP Notice.

The change in terms of tenancy shall be effective: 1 April 2019

Signed 21 Feb 2019  
Tenant(s) Acknowledgment

21 Feb 2019  
Date

  
\_\_\_\_\_  
Michael E. Horejsi, Landlord/Owner

Ex 5  
000099

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530-6345

February 5, 2020

Michael E. Horejsi  


Re: Parking Spot Privileges, Delinquent Rent Letter Dated December 10, 2019

Dear Michael Horejsi,

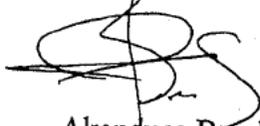
Please stop harassing me and preventing me from implied Warranty of quiet enjoyment. I do not owe you any delinquent rent. The fraud you created by filing of the Unlawful Detainer case number **RG16-821622** June 2016. Consequently, the Unlawful Detainer stimulated the creation of the Court ordered Stipulation on August 15, 2016. The settlement with the Stipulation Agreement was created and signed by the Superior Court Judge, your Attorney, you, Akenduca Beasley and Satchidananda Mims because the Unlawful Detainer you filed was fraud.

You chose/choose to subtract \$75.00 monthly from my rent money paid to you. You manipulate the rent money amounts collected from me to keep me in a past due status according to your ledger. Adjusting the rent payments are criminal and fraud transactions. From September 2016 until July 2018 I paid you \$953.00 monthly but you gave me a credit for \$778.00 rent payment per month.

According to your ledger you removed the additional \$100.00 court order arrears rent payment, you subtracted \$50.00 late payment and \$25.00 parking fee which totals \$175.00 per month I did not receive credit for total payment of rent. Totals collected and not given payment credit for is from September 2016 to July 2018 which totals \$4025.00. I am requesting a rent receipt for total rent paid to you from you, effective now.

You failed to do what you agreed you would do: 1. Repair Bathtub, 2. Remove bathroom mold and mildew, 3. Repair the hood above the stove, 4. Repair Defective stove and 5. Repair Wall Heater. Three years have passed and you have not repaired or replaced the broken utilities and services. Today, February 5, 2020 I am requesting for the apartment to be repaired and brought up to code. Attached is my rent check dated 2/5/2020 for \$1037.15. I am requesting a rent receipt for total rent paid to you.

Regards,



Akenduca Beasley

Ex 000100

Linda Beasley  
3764 39th Ave. Apt D  
Oakland, Ca. 94619

26 Jan 2006

Reference; Apartment Renovation.

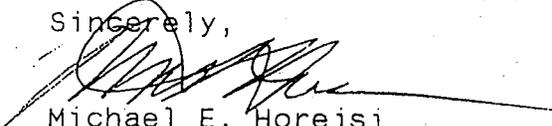
As discussed yesterday, Apt B downstairs from your unit has been rehabilitated, it is essentially the same floorplan and size as your current unit.

I would like to have you move into that unit for the period of time it takes to renovate your current apartment, unit D.

Upon completion of renovation of Apt D, should you decide to, you may relocate back to unit D.

This would greatly facilitate this renovation project. Thank you for your cooperation.

Sincerely,



Michael E. Horejsi  
Owner

000101

8x7

August 8, 2019

Service on tenant,  
Mimis 9 Aug 2019 2:00 PM

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Relocation

Dear Linda:

Please be advised of the following:

1. The unit below your apartment is now vacant and available. This unit is identical in layout and size to the unit you are presently occupying.
2. The capital improvements being completed will be set according to the Rent Board procedures and will be passed on as a separate rent increase.
3. You will, of course, be **required to conform to the RAP Rule 8.22** and your current Rental Agreement with change notices.
4. Please decide, and advise me accordingly, by August 14, 2019, as to whether or not you are interested in this offer. I will need to know either way as other potential tenants are interested in this unit.
5. Please complete the following/below [with an 'X'] and return to me by August 14, 2019. A failure to respond will be considered as a refusal to relocate to Apt. B.

A. I am interested in relocating to Apt. B. \_\_\_\_\_

\_\_\_\_\_ Date

B. I am **not** interested in relocating to Apt. B. \_\_\_\_\_

\_\_\_\_\_ Linda Beasley

Sincerely,



Mike Horejsi, Landlord/Owner

/meh

October 12, 2019

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Annual Maintenance Review conducted on Sept. 25, 2019

Dear Linda:

In early August 2019 you were offered an opportunity to relocate to Apt. B, 3764 39<sup>th</sup> Avenue. This apartment was directly below your apartment. It was exactly the same floor plan of your unit. It differed in that you had a rear door on the second level. The apartment below had a nice sized fenced patio with a sliding door. You would have been allowed to pay the same rent you are obligated to pay in your current unit. The apartment was completely renovated and was in beautiful condition. You declined to accept the offer.

As I explained to you before, the work required in your apartment cannot be accomplished with you or your belongings in the apartment. The bathroom, due to previous water damage, will require a major remodel. Water damage extends into the bedroom floors. You seem to think this can be done with you living in the apartment – it cannot. Also, I have little faith, due to your previous actions, that you would allow the work to be done while you occupied the apartment, or provide the cooperation necessary to accomplish the work.

As a result of not accepting the relocation offer, it was necessary to reschedule a maintenance review of your unit. According to my records, the last time you allowed me into the unit was in September 2017. You did request, in December 2018, that a tub faucet leak needed repair. This was accomplished and you were quite clear that you did not want anything else done in the unit.

You were provided with a 24 hr. Notice to Enter scheduled for Sept. 24, 2019, at 1 pm. You requested entry be rescheduled for your convenience to Sept. 25, 2019, at 1:30 pm. The visit was conducted at that time.

Despite the fact that on numerous occasions you have alleged various issues in various proceedings, you have failed to complete the maintenance request identifying your concerns. As usual, you were only going to allow a leaky faucet in the kitchen be repaired and no other maintenance to be performed. After some hostile discussions, you allowed me to conduct the maintenance review. While conducting the review, you would not allow any review of your bedroom where you remained until I left.

Maintenance Performed.

A. Kitchen:

1. Refrigerator. The light bulb was replaced; otherwise, operational.

000103

2. Disposal. In good working condition.
3. Kitchen Sink. Leaking hot water valve replaced. **Turn Off Valve faulty – THIS COULD CAUSE FLOODING IF LINE WERE TO BREAK. WILL SCHEDULE REPAIRS AT A LATER TIME.**
4. Electrical Outlets. Checked – functioning properly.
5. Range. Too much grease and material stored on and around range to properly test. Large burner on right front was inoperative - either grease fouled or oven control is inoperative as no power was reaching burner. **WILL NEED TO SECURE NEW BURNER CONTROL AND REPAIR AT LATER DATE.**
6. Windows, screens and hardware in good condition.
7. Additional cleaning required.
8. Kitchen counter tile damaged.
- B. Dining area:
  1. Windows, screens – intact.
  2. Too many items/material stored against electrical outlets to inspect.
- C. Livingroom:
  1. Replaced batteries in Carbon Monoxide detector.
  2. Replaced battery in Smoke detector.
  3. Heater. Pilot light was not lit. Pilot light was adjusted. Heater worked normally. Tenant was advised if they did not want to use the heater to heat the apartment, the gas would be turned off at their request.
  4. One electrical outlet was replaced in the wall next to front door. The polarity was incorrect. The first outlet replaced was faulty and it was replaced later in the day and functioned properly.
5. Windows, screens and mechanisms were in good shape.
- D. Hall:
  1. Smoke detector was checked: 10 yr battery and operation was proper.

E. Small bedroom:

1. Used as a storage room. **Too much clutter to check several of the outlets.** The circuit appeared to test properly.
2. Smoke detector battery was changed.
3. Closet doors worked as designed.
4. Windows and screens were intact.

F. Bathroom:

1. Tub was in same condition as previous inspection – damage **not** due to normal wear and tear.
2. In order to prevent leakage into the downstairs apartment, the tub and toilet need re-caulking. **YOU WILL BE NOTIFIED WHEN I HAVE TIME TO ACCOMPLISH THIS TASK – IN THE NEAR FUTURE.**
3. Bathroom door water damage.
4. Area outside bathroom window – water damage.

Thank you for your cooperation.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh



5 Feb 2014

Ex 10  
000106

# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Bensley, and all persons in the premises located at: 3764 139th Ave (Street Address), Unit # (if applicable) D  
Oakland, Ca. 94619 (City), CA (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 17 Sep 2018 1 PM during normal business hours for the reason set forth in the checked item below: (Date/Time)

### Inspection

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

*Denied*

16 Sep 2018  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 16 Sep 2018 day of Sept (month), 2018 (year), in \_\_\_\_\_ (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)



# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, and all persons in the premises located at: 3764 39th Ave #10 (Street Address), Unit # (if applicable) D, Oakland (City), CA 94619 (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 27 Sep 2018 1-4 PM during normal business hours for the reason set forth in the checked item below: (Date/Time)

- Annual Inspection*
- 1. To make necessary or agreed repairs
  - 2. To do necessary or agreed decorating
  - 3. To make necessary or agreed alterations or improvements
  - 4. To supply necessary or agreed services
  - 5. To exhibit the rental unit to prospective or actual purchasers\*
  - 6. To exhibit the rental unit to prospective mortgagees
  - 7. To exhibit the rental unit to prospective tenants
  - 8. To exhibit the rental unit to workmen or contractors
  - 9. Pursuant to Court Order
  - 10. To inspect waterbed or liquid-filled furniture
  - 11. To test the smoke detector
  - 12. To verify Resident has abandoned premises
  - 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

25 Sep 2018  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 25 day of Sep (month), 2018 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)



8 x 12



000108

Things To Do

September 25, 2018.

To: Mike Horais

From: Andrew Jessy

Subject: Annual Inspection

September 27, 2018 is not a good day to have an inspection.

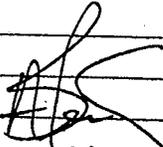
We completed an inspection on

September ~~28~~<sup>17</sup>, 2018.

Please reschedule our appt on a

Monday, let me know the date, so

we can be in agreement,

  
Andrew Jessy

# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, and all persons in the premises located at: 3764 39th Ave #10 (Street Address), Unit # (if applicable) D  
Oakland, Ca. (City), CA 94619 (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 15 Oct 2018 1 PM (Date/Time) during normal business hours for the reason set forth in the checked item below:

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

14 Oct 2018  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 13 Oct 2018 day of Oct (month), 2018 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

\_\_\_\_\_  
(Signature of Declarant)



Ex 14

000110



# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, and all persons in the premises located at: 3764 39th Ave #D (Street Address), Unit # (if applicable) D, Oakland, Ca. (City), CA 94612 (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 15 Oct 2018 1 PM (Date/Time) during normal business hours for the reason set forth in the checked item below:

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

14 Oct 2018  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 13 Oct 2018 day of Oct (month), 2018 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

(Signature of Declarant)



8414

000111



October 13, 2018

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Maintenance/Inspection Visits

Dear Linda:

We had a conversation following the Rent Board hearing on October 11, 2018, concerning your previous denial of entry to your apartment in late September 2018. You were going to speak with your attorney regarding this issue and get back to me. As of October 11, 2018, you had failed to do so.

My understanding from our conversation was your attorney told you that I was only allowed to enter your apartment if I had maintenance to perform and not enter to check for routine required maintenance and inspections, i.e., water leaks, smoke detector batteries and general condition of appliances, etc. I believe your position is contrary to the law. Please have your attorney provide a letter supporting your position. Civil Code 1954 permits landlords to enter after notice to inspect; repair or show apartments.

In your recent legal endeavors, you have alleged complaints about certain deficiencies that you claimed existed for 10 years and went unreported.

You have also suggested in various legal filings that I refused to resurface the damaged tub. I have previously offered to allow you to move into apartment B while we were remodeling your unit [January 26, 2006] – you declined. This same offer was made for other units as late as 2010; again you refused. Both of these units were the same size or larger than your apartment.

I do not believe you will properly care for a refinished tub.

As stated, I have decided to replace the tub. This will be a major effort, will take time, and the bedroom closet floor will need to be repaired as well. This work cannot be done while the unit is occupied.

At present, nothing can be done until your lawsuit is resolved. The current condition of your apartment, appliances and fixtures are essentially evidence.

Attached is a Repair Request. Please list any other items you may wish me to look at that may need attention. I will be in your apartment on Monday, October 15, 2018, at 1 p.m.

2x 15

000112

Linda Beasley  
October 13, 2018  
Page | 2

The current items that need attention, to my knowledge, are several electrical plugs that are grease fouled in the kitchen and also in the living room – they need to be replaced. All outlets need to be checked [fire hazard].

The caulking in the bathroom needs to be checked to insure it hasn't deteriorated. There are also loose tiles in the tub area.

Since you removed the shower curtain on the bathroom window, water is continuing to leak outside the window and is continuing to damage the building.

Windows and screens need to be checked. Batteries need to be checked as well [fire hazard].

Your cooperation would be appreciated.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh

000113

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530 6345

October 14, 2018

Michael Horesji  
P.O. Box 2883  
Castro Valley, CA 94546

Dear Michael Horesji,

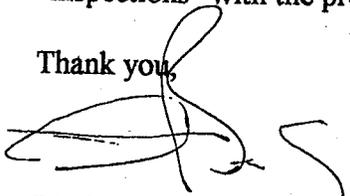
Effective immediately please contact me through your counsel if you want to enter my apartment unit.

Please provide me with the repair plan including the time and dates you plan to have work done on the apartment. Please also include the name of the contractor you have hired for this purpose, and evidence of any permits pulled to make the repairs required. Without these, it would appear you are simply trying to further harass and intimidate me, and I am not interested in continuing your unprofessional and unproductive game playing with the purpose of getting me frustrated and bothered.

I hope that you can handle your property and the needed repairs in a professional and reasonable manner by providing the above information to me. If you provide me with this information, and it is legitimate, I will agree to allow access without any problem. If there is a contractor that indicates I need to move out for any temporary relocation, I expect you to follow the relocation ordinance and provide me with compensation and temporary housing at Extended Stay or like accommodations with a kitchen so I do not have to pay for take out every day.

While we are in litigation, I do not see why you cannot conduct yourself in a responsible and reasonable manner. I expect more from my landlord than silly games and invasive "inspections" with the pretense of repairs, but clearly just more harassment.

Thank you,



Linda Akenduca Beasley

000114  
EX 16

October 16, 2018

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Denial of entry on Oct. 15, 2018 after legal notice

Dear Linda:

Effective immediately, I reject your request [your letter dated Oct. 14, 2018]. Judges issue restraining orders – tenants do not.

You were notified 24 hrs. in advance of issues I intended to address while at your unit. As required by law, by denying entry you have again violated the 'just cause for eviction statute.' I also provided you with a Tenant Request for which you could have easily completed if you had any complaints or issues within the unit. I assume, from your non-compliance, there are none.

My assumption is that due to your pending frivolous lawsuits, you will continue to damage the apartment and now intentionally are trying to prevent me from repairing the unit.

My maintenance and management tactics are superb as other tenants have confirmed. As you know, in the past any valid concerns you had were promptly addressed – even cleaning your bathroom on several occasions.

You told me you were angry with me because I filed an Unlawful Detainer action against you when you were only \$20,000 behind in rent! This was a 'just cause' issue. Had you paid that rent money, I would have remodeled your apartment several times by now.

Your behavior on October 15, 2018, when denying entry, was reprehensible and unacceptable. You were rude, belligerent, and argumentative, including uncivil [expletive] language – both Mr. Jackson and I were shocked.

I have no intention of allowing you to bully me. The maintenance will continue to be scheduled.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh.

000115

To Mike Harsji

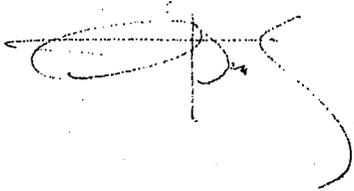
From Lindsey Akenoche Beasley

Date January 31, 2019

Subject: Dripping Water Faucet - Bathroom

The water faucet in bathroom is leaking, needs  
repair

Thanks,

A handwritten signature in cursive script, appearing to be 'L. Beasley', written in dark ink.

# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, and all persons in it

(Street Address)  
3769 39th Ave #D  
(City)

CA 94619  
(Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 10 Jan 2019 2:00 Pm.  
during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. Repair faucet leak
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. To inspect the unit for the purpose of the notice
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

9 Jan 2019

[Signature]

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 9 Jan 2019 day of Jan (month), 2019 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which
- by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)



January 15, 2019

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Request of January 7, 2019 to address dripping bath faucet

Dear Linda:

The tub faucet of your bathtub was leaking: the screws holding the control handles were corroded from excess moisture and could not be removed. It was necessary to replace all control handles, the shower diverter and cold water valve.

Prior to leaving you were asked about any other problems you may have. You indicated to Mr. Jackson and myself that you did not have any problems you wanted me to repair. The expert witness identified the outlet in the living room as having reversed polarity. This particular electrical outlet was checked during the inspection conducted by myself last year and appeared to be correctly wired. This fault needs to be corrected.

In November, you placed restrictions on maintaining your apartment. If this is still the case, please advise me accordingly.

Attached is another repair request form; please advise me of any problems you may have. If you do not have any problems, please state so on the repair request and return it to me.

I will probably, as time permits, schedule another visit to your apartment next week. Also, please include your check in the amount of \$34 for your portion of the RAP fee with your February rent.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh  
Attachment [repair form]

ex 20  
000118

# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Bersley Does 1-5, and all persons in the premises located at: 3764 39th Ave # D (Street Address), Unit # (if applicable) D, Oakland Calif. (City), CA 94619 (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 15 May 2019 @ 1:00 PM during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

*Please complete attached Repair Request Note failed to provide Repair Request. Refused entry see letter 14 May 2019*

13 May 2019  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 13 day of May (month), 2019 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an Initial Inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an Initial Inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)

## AKENDUCA BEASLEY

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530 6345

May 14, 2019

Michael and Pat Horesji  
P.O. Box 2883  
Castro Valley, CA 94546

Re: Violation of Implied Warranty of Quiet Enjoyment

Dear Michael and Pat Horesji,

**According to California Civil Code section 1954:** Civil Code Section 1954 limits the right of inspections to when a person is moving out. Otherwise, they aren't allowed in unless there are specific circumstances

**(a)** A landlord may enter the dwelling unit only in the following cases:

(1) In case of emergency.

(2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.

(3) When the tenant has abandoned or surrendered the premises.

(4) Pursuant to court order.

(5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).

(6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

**(b)** Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

**(c)** The landlord may not abuse the right of access or use it to harass the tenant.

**(d)** (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or left on, near, or under

e x 000120

the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

(1) To respond to an emergency.

(2) If the tenant is present and consents to the entry at the time of entry.

(3) After the tenant has abandoned or surrendered the unit.

*(Amended by Stats. 2018, Ch. 445, Sec. 1. (SB 721) Effective January 1, 2019.)*

State law states that all leases have an implied covenant of quiet enjoyment and the landlord is responsible for upholding this covenant. Interference by the landlord by which the tenant is deprived of the beneficial enjoyment of the premises amounts to a constructive eviction.

Constructive Eviction:

The disturbance, by a landlord, of a tenant's possession of premises that the landlord makes **uninhabitable and unsuitable** for the purposes for which they were leased, causing the tenant to surrender possession.

Constructive eviction arises when a landlord does not actually evict **but does something that renders the premises untenable**. This might occur, for example, where a tenant vacates an apartment because a landlord turns off the heat or water.

The term is also used to mean the breach of a Covenant of Warranty and Quiet Enjoyment of real property, which prevents a purchaser from obtaining possession of property due to the existence of a paramount claim of title.

On the following occasions, you have violated state law through your action or omission that has substantially interfered with my right to use and enjoy the premises for the purposes contemplated by the tenancy:

1. Bath Tub need to be replaced does not function as a bath tub. A shower mat lining the bottom of the bathtub is required so a shower is possible without causing injury to person taking a shower.
2. Electric Range Oven cannot be used because it is not functional it needs to be replaced.
3. The Wall Heater does not function properly it does not come on when you turn it on, needs to be replaced or repaired by a licensed professional repair person.

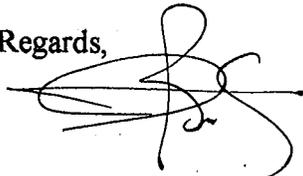
Michael and Pat Horesiji because you have failed to uphold the covenant of quiet enjoyment and made the premises **uninhabitable and unsuitable** by failing to repair/replace the bathtub, electric range oven and wall heater your request to enter my apartment 3764 39<sup>th</sup> Ave. #D Oakland, CA 94619 is a form of harassment resulting in constructive eviction.

Checking the test detector is not reason enough to enter into my apartment on May 16, 2019 considering the fact the smoke detector was checked September 2019 while the inspector of your choosing checked the smoke detector and the other defects listed and he informed you and your insurance of the needed repairs. The necessary or agreed services are listed on the stipulated agreement signed by you, your attorney, tenants Satchidananda Mims, and Akenduca Beasley on August 2016. As of today you have not satisfied your end of the 30 day agreement.

Please provide me with the repair plan including the time and dates you plan to have work done on the apartment. Please also include the name of the contractor you have hired for this purpose, and evidence of any permits pulled to make the repairs required. Without these, it would appear you are simply trying to further harass and intimidate me, and I am not interested in continuing your unprofessional and unproductive game playing with the purpose of getting me frustrated and bothered.

I hope that you can handle your property and the needed repairs in a professional and reasonable manner by providing the above information to me. If you provide me with this information, and it is legitimate, I will agree to allow access without any problem. If there is a contractor that indicates I need to move out for any temporary relocation, I expect you to follow the relocation ordinance and provide me with compensation and temporary housing at Extended Stay or like accommodations with a kitchen so I do not have to pay for take out every day.

Regards,



Akenduca Linda Beasley and



Satchidananda Mims

# NOTICE TO ENTER DWELLING UNIT

Changed to 25 Sep 2019, 1:30 PM  
Per Beasley

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, Satichidananda Miris, and all persons in the premises located at: 3764 39th Ave Apt D, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
Oakland, Ca 94619, CA \_\_\_\_\_  
(City) (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 24 Sep 2019 1 PM during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

Please complete tenant Repair Request (attached.)

23 Sep 2019  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 23 day of Sep (month), 2019 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)



EX 23  
000123





# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Hindu Bhaskey, and all persons in the premises located at: 3764 39th Ave, Unit # (if applicable) D  
Oakland, CA 94619  
(Street Address) (City) (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 8 Mar 2020 1:00 PM during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

Re-work tile, bathroom area.  
Replace/repair Burner on Range  
Replace burn off valve Kitchen sink.  
  
Please complete Repair Request for any other needs.  
Denied entry did not produce Request days for Reschedule.

28 Feb 2020  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 28 Feb 2020 day of Feb (month), 2020 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

**BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)

**BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)

**BY MAILING** a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)

**PROOF OF SERVICE**

**Case Number T19-0415**

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.

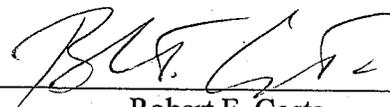
Today, I served the attached **PROPERTY OWNER RESPONSE** by placing a true copy of it in a sealed envelope in City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5<sup>th</sup> Floor, Oakland, California, addressed to:

*Akenduca D. Beasley*  
*Aka Linda J. Beasley*  
*3764 39<sup>th</sup> Avenue, Apt. # D*  
*Oakland, CA 94619*

*Akenduca D. Beasley*  
*Aka Linda J. Beasley*  
*PO Box 19304*  
*Oakland, CA 94619*

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 December 9, 2019 in Oakland, California.



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Robert F. Costa  
Oakland Rent Adjustment Program

000126

**RECEIVED**

**MAR -4 2020**

**RENT ADJUSTMENT PROGRAM  
OAKLAND**

**T19-0415 BEASLEY V. HOREJSI**

PETITION NUMBER 10966

PETITIONERS': AKENDUCA BEASLEY AND SATCHIDANANDA

EVIDENCE ATTACHED FOR HEARING

1. Proof Police came out to apartment on 10/10/2019 regarding parking
2. Letter to Landlord from tenants dated December 23, 2019
3. Copies of Checks between Aril – July, given in place of rental receipts
4. 2016 Court Stipulation
5. 30 day change of notice served by mail February 2019
6. Letter from Landlord to Tenants dated January 15, 2019 Re: dripping bath faucet
7. Tenant response to 30 day notice
8. March 2018 Service Report from PG&E regarding heater
9. April 24, 2018- Letter from landlord Re: heater
10. Oakland Fire Department 1/11/2018
11. Notice to enter Dwelling October 26, 2017 Regarding Oven
12. January 14, 2017- Semi-Annual inspection letter
13. 2015-2016 ledger
14. Notice to enter dwelling September 2018 Annual inspection
15. Note from Tenants Regarding 2018 Annual inspection
16. Transcript from Xfinity regarding Building being grounded into cable
17. Pictures of Jet ski trailer locked into Tenants Parking space and other tenant parked in Tenants stall
18. Picture of range stove and oven
19. picture of restroom bathtub showing rust and mold
20. Pictures of heater, bathroom door hinges rusted, bottom nuts holding in toilet showing rusted
21. Letter Re: Violation of Quiet Enjoyment May 14, 2019
22. Letter of Demand regarding Rent September 26, 2019
23. Landlord Ledger 2016 -2019
24. notice to enter dwelling September 2019
25. Letter revoking parking spot privileges; Delinquent rent

**000127**

26. Letter from Landlord to tenants dated October 12, 2019
27. Letter from landlord to tenants Re: security deposit and rent and late charges dated October 4, 2019
28. Letter from tenants to landlord demanding rent increase and new deposit November 4, 2019
29. Letter from Tenants to landlord dated December 4, 2019
30. Copy of check in place of receipt placed on the door October 04, 2019
31. Annual Maintenance Review on Sept 25, 2019

**Oakland Police Department**  
455 Seventh Street  
Oakland, CA 94607

Officer:

C. BUCKLEY

Serial #:

9579

Date:

10/10/19

RD #:

I M 669



**Traffic Section - Eastmont Station**

2651 73rd Ave, Oakland, CA 94605

(510) 777-8570

Hours: 8 a.m. - 2:30 p.m. Monday-Thursday

To obtain a copy of a traffic accident report go to the location checked above. Some are also available at <http://police-reports.baynews.com>.

\* A fee is charged.



**Records Section - Police Admin Building (3<sup>rd</sup> Floor)**

455 Seventh Street, Oakland, CA 94607

(510) 238-3021

Report Hours: 8 a.m. - 3 p.m. Monday-Friday

Vehicle Release Hours: 8 a.m. - 3 p.m. Monday-Friday

and 8 a.m. - 12 p.m. Saturday-Sunday

**Public Records Request**

\* In person, Monday - Friday 8 a.m. - 3 p.m.

\* [OPDPublicRecordsRequest@oaklandnet.com](mailto:OPDPublicRecordsRequest@oaklandnet.com)

\* Via mail

\* Via phone (510) 238-7143



**Towed Vehicle Information**

If your vehicle was towed, you must go to the Records Section to obtain a release before going to the tow facility. Call for hours of information.

To obtain a release:

\* You must have a valid driver's license

\* You must be the registered owner

\* The vehicle registration must be current

\* You must pay a fee



**Neighborhood Services**

Community engagement starts in your neighborhood. Partner with OPDI (510) 986-2715

<http://www2.oaklandnet.com/government/OPDI/>

[NSDI/index.htm](http://www2.oaklandnet.com/government/OPDI/NSDI/index.htm)

000129

**Oakland Police Department**  
**455 Seventh Street**  
**Oakland, CA 94607**



**Contact Numbers:**

- Dispatch ..... (510) 777-3333
- Patrol Desk (Eastmont) ..... (510) 777-8500
- Patrol Desk (PAB) ..... (510) 238-3455
- Misdemeanor Assault/Theft ..... (510) 238-3728
- Felony Assault ..... (510) 238-3426
- Robbery ..... (510) 238-3326
- Homicide ..... (510) 238-3821
- Narcotic/Weapons/Charging ..... (510) 238-3610
- Special Victims Section ..... (510) 238-3641
- Juvenile Intake ..... (510) 238-3641
- Domestic Violence ..... (510) 238-3256
- Special Victims Unit ..... (510) 238-7910
- Vice/Child Exploitation ..... (510) 238-2799
- Missing Persons ..... (510) 238-3352
- 290 Enforcement ..... (510) 238-3374
- Property/Evidence Unit ..... (510) 238-3874
- Internal Affairs ..... (510) 238-3161
- Animal Services ..... (510) 535-5602
- Neighborhood Services ..... (510) 886-2715
- Santa Rita ..... (925) 551-8500

**Comments:**

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TF-3264 (Jul 19)

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530-6345

December 23, 2019

Michael E. Horejsi  
5326 Willow Glen Place  
Castro Valley, CA 94546

Re: Parking Spot Privileges, Delinquent Rent Dated December 10, 2019

Dear Michael Horejsi,

Please stop harassing me and preventing me from implied Warranty of quiet enjoyment. Do not send me anymore letters with the accusatory subject of me harassing tenants. If you believe I am harassing your tenants call the Oakland Police Department and make a Police report because it is illegal to harass or bully people in the United States of America. I do not harass or bully people.

I do not owe you any delinquent rent. The fraudulent filing of the Unlawful Detainer case number **RG16-821622** you executed June 2016, (you stated I owed you \$9989.76 for past due rent). The Unlawful Detainer consequently caused the creation of the Court ordered Stipulation on August 15, 2016. The settlement with the Stipulation Agreement was created and signed by the Superior Court Judge, your Attorney, you, Akenduca Beasley and Satchidananda Mims because the Unlawful Detainer you filed was fraudulent.

You have been attempting to increase my rent amount since August 2016 at which time we were in agreement of the rent amount assigned by the Judge of the Superior Court of the State of California, Alameda County Superior Court. At that time the court was in control of rent amounts that were agreed to in the Stipulation case no. **RG16-821622** initiated August 15, 2016 was in effect until September 10, 2018. The agreed and signed statement said, "The court accepts this stipulation for filing and accepts the parties' request to retain jurisdiction pursuant to CCP section 664.6. Compliance review 9/10/18 @ 9:15am in Department 511. Dismiss with prejudice if neither party appears."

You were there at the compliance review; and because you did not comply with the court order the Judge dismissed the case with prejudice. You failed to do what you agreed you would do: 1. Repair Bathtub, 2. Bathroom mold and mildew, 3. Repair the hood above the stove, 4. Repair Defective stove and 5. Repair Heater. Three years have passed and you have not repaired or replaced broken utilities. I am requesting for the apartment to be repaired and brought up to code.

You are currently trying to collect 10 year old CPI rates that were waived and voided in the Court ordered Stipulation.

## AKENDUCA BEASLEY

You are stating my rent is late from your calculations which are incorrect. You had no right to make a rent increase adjustments at that time because the stipulation was in affect under the court's order.

No rent increase was valid or justified when you claimed a rent increase in 2016 because we agreed, (Judge, your Attorney, you, Mike Horesji, Akenduca Beasley and Satchidananda Mims) **all rents** up to August 2016 were waived and voided including the 10 year old CPI money amounts you have been tallying. Perhaps you need to talk to an attorney so it can be explained or give clarity and understanding to you regarding the Court ordered Stipulation; Mr. Kasdin needs clarification and understanding of the Court ordered Stipulation to be explained to him also.

We all, Judge, the Attorneys, Mike and Horesji, Akenduca Beasley and Satchidananda Mims, as a result agreed not to prosecute you for fraud and made other arrangements to settle the case with the Stipulation. The fraudulent transaction you executed caused the Stipulation to be created.

The Stipulation stated in pertinent part, "**Plaintiff** hereby waives any and all claims for rent fees, costs, parking and late fees and daily damages for the premises above the \$3856.84 amount outlined in paragraph 1, through 8/31/16" all rents prior to 2016 are waived and voided page three of the Stipulation. You are not and were not entitled to any rent increases effective August 15, 2016 through September 10, 2018 because the Superior Court of the State of California, Alameda County Superior Court had jurisdiction over 3764 39<sup>th</sup> Ave. Apt. D Oakland, CA 94619.

Unfortunately for you, you have chosen to keep ledgers to tally the rent money amount totals I pay to you. Also, you refuse to give me a receipt of money amounts paid to you. You filed an unlawful detainer against me June 2016 case number **RG16-821622** stating I owed you \$9989.76 back rent because I did not pay you rent for one year. During that process of the unlawful detainer transaction I revealed that I paid you total rent amounts due and you chose to subtract \$75.00 from the total to manipulate money amounts collected.

You subtracted \$75.00 per month \$50.00 late fee and \$25.00 parking as not paid to you for 10 years which total around \$9989.76. You did not give me credit for paying you the \$75.00. You were claiming I owed you \$75.00 each month for 10 years \$50.00 late fee and \$25.00 parking, money I paid you but you refused to give me credit for it. Copies of your latest ledger are reflecting you are doing the same thing today. Mike you know collecting my money and not giving me credit for it is not legal and the transaction totals you write in your ledger are fraud.

Your transactions and behavior you have been exhibiting is that of a con artist or a swindler and they are illegal. Your current transactions would be listed as fraud mainly because you are subtracting \$75.00 from the total of rent money that I pay to you and you

## AKENDUCA BEASLEY

do not give me credit for it. According to you I am \$75.00 short of my rent each month and you claim fees have not been paid that are not required i.e.(\$1300.00 deposit on the apartment, I paid \$425.00 deposit July 24, 1982; rent increase to \$1130.00 rent increase is being challenged). Parking entitlement cannot be legally subtracted from rent they go together according to RAP and my rental agreement.

You have stated my rent is not current and you will not give me a rent receipt because my rent is not current. You told me only a tenant that has a current rent balance gets rent receipts for payment from you, this is illegal in the State of California. The truth is the rent receipt will reveal you are subtracting \$75.00 each month from my rent payment. Unfortunately for you, using the system you have created I will always be late paying my rent and it will never be zero, because you are charging me extra money that has no justification and you feel you can do that because you are the property owner although we know it is not legal what you are doing, it is fraud. No matter how you feel you are required to conduct your business practices legally as a business man and landlord.

Michael Horesji I have a written contract with you for renting Apt. D at 3764 39<sup>th</sup> Ave. Oakland, CA 94619. The contract is a rental agreement that was signed July 24, 1982 and it includes parking and it is still in effect. You stated, "According to the Rental Agreement with modified changes, **I no longer wish to provide parking for you when the fees are not paid [as previously advised].**" I have no idea or understanding what you are talking about. If you want to modify the original rental agreement it has to be completed in writing, agreed and signed by all parties involved with the contract. I have not agreed to any modifications (changes) of the original rent contract or talked with you regarding any modifications (changes). You are attempting a con man's transaction, fraud.

Renting the apartment at 3764 39<sup>th</sup> Ave. #D Oakland, CA 94619 from you is a business agreement, which entails a legal written contract. I am not involved with you personally or your personal feelings. You illegally blocked my parking space with your Jet Ski trailer October 10, 2019 and consequently you removed the Jet Ski trailer December 5, 2019 and December 6, 2019 your tenant, Katrina Chatman stated she paid you for my parking space. I am telling you I also paid you \$1037.15 on December 4, 2019 for my parking space.

You stated in your letter dated December 10, 2019 **re: Parking Spot Privileges: Delinquent Rent.** "On that date [12/6/19], you apparently berated the tenant for parking in their newly assigned parking spot. Please be advised that you have no authority to harass whomever I assign to that parking spot in the future. Please cease and desist from this type of behavior." Mike berating your tenants is your specialty I am harassed by you each time you subtract \$75.00 from my rent as not paid; And you tally in your ledger I am past due in my rent, telling me not to barbeque in my space, but you allow the tenants in Apartment A and Apartment B to barbecue whenever they want to and however long they want to.

## AKENDUCA BEASLEY

I do not harass or berate people those are uncivilized and illegal actions. I am a 70 year old female that can barely walk because of physical injuries. I have been renting from you for the past 37 years and have never had a conflict with any of your tenants.

You also said "On Monday, December 9, 2019 another tenant had their car maliciously spray painted on the side [photo enclosed]; some tenants are speculating of a relationship between the two events - I hope this is not the case." Mike you should not make accusations against me unless you witnessed whatever charges you are making against me. Mike Horesji you are defaming me. Defamation is a cause of action for filing charges against you.

It has been my understanding that you have security cameras functioning in the backyard area where the cars are parked. If your tenants are being berated and their car(s) are being damaged by spray paint you should have a visual image of those events on your camera footage. Are you sure you don't know who did those acts?

At this time you have barred me from parking on your property. I park on the city streets and my automobile has been damaged on the front and back bumpers, the door has been scratched and you are responsible for the damages to my automobile. Also, you complained to the City of Oakland police about me parking in front of the fire hydrant and a parking ticket was issued to me, thanks to you, your name is on the ticket.

Three years of litigation regarding the rent and inhabitability (unfit living) status of Apt. D is still not clear and is currently being examined by the Superior Court of the State of California, Alameda County Superior Court all because of fraud.

Regards,

Akenduca Beasley

AKENDUCA BEASLEY  
SATCHIDANANDA NIMS

216

90-7525/2211  
720

April 5, 2019  
Date

Pay to the Order of Mike Horvay \$ 853.00

Eight hundred fifty three and 00/100 Dollars

**Golden1** golden1.com  
Credit Union

For Rent receipt Tuesday 4/2/19

Mike Horvay Reserve

All CPI increases since Oct 2016 Delinquent.

Deposit increase Pw 1 Apr 2019 Delinquent.

4/5/2019 Taped to door - from Mike

WAB 4/9/19

AKENDUCA BEASLEY  
SATCHIDANANDA MIMS  
P.O. BOX 18304  
OAKLAND, CA 94618-0304

217  
90-7526/3211  
720

May 5, 2019

Date

Pay to the  
Order of

Mike Hagan

\$ 853.00

Eight hundred fifty-three only

Dollars



Security  
Features  
Details on  
Back

Golden1  
Credit Union

golden1.com

For

Rent - official receipt needed!

⑆321175261⑆



⑆50021⑆

Received 6 May 2019. Pd late  
Matur Hagan

All CPI increases since Oct 2016 Delinquent.  
Deposit increase due 1 Apr 2019 Delinquent.

AKENDUCA BEASLEY  
SATCHIDANANDA MIMS

219

88-1526/3211  
720

June 5, 2017

Pay to the  
Order of

Mike Horvath

\$ 853.00

Eight Hundred - fifty three only

Dollars

Golden1  
Credit Union  
golden1.com

For Rent 4/16 need receipt



MP

Received 5 Jun 2019.

Mike Horvath

Late charge May 2019 25.00 Due

All CPI increases since Oct 2016 Delinquency

Deposit increase due 1 mg 2019 Delinquency

000137

Received 5 July 2019

AKENDUCA BEASLEY  
SATCHIDANANDA MIMS

98-752

Pay to the  
Order of

*Mike Horesji*

\$ 853.00

Dollars

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

**Golden1** Credit Union golden1.com

For

*rent for 7/2019*

July 5, 2019

Mike and Pat Horesji  
PO Box 2883  
Castro Valley, CA 94546

Dear Mr. and Mrs. Mike Horesji:

I am requesting rent receipts for all money I paid to you effective July 2019 and during the following dates: January 1, 2016 through July 2019, you have not given me any rent receipts for the past several years. The copied checks I have paid my rent to you are not valid or acceptable receipts from you for rent paid. I receive copies of cashed checks I have written to you.

According to Civil Code section 1499 says in its entirety: "WRITTEN RECEIPTS: A debtor has a right to require from his creditor a written receipt for any property delivered in performance of his obligation."

I demand according to the Law of CA civil code 1499 my rent for all money I paid to you during the following dates: January 1, 2016 through July, 2019, you have not given me any rent receipts for the past several years.

Do not approach my son, Satchidananda Mims; regarding rent money issues the apartment was/is rented by me, Akenduca Beasley effective 1982. Any future discrepancies regarding housing, rent and living will be settled in court.

Regards,

Akenduca Beasley  
Aka Linda Beasley

1. Late charge may 2019 25<sup>th</sup> not paid.
2. All CP1 increases since oct 2016 delinquent.
3. Deposit increase due 1 may 2019 delinquent.
4. Your son is considered a tenant and now a party to the apt rental. He has been included in your various legal actions and BAP appeals. Of course he is equally responsible for any delinquent rent.

ENDORSED

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
ALAMEDA COUNTY SUPERIOR COURT

HORESSI

No. RG16 - 821622

Plaintiff(s),

STIPULATION RE:  
DISMISSAL/JUDGMENT

v.

MASKING ORDER

BEASLEY, MIMS

Defendant(s).

ORDER OF COURT



Plaintiff, MICHAEL HORESSI and

Defendant(s), AKENDUCA BEASLEY + SATCHIDANANDA MIMS, hereby stipulate and agree to the following:

1. Defendant(s) shall retain possession of the premises located at 3769 39th AVE APT D <sup>IN OAKLAND</sup>, CA on the following conditions:

Defendant shall pay to Plaintiff \$3856.84, which constitutes a bargained for amount of all rents, fees, <sup>PAVING FEES, GATE FEES ETC</sup> and costs due and owing for the premises through 8/31/16.

This amount shall be paid as follows:

\* ON OR BEFORE 8/22/16, Defendant

shall pay \$1656.84 in certified funds, <sup>CASH, OR PERSONAL CHECK</sup> cash, or personal check directly to MICHAEL HORESSI, BY LEAVING IT ON THEIR DOOR AS USUAL.

\*After this payment, Defendant will owe \$2,200-.

This amount shall be paid as follows:

(SA)

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Defendant shall pay \$ 100 every month, along with his/her monthly rent, beginning with SEPT 2016 and ending with JUNE 2018. Rent and the \$100 arrearage payment shall be due by the 5<sup>th</sup> of the month. If the 5<sup>th</sup> falls on a weekend or holiday, then Defendant(s) shall have until the next business day to pay.

~~All payments to be applied first to current rent then to arrearages.~~

All payments to be applied first to current rent then to arrearages.

Defendant may accelerate the payments.

\* DEFENDANTS ACKNOWLEDGE THAT THEIR CURRENT RENT IS \$925 AND THEY OWE AN ADDITIONAL \$25/MONTH FOR PARKING, WHICH IS

2. If Defendant(s) makes the payments as required under paragraph NOT RENT 1, above, Plaintiff shall forthwith file with this Court a request for dismissal with prejudice of this action, and Defendant(s) shall be tenant(s) in good standing.

3. If Defendant(s) fails to make any payment as required under paragraph 1, above, then Plaintiff upon 24 hour business day notice of said failure to the Eviction Defense Center at (510) 452-4541 and to Defendant(s) at (510) 530-6345 and upon filing a declaration under the penalty of perjury with the court, shall be entitled to a judgment for possession of the premises, rental arrearages less credits for payments and an immediate writ of execution thereon.

881

FEE'S, COSTS, PARKING + LATE FEE'S

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4. Plaintiff hereby waives any and all claims for rent and daily damages for the premises above the 43856.84 amount outlined in paragraph 1, through 8/31/16.

5. Each party will bear its own fees and costs associated with this action, EXCEPT AS PER ¶ 3.

6. WITHIN 30 DAYS, PLAINTIFF SHALL INSPECT AND REPAIR AS NECESSARY THE FOLLOWING DEFECTS:

- BATHTUB
- BATHROOM MOLD + MILDEW
- HOOD ABOVE STOVE
- DEFECTIVE STOVE
- HEATER
- HOLE IN CLOSET
- WINDOW SCREENS

With the exception of the rights set forth herein, the parties reserve all other rights known to them at this time.

7. The parties agree that this unlawful detainer action and all filings pertaining to it shall remain permanently masked so that it does not become a public record.

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DATED: 8/15/2016  
[Signature]

DATED: \_\_\_\_\_  
\_\_\_\_\_

Defendant

Plaintiff

DATED: 8/18/2016  
[Signature]

DATED: 15 Aug 16  
[Signature]

Defendant

Plaintiff

APPROVED AS TO FORM:

\_\_\_\_\_, ESQ.  
EVICTIION DEFENSE CENTER

[Signature]  
\_\_\_\_\_, ESQ.  
ATTORNEY FOR PLAINTIFF

The court accepts this stipulation for filing and accepts the parties' request to retain jurisdiction pursuant to CCP section 664.6.

DATE: 8/15/16

[Signature]  
SUPERIOR COURT JUDGE

Compliance review: 9/10/16 @ 9:15am in Department 511.  
Dismiss with prejudice if neither party appears.

[Handwritten initials]

30 Day Notice of Change of Terms of Tenancy

TO: Linda Beasley & Saichidonanda Mirns  
Tenants in Possession of premises located at 3764 39<sup>th</sup> Ave., #D, Oakland, CA 94619

PLEASE BE ADVISED that the terms of tenancy, under which you occupy said premises, are changed as follows:

1. The deposit requirements have been increased to \$1,300. This is not to be construed as last month's rent.
2. In any action or proceeding brought by either party to this Agreement, the prevailing party shall be reimbursed for all reasonable attorney's fees up to but no more than \$1,000, in addition to other damages awarded.
3. Parking is considered a housing service cost and is included as part of the rent. If the rent is delinquent by excess of the parking fee of \$25.00, rent will be reduced by the parking fee and parking privileges will be withdrawn/revoked.
4. Landlord reserves the right to maintain the property. Should tenant refuse to allow this to occur, Landlord will hire specific repair personnel to effect the repairs and these additional charges will be deducted from tenant's rent paid.
5. A Renter's insurance policy is required for your apartment. Proof of current insurance to be provided to Landlord as requested.

See reverse side of this document for RAP Notice.

The change in terms of tenancy shall be effective: 1 April 2018

Signature  
Tenant(s) Acknowledgment

21 February 2018  
Date

Signature  
Michael E. Horejsi, Landlord/Owner

PROOF OF SERVICE BY MAIL

The undersigned declares:

I am a citizen of the United States of America, over the age of eighteen years. My mailing address is P.O. Box 2883, Castro Valley, CA 94546.

On 21 Feb, 2019, I served the attached 30 Day Notice  
of Change of Terms of Tenancy

on the parties in this action by placing a true and correct copy thereof, in a sealed envelope with first class postage fully prepaid, in the United States mail at Castro Valley, California, addressed as follows:

Linda Beasley  
Satchidananda Mims  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Dated this 21 day of Feb, 2019 at Castro Valley, CA.

  
Michael E. Horejsi

January 15, 2019

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Request of January 7, 2019 to address dripping bath faucet

Dear Linda:

The tub faucet of your bathtub was leaking; the screws holding the control handles were corroded from excess moisture and could not be removed. It was necessary to replace all control handles, the shower diverter and cold water valve.

Prior to leaving you were asked about any other problems you may have. You indicated to Mr. Jackson and myself that you did not have any problems you wanted me to repair. The expert witness identified the outlet in the living room as having reversed polarity. This particular electrical outlet was checked during the inspection conducted by myself last year and appeared to be correctly wired. This fault needs to be corrected.

In November, you placed restrictions on maintaining your apartment. If this is still the case, please advise me accordingly.

Attached is another repair request form; please advise me of any problems you may have. If you do not have any problems, please state so on the repair request and return it to me.

I will probably, as time permits, schedule another visit to your apartment next week. Also, please include your check in the amount of \$34 for your portion of the RAP fee with your February rent.

Sincerely,

  
Mike Horejsi, Landlord/Owner

/meh  
Attachment (repair form)

000145



**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530 6345

March 5, 2019

Mike Horesji  
PO Box 2883  
Castro Valley, CA 94546

Re: Response to your letter dated February 21, 2019 titled 30 day Notice of Change of Terms of Tenancy

Dear Mike Horesji:

I am requesting rent receipts for all money I paid to you during the following dates: January 1, 2016 through February, 2019, you have not given me any rent receipts for the past several years.

According to Civil Code section 1499 says in its entirety: "WRITTEN RECEIPTS: A debtor has a right to require from his creditor a written receipt for any property delivered in performance of his obligation."

I demand according to the Law of CA civil code 1499 my rent for all money I paid to you during the following dates: January 1, 2016 through February, 2019, you have not given me any rent receipts for the past several years.

Regards,

Akenduca Beasley  
Aka Linda Beasley

000147



**Pacific Gas and Electric Company**

**SERVICE REPORT**

**PG&E Visited your Property Today to Service Your Account**

Valued Customer: 3764 39<sup>th</sup> Ave #10 Oakland  
 Address

Service Date/Time: 3-19-18 A.M./P.M. (P.M.)

Service Technician: Kiel Confirmation/Field Order # \_\_\_\_\_

Transaction Type: Relief

- SORRY WE MISSED YOU:** Unfortunately we were not able to complete your service request because it requires your presence or the presence of an adult. Please call us at 1-800-743-5000
- SORRY WE MISSED YOU:** Please see reverse side for additional information

Gas Service							
Service/Inspection of Gas Equipment							
Appliance Type	Inspected	Cleaned Burner/Pilot	Filter Inspected	Adjusted	Repaired	Gas Leak Repaired	Appliance Parts Replace Program Unsafe Condition Identified Refer to Licensed Contractor
Range							
Oven							
Water Heater							
Heating Appliance	✓						
Dryer							
Pool/Spa Heater							
Other							

Electric Service					
Service/Inspection of Electric Equipment					
Equipment Type	Inspected	Voltage Read	Problem Corrected	Perms/Contractor Referral	Unsafe Condition Identified Refer to Dealer
Service Panel					
Voltage Problem					
Complete Outage					
Partial Outage					
Electric Range					
Electric Water Heater					
Other					

**Remarks:**  
 Unable to do safety check on stove due to electric stove. Safety check wall furnace. Pilot light still on but heater won't turn on. Possible control valve is bad. Refer to license contractor for service. CO detector active onsite.

Case # \_\_\_\_\_

**Additional PG&E Work Required**

- The work you requested will require additional PG&E follow up or repairs to complete. Please refer to your case number above when calling for additional information regarding your request.

Thank you for the opportunity to serve you

Were you satisfied with the service? Yes  No  If your answer is "No" how can we improve? \_\_\_\_\_

April 24, 2018

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Your letter dated April 5, 2018

Dear Linda:

You raised several issues in your letter referenced above. You apparently requested that PGE conduct an inspection of your electric cook range. They [PGE] arrived on March 19, 2018 to provide the requested service. My understanding from you is that upon arrival, the PGE representative advised you that he could not check the range/perform the inspection because the range is electric [and not gas].

The PGE rep asked you if you wanted a safety check performed on the wall heater – you indicated that he told you the pilot light was too high and upon lowering the pilot light, the heater would not operate. The heater had been operating properly prior to this adjustment. According to the Service Report, there was an indication that the 'possible control valve is bad.'

Your wall heater was checked by myself on April 11, 2018. The heater burner assembly was removed and taken to Appliance Parts Distributor and bench tested. The technicians found that it functioned normally. The burner unit was reinstalled and a new 750 millivolt power generator was installed. The burner unit seemed to work well even with the lower pilot light setting.

The PGE representatives have special sensors and are normally good at detecting gas leaks; however, they are not experienced technicians. I would suggest if you want an expert evaluation of your appliances, you contact a professional to perform this service.

As far as your rent is concerned, you have paid the amount required per the Stipulation. You pay by check and therefore have a record of what you have paid. As you know, you have failed to pay the basic CPI (2%) increase mandated by the RAP since October 2016 as required by law. This failure amounts to a delinquency of \$17.06 per month since that date [2016]. You have also failed to pay the basic CPI (2.3%) increase mandated by the RAP since October 2017. This failure amounts to an additional delinquency of \$20.28 per month since October 2017.

There is also the matter of damages to the kitchen range that you have refused to pay. Further, your portion of the RAP fees of \$34.00 is also due – please include this with your May rent.

In February, wire, plastic and onion peelings were removed from your disposal – these are not items that belong in the disposal. Upon checking it again during my current visit, it was clear of debris and works properly. It does make some noise, but continues to work as designed.

000149

Linda Beasley  
April 24, 2018  
Page | 2

Concerning your request for painting, you have previously indicated that you intend to move when you settle the lawsuit. There is little justification for performing this type of work at this time. However, I will arrange for a contractor to come in and evaluate the work you have requested, as well as provide an estimate for the proposed work. You will be advised when this evaluation is scheduled.

Sincerely,

  
Mike Horejs, Landlord/Owner

/meh

000150

Oakland Fire Department  
 CUSTODIAN OF RECORDS  
 1603 M.L.K. Jr Way  
 Oakland, CA 94612  
 510-238-4038  
 idiaz@oaklandnet.com  
 Printed: 01/11/2018 15:00:57  
 Number of Pages: 2

Incident Report  
 2018-0000458 000

Person Involved - Beasley, Akenduca (Linda)	
Occupies Property	Yes
Involvement Code	REP
Last Name	Beasley
First Name	Akenduca (Linda)
Street Address	3764 39TH AVE
Apartment	D
City, State Zip	OAKLAND, CA 94619

Fire	
Structure Type	1 - Enclosed building
Number of Residential	1
Area of Origin	24 - Cooking area, kitchen
Heat Source	10 - Heat from powered equipment, other
Item First Ignited	70 - Organic materials, other
Type of Material	57 - Food, starch, excluding fat and grease (Code 31)
Cause of Ignition	2 - Unintentional
Contribution To Ignition:1	UU - Undetermined
Human Factors	None

Narratives	
Narrative Name	E23
Narrative Type	Incident
Narrative Date	15:17:17 Tuesday, January 2, 2018
Author	14577 - Mui, Frank
Author Rank	LT
Author Assignment	1
Narrative Text	Dispatched for structure fire. Staged at hydrant. Cancelled by IC.
Narrative Name	B18
Narrative Type	Incident
Narrative Date	18:31:50 Tuesday, January 2, 2018
Author	14562 - Eger, David J.
Author Rank	LT
Author Assignment	1
Narrative Text	At 1457 hours on Tuesday January 2, 2018 we were dispatched to a cooking fire confined to the container. Five units were assigned to this incident. Seventeen personnel responded. We arrived on scene at 1458 hours and cleared at 1524 hours. The incident occurred at 3764 39TH Ave # D, OAKLAND. The local station is ST18. The general description of this property is multifamily dwelling. The primary task(s) performed at the scene by responding personnel was investigation. No mutual/automatic aid was given or received.

The involved structure is described as an enclosed building. The building was occupied and operating. "Cooking area, kitchen" best describes the primary use of the room or space where the fire originated. This building has two stories above ground. The fire occurred on the first floor. The fire was confined to the room of origin. "Heat from powered equipment" best describes the heat source that caused the ignition. The cause of ignition

Oakland Fire Department  
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kliaz@oaklandnet.com  
Printed: 01/11/2018 15:00:57  
Number of Pages: 2

Incident Report  
2018-0000458 000

**Narrative**

was unintentional. The material first ignited was "food, starch". The use, or purpose of the material that was first ignited was "organic materials".

The use, or purpose of the contributing material was "cooking materials".

The building was equipped with smoke detectors. The detection system was battery operated. The detector(s) operated properly. The detector(s) alerted the occupants and the occupants responded.

Alarm number 0000458 has been assigned to this incident.

E18 arrived to find oven fire, out on arrival, alarm assignment cancelled. Contents of pan in oven charred, and oven extremely hot with heat damage to exterior of oven above door and door itself. Per resident, she was roasting contents at reasonable temperature (approx. 350) when broiler area ignited and flames travelled through main oven box and out top of door. Resident turned off oven, shut off "range" breaker at subpanel. Upon arrival of E18 crew, apartment was filled with smoke, pan with burnt contents removed to outside. To provided blower to evacuate smoke, inspect surrounding cabinets for extension. No extension found, no additional charring on cabinetry, cooktop and oven pulled out for inspection. Resident stated recent work by property manager on oven. Scene released to resident.

End of Report

## NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Boady and all persons in the premises located at: 3764 39th Ave #10, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
Oakland Ca, CA 94618  
City State

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 26 Oct 2017 11-12 AM during normal business hours for the reason set forth in the checked item below: Date/Time

- 1. To make necessary or agreed repairs *Over Repair*
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

25 Oct 2017  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

### Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being of legal age, declare that I served this notice, of which this is a true copy, on this \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), in \_\_\_\_\_ (city), California, on the above mentioned Residence in possession of the resident indicated below:

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1952.2(b);
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 8 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

\_\_\_\_\_  
(Signature of Declarant)



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 www.caanet.org  
 Form 19.0 - Revised 1/03 - © 2003 - All Rights Reserved  
 Page 1 of 1



000153

January 14, 2017

Linda Beasley  
3764 38<sup>th</sup> Ave., 4D  
Oakland, CA 94619

Re: Semi-annual inspection to Unit, November 2<sup>nd</sup> /Repairs

Dear Linda:

The following items were repaired in your apartment during the month of November, 2016:

Kitchen

1. A minor water leak in the kitchen faucet was repaired by replacing the hot water valve.
2. The kitchen window screen was replaced due to a 3/8 inch pencil size puncture hole in the screen; missing hold down clamps were also replaced.
3. The range hood light switch was fouled by excessive grease and was inoperable. Both the switch, grease covered light bulb and grease plugged filter were replaced. The light and fan work as designed.
4. The electric range was tested - all burners, bake and broil elements work as designed. The range front displayed excessive heat damage to the finish above oven door opening, possibly from operating the oven with the door open.
5. Four cabinet drawer pulls were missing. All four were replaced with new knobs.
6. The kitchen overhead light fixture was not secured to cover the bulbs - you requested that it be left that way to facilitate bulb replacement.

Living room

1. The smoke detector produced a weak signal when tested. A new detector was installed.
2. The window screens in the living room had puncture holes, 3/8 inch in diameter, pencil size. Both screens were replaced and missing screen clips were also replaced.
3. Two window cranks were damaged - both were replaced.
4. The wall heater was tested. The furnace gas valve was/had been turned off. The furnace pilot light was lit - the furnace functions as designed. The wall thermostat was replaced with a new design and functions properly.

Dining room

1. The dining area appears to be used for storage and thus could not be inspected due to inaccessibility.

First bedroom

1. No inspection conducted.

000154

Linda Kealey  
February 14, 2017  
Page 2

2. There was a complaint of a damaged window screen. The screen had a 3/8 inch puncture hole (perch size) and was replaced with another undamaged screen.
- Screened Bedrooms**
1. This room was totally fixed with storage items and assembly precluded from inspection.
  2. The window screen had a 1" square hole cut into the screen. This screen fits on the outside of the window and was replaced with a new screen.
  3. The outside bedroom door was repaired.

**Bathroom**

1. The fixed 1 1/2 GPM shower head had been replaced with an old high flow fixed halo shower head. The current building codes require 1.8 GPM heads -- you will need to change/replace with the required shower head per Code.
2. The shower curtain (set to fit the window) over the window had been removed. Water is damaging the caulk outside the bathroom vanity and the spout on the walkway floor to removal of shower curtain). Additionally, water on the walkway poses a hazard to other tenants -- this is a liability. There is ample evidence of damage to the bathroom shower outside the tub area. You indicated to me that you sweep up outside the shower prior to entering the enclosure -- this causes excessive water damage to the bathroom.

As previously discussed, I would like to have a contractor completely remodel the bathroom. You have indicated that you are not willing to comply with the same board requirements for reimbursement of costs involved with this project.

**Observations**

The range hood and oven need to be kept free of grease (at all times) as to not be deemed a fire hazard. The dining area and first bedroom are used for storage and thus are undesirable. Both rooms constitute a fire hazard and can stimulate mold growth, which is due to the lack of air circulation and damp conditions in the apartment -- particularly the belongings stacked against the exterior wall.

Per term board requirements, please make sure all repair requests, etc. are in writing, timely and directed to my attention. Also, please be advised that inspections will be held semi-annually.

Sincerely,



Mike Novak, Landlord/Owner

Meh



# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Pearley, and all persons in the  
premises located at: 3764 39th Ave #10, Unit # (if applicable) D  
Oakland, CA 94619  
(Street Address) (City) (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 27 Sep 2018 1-4 PM  
during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. Annual Inspection  
To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

25 Sep 2018  
Date

[Signature]  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 25 day of Sep (month), 2018 (year), in Oakland (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

[Signature]  
(Signature of Declarant)



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Page 1 of 1



Encl 4

000157

September 25, 2018

To: White House

From: Atlantic Policy

Subject: Annual Inspection

September 27, 2018 is not a

good day to have an inspection

we completed an inspection on

September 21, 2018

Please reschedule an effort on a

Monday, let me know the date you

are possible in agreement

*[Handwritten signature]*

Leah Winters JS

## xfinity Chat Transcript

**CHAT STARTED AT Apr 26, 2018 11:15:17 PM**

**11:15:17 PM AKENDUCA BEASLEY :** On 4/26 a technician came to my apartment to determine problem with TV and internet service. After careful review he indicated that the building I live in is grounded into Comcast and Comcast has installed filters to compensate. I spoke with customer service earlier and the agent indicated that she did not have a way of giving me a copy of what the tech stated in his notes. It could only be obtained by warrant or subpoena. The agent indicated that she would cut and paste a copy of what was stated in the technician notes in an email and sent it to my linda\_B\_year2000@hotmail.com, email address, but after looking into my account it appears that she did not send it.

The information is necessary to demand the landlord fix the problem.

--You are now chatting with Namita--

**11:16:02 PM Namita :** Hi Akenduca, thank you for contacting Xfinity Chat Support. My name is Namita.

**11:16:08 PM AKENDUCA BEASLEY :** hi

**11:16:47 PM Namita :** I will certainly assist you with this by checking on your account status and provide assistance as needed.

**11:16:57 PM AKENDUCA BEASLEY :** okay

**11:17:00 PM Namita :** Please provide your complete name and the complete service address, including apartment number and state zip code. This is required for the verification purposes.

**11:17:36 PM AKENDUCA BEASLEY :** Akenduca Beasley

**11:18:01 PM AKENDUCA BEASLEY :** service address: 3764 39th Ave Apt. D., Oakland, 94619

**11:18:43 PM Namita :** Thank you for confirming these details.

**11:18:58 PM Namita :** lease allow me 1-2 minutes to check this for you.

**11:19:07 PM AKENDUCA BEASLEY :** okay

**11:22:27 PM Namita :** Akenduca, please stay connected. I am still checking.

**11:22:38 PM AKENDUCA BEASLEY :** okay

**11:23:03 PM Namita :** Thank you for waiting.

**11:24:17 PM Namita :** Here are the notes:

<https://chat2.xfinity.com/system/templates/chat/comcast/index.html?entryPo...> 4/26/2018

000112

000159

11:24:24 PM Namita : INSIDE MDU BOX FILTERS ARE PLACED ON ALL UNITS INSIDE APARTMENT BUILDING VOLTAGE AND INGRESS, THE BUILDING ISN'T GROUNDED

11:25:10 PM Namita : This is what is mentioned here in the note.

11:26:45 PM AKENDUCA BEASLEY : yeah the agent indicated that he had several notes about the building, in addition to that he stated something about the building was using Comcast to ground the building.

11:27:47 PM Namita : Akenduca, this is what I found in the notes that the building isn't grounded.

11:28:50 PM Namita : yes, there one more note- " the building is using Comcast as a ground instead of PGE"

11:29:31 PM Namita : That's it. These are the two notes mentioned here.

11:29:36 PM AKENDUCA BEASLEY : okay

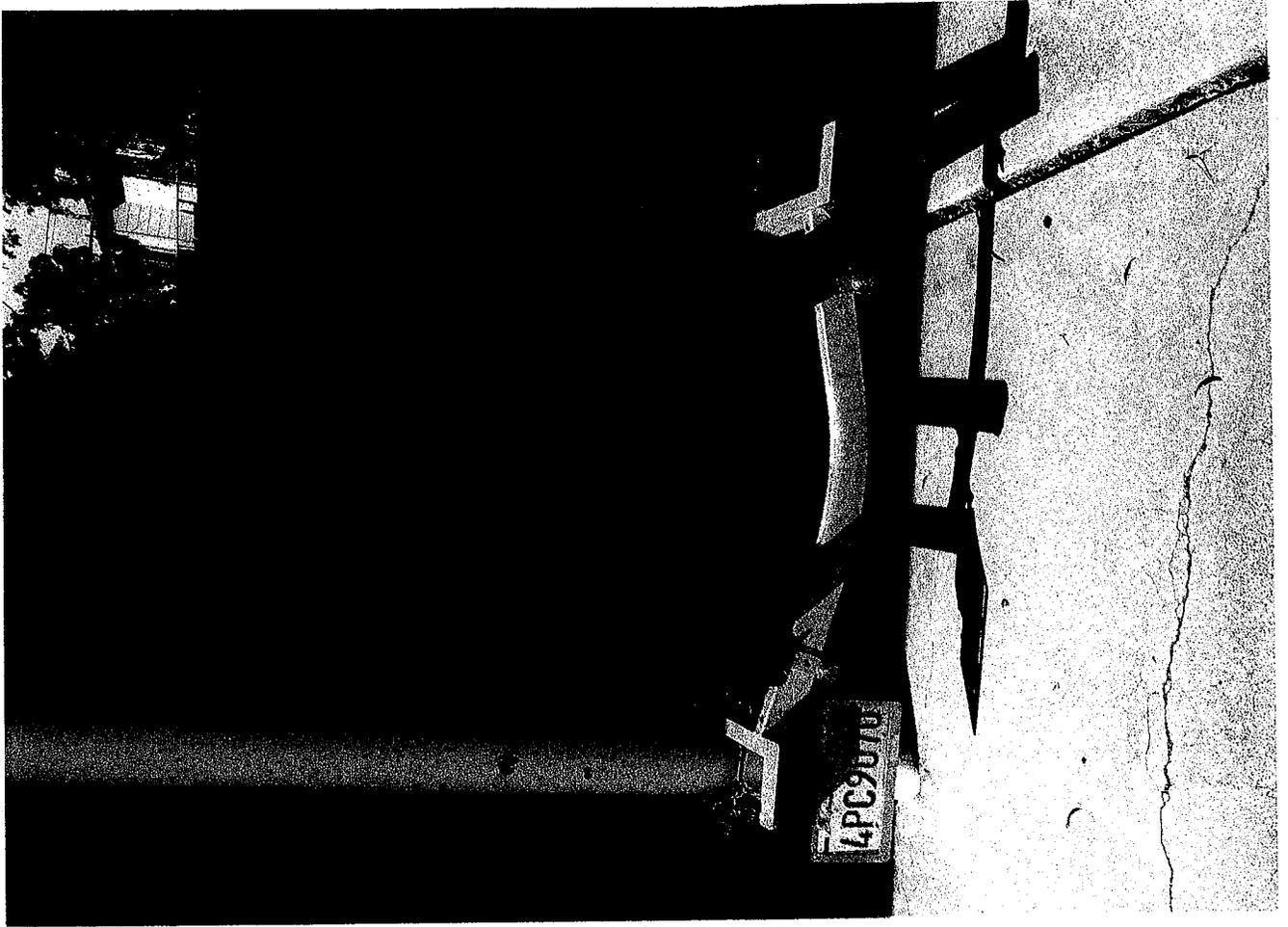
11:30:26 PM AKENDUCA BEASLEY : Is there a way to get a formal letter or email indicating the tech findings?

11:31:54 PM Namita : Unfortunately, we are not able to send emails to our customers. We can just chat. However, you can save a transcript of this chat by clicking on the 3 horizontal lines at the top left corner of the screen.

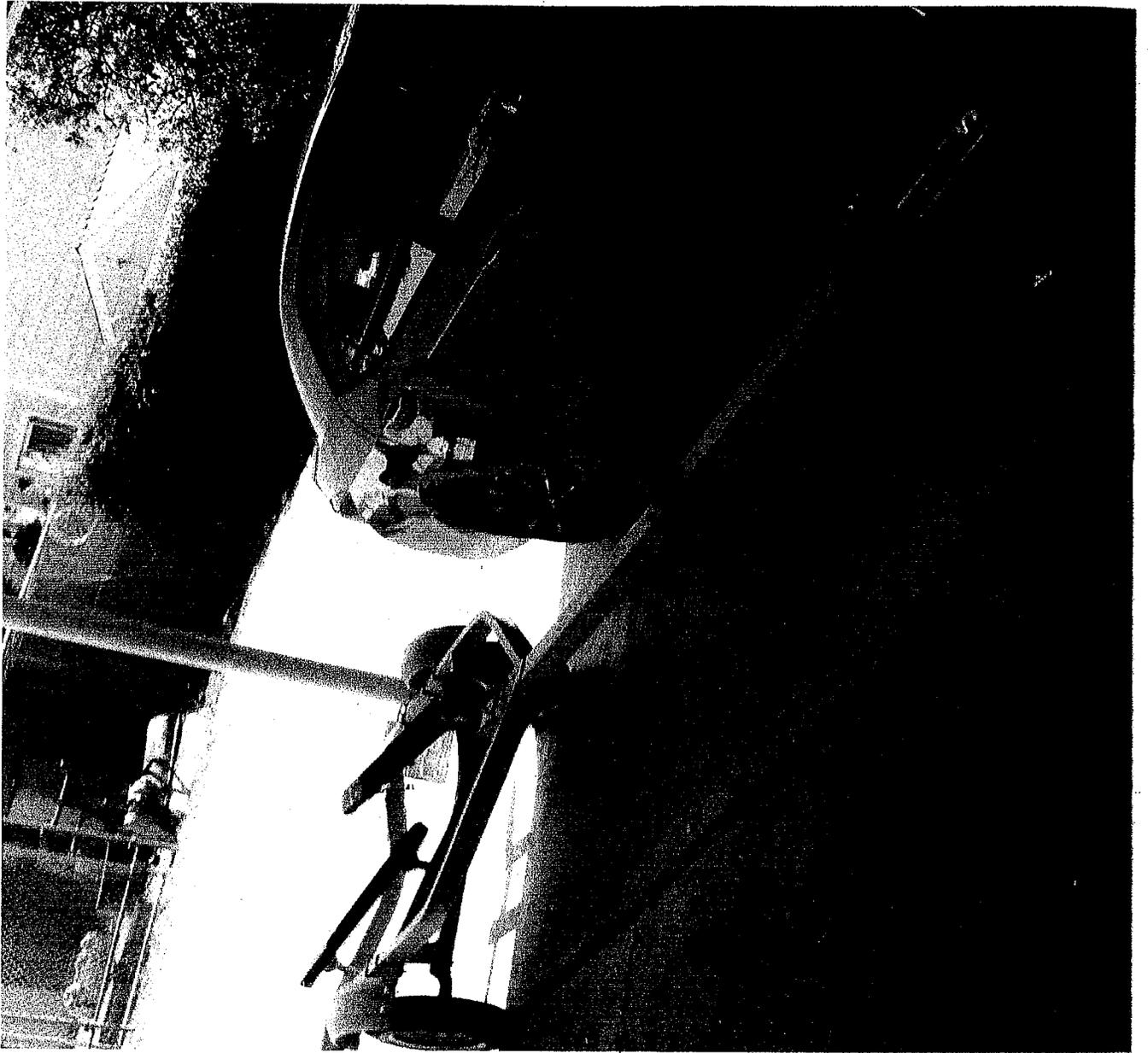
11:32:21 PM AKENDUCA BEASLEY : okay

11:33:03 PM Namita : While going over to your account, I see a great deal that would save your money and internet speed would increase. Would you like to have a look at this offer?

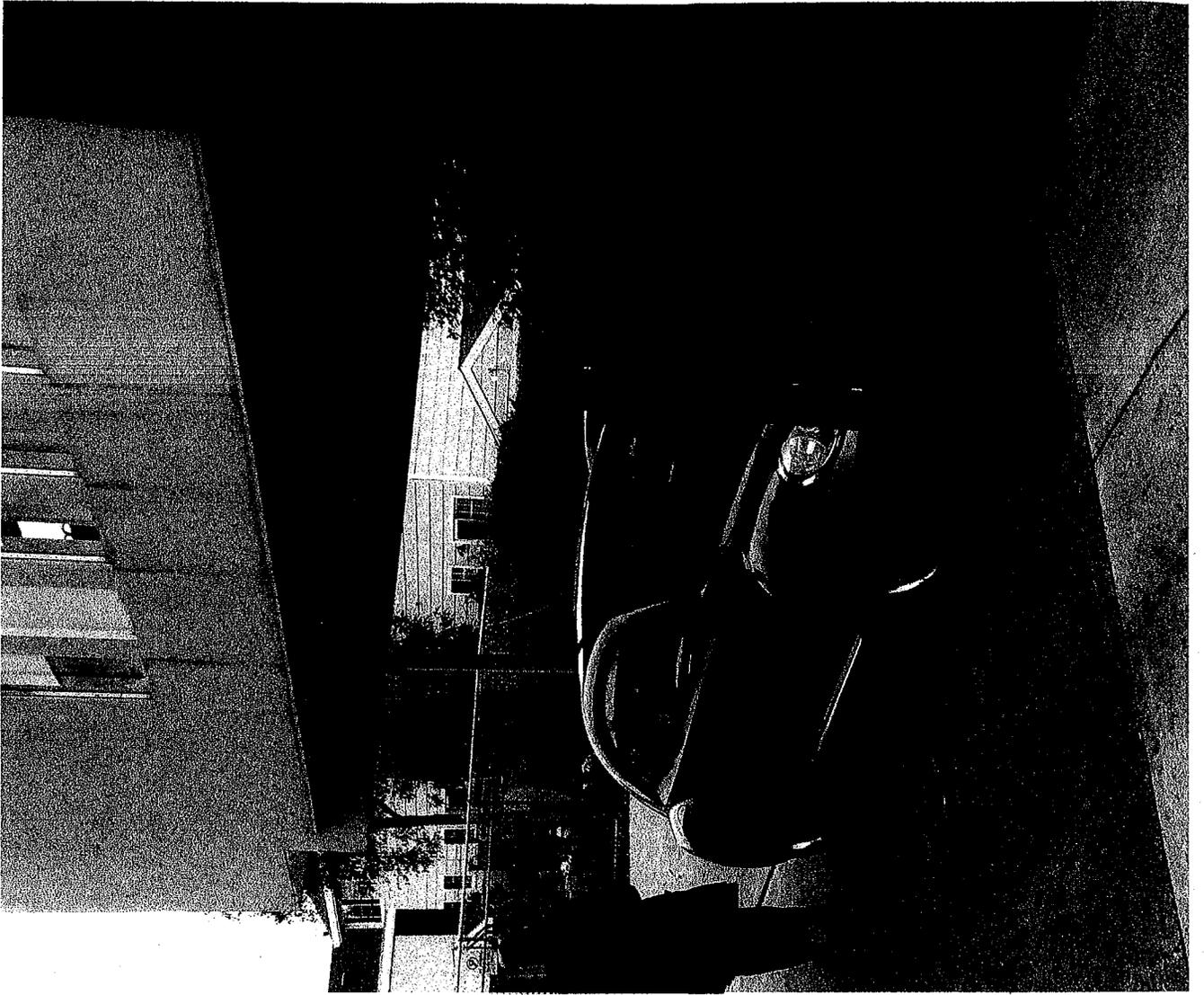
Powered By **eGala**



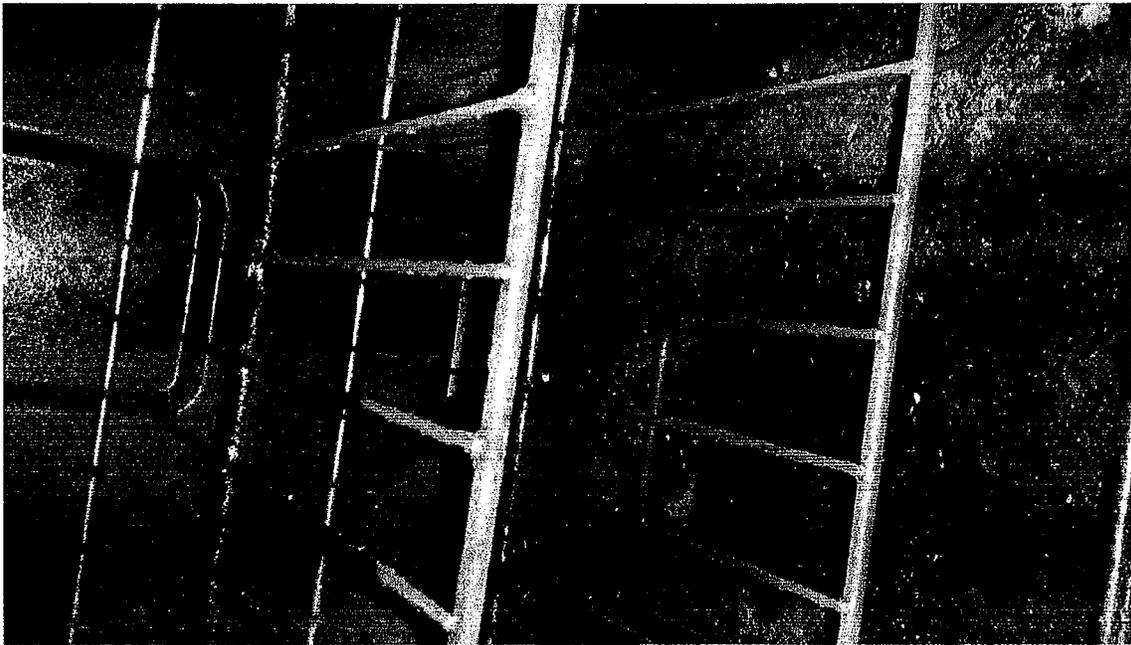
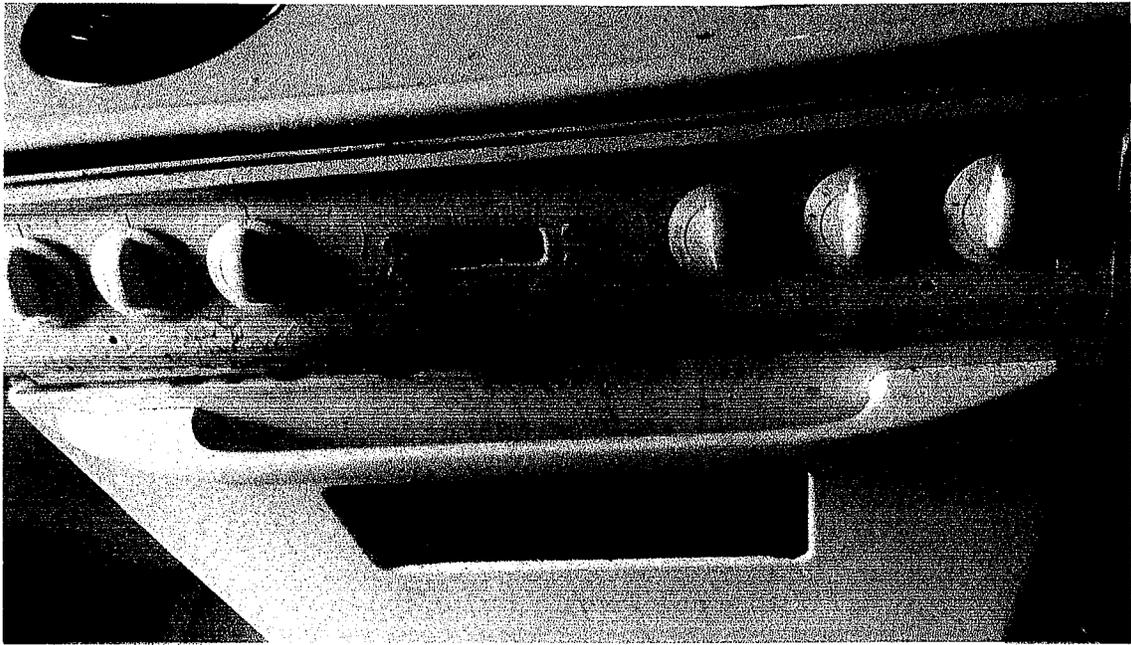
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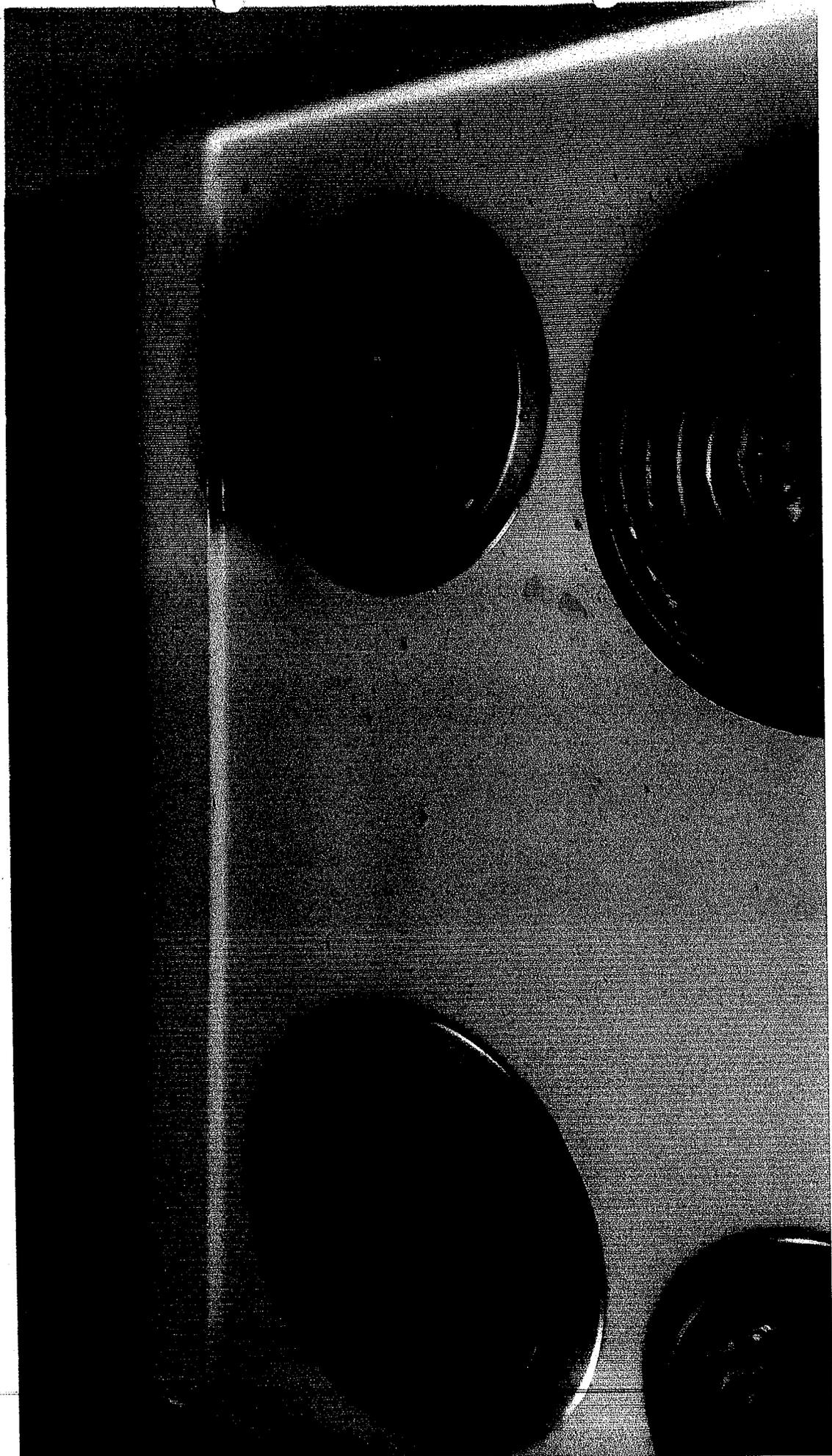


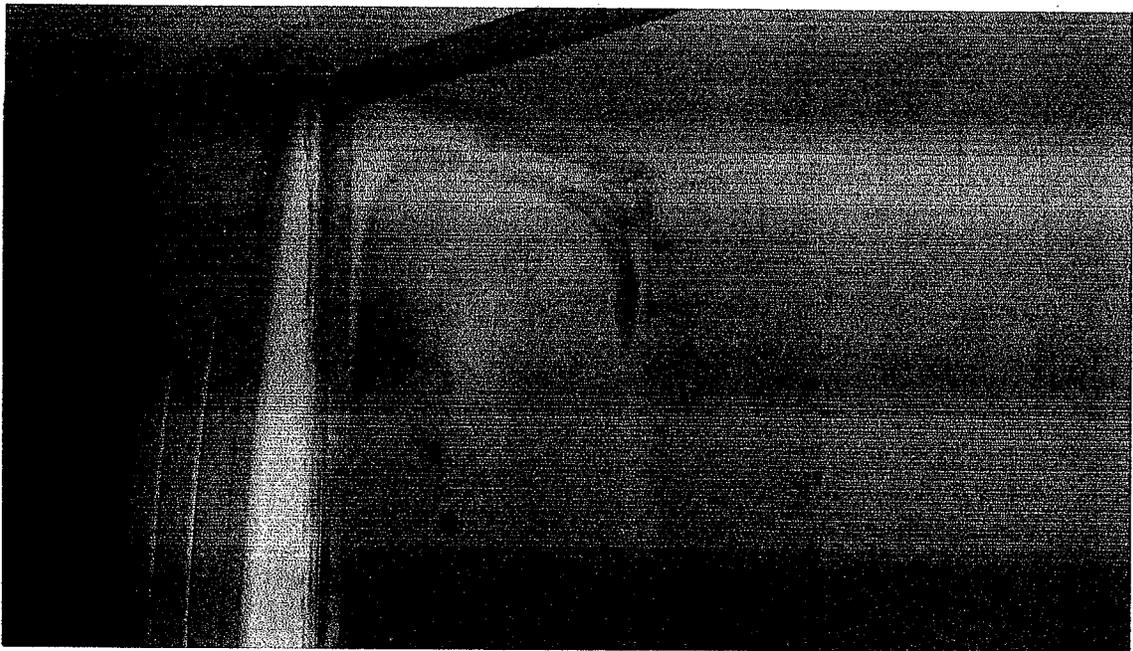
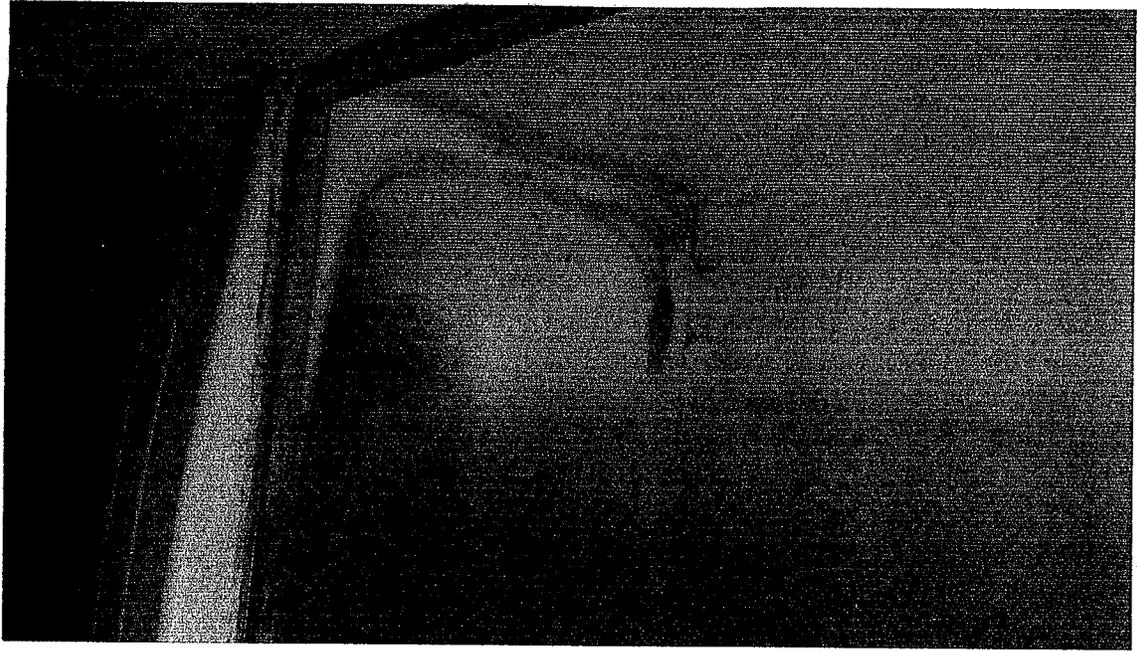
000162

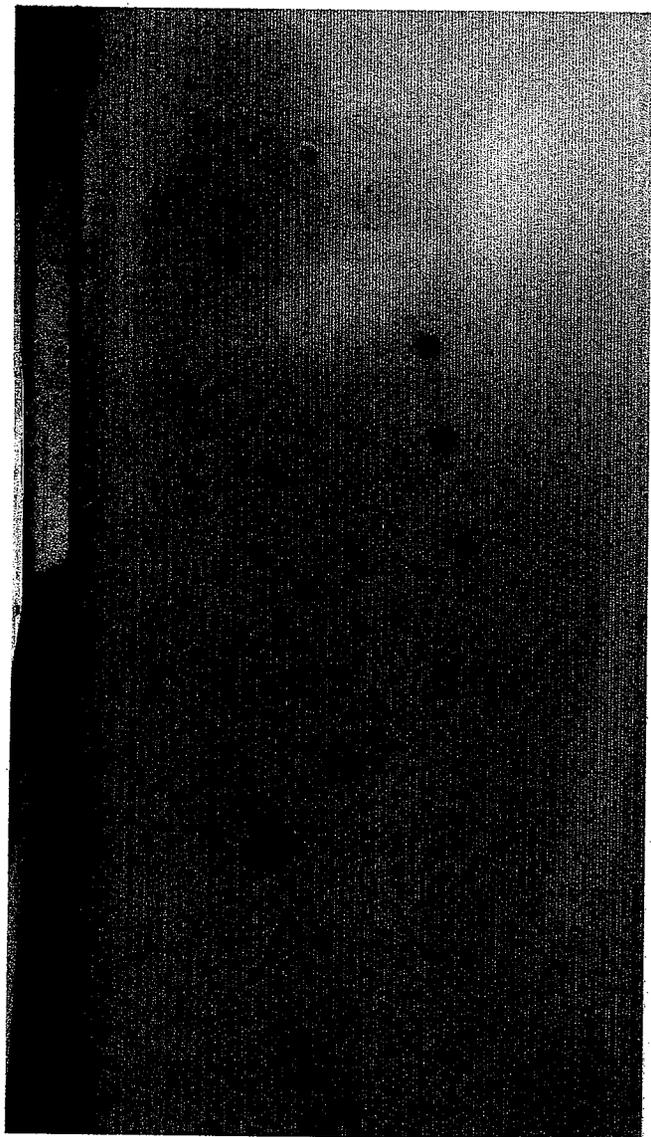


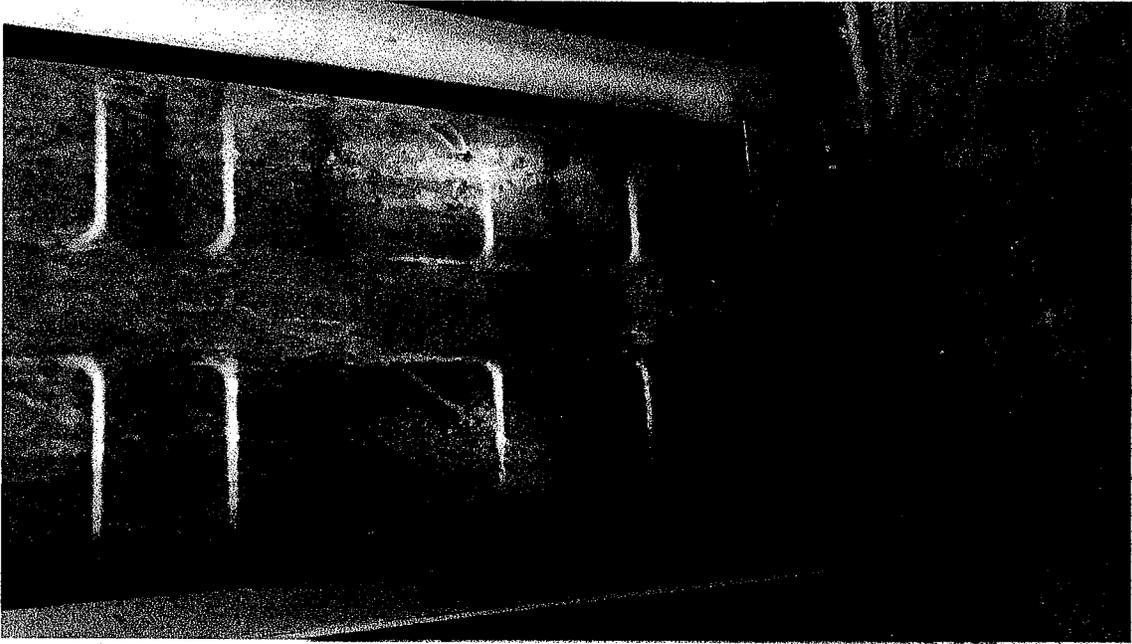
000163



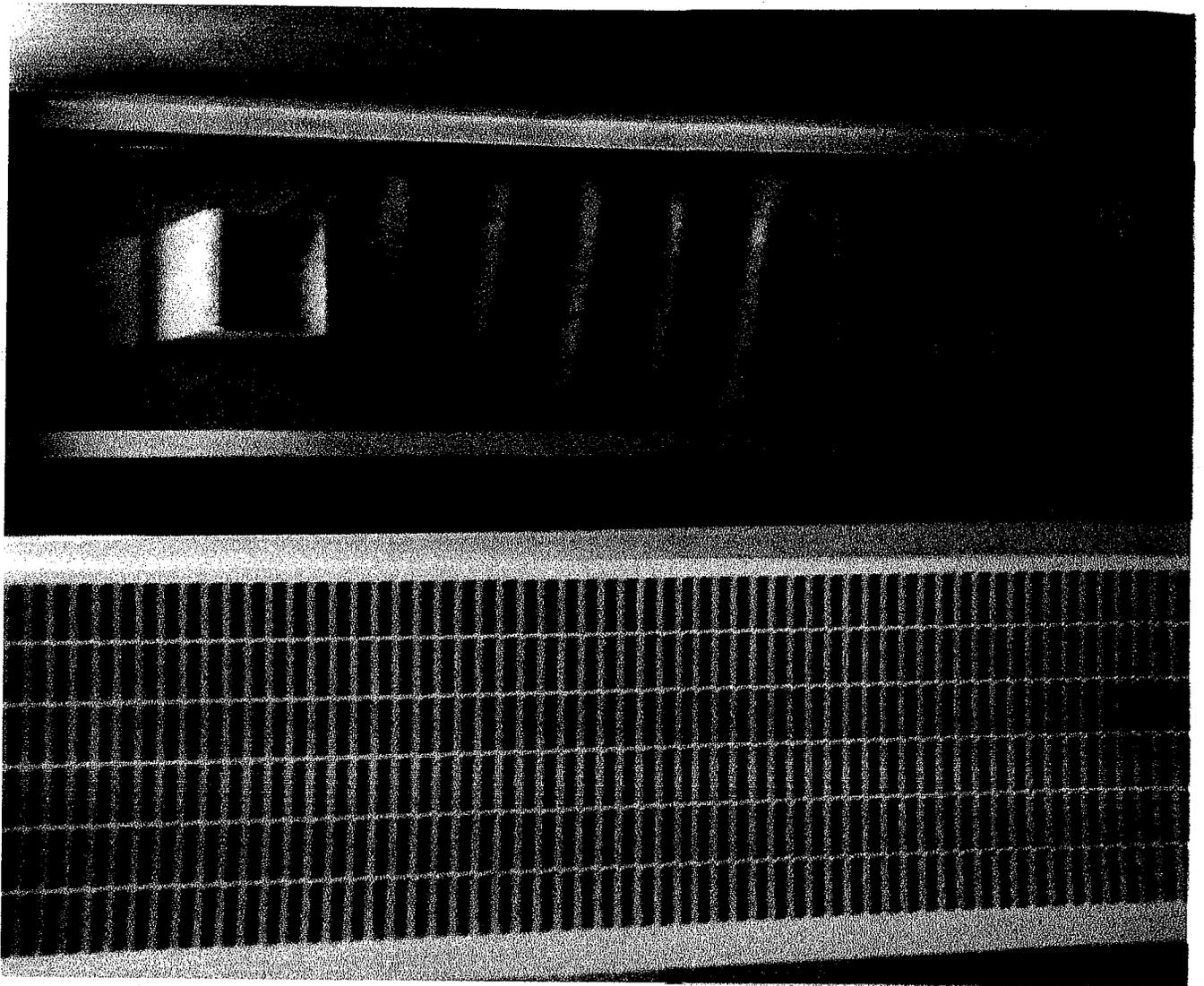




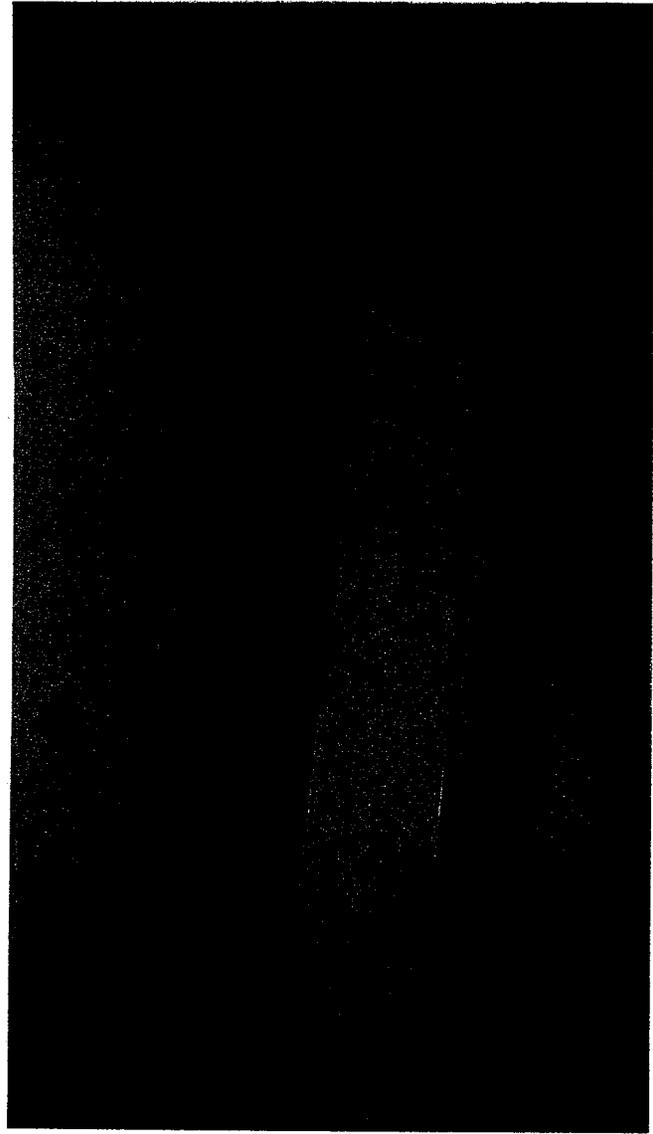


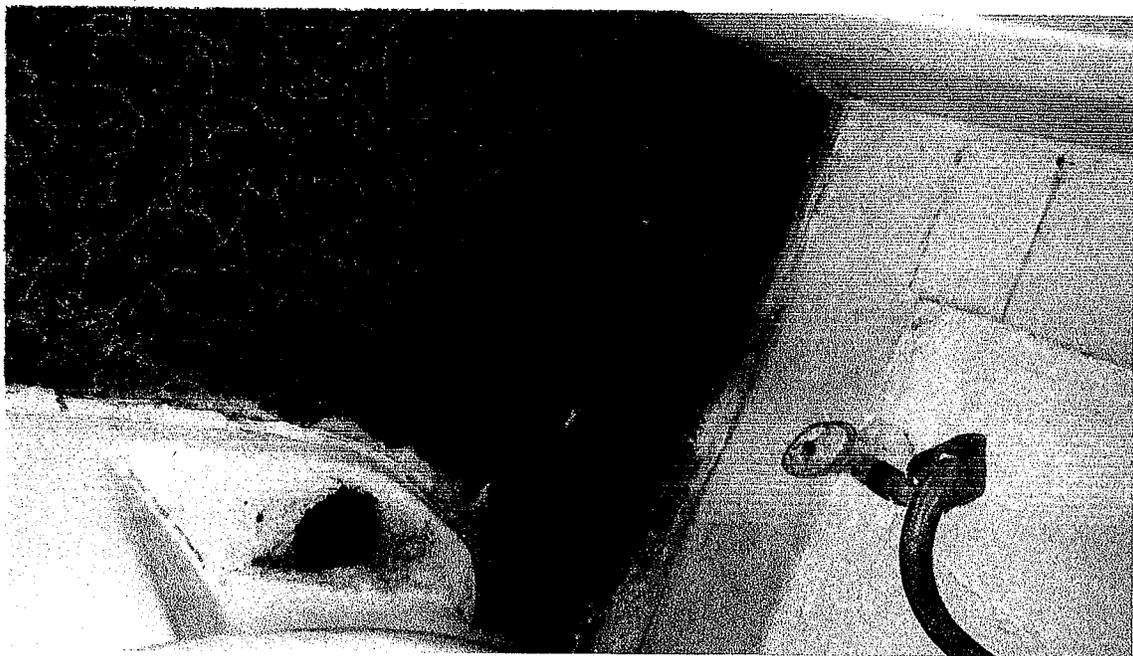
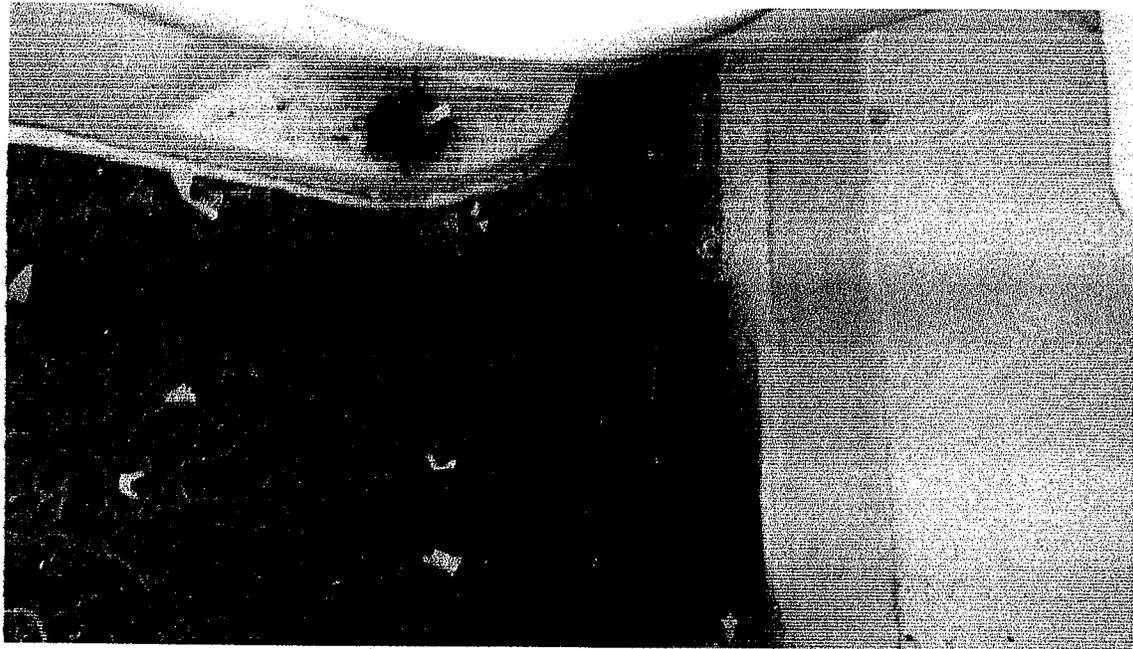


000168



000169





000171

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #1D  
Oakland, CA 94619

510-530 6345

May 14, 2019

Michael and Pat Horesji  
P.O. Box 2883  
Castro Valley, CA 94546

Re: Violation of Implied Warranty of Quiet Enjoyment

Dear Michael and Pat Horesji,

**According to California Civil Code section 1954:** Civil Code Section 1954 limits the right of inspections to when a person is moving out. Otherwise, they aren't allowed in unless there are specific circumstances

**(a)** A landlord may enter the dwelling unit only in the following cases:

- (1) In case of emergency.
- (2) To make necessary or agreed repairs, decorations, alterations or improvements, supply necessary or agreed services, or exhibit the dwelling unit to prospective or actual purchasers, mortgagees, tenants, workers, or contractors or to make an inspection pursuant to subdivision (f) of Section 1950.5.
- (3) When the tenant has abandoned or surrendered the premises.
- (4) Pursuant to court order.
- (5) For the purposes set forth in Chapter 2.5 (commencing with Section 1954.201).
- (6) To comply with the provisions of Article 2.2 (commencing with Section 17973) of Chapter 5 of Part 1.5 of Division 13 of the Health and Safety Code.

**(b)** Except in cases of emergency or when the tenant has abandoned or surrendered the premises, entry may not be made during other than normal business hours unless the tenant consents to an entry during other than normal business hours at the time of entry.

**(c)** The landlord may not abuse the right of access or use it to harass the tenant.

**(d)** (1) Except as provided in subdivision (e), or as provided in paragraph (2) or (3), the landlord shall give the tenant reasonable notice in writing of his or her intent to enter and enter only during normal business hours. The notice shall include the date, approximate time, and purpose of the entry. The notice may be personally delivered to the tenant, left with someone of a suitable age and discretion at the premises, or, left on, near, or under

the usual entry door of the premises in a manner in which a reasonable person would discover the notice. Twenty-four hours shall be presumed to be reasonable notice in absence of evidence to the contrary. The notice may be mailed to the tenant. Mailing of the notice at least six days prior to an intended entry is presumed reasonable notice in the absence of evidence to the contrary.

(2) If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice may be given orally, in person or by telephone, if the landlord or his or her agent has notified the tenant in writing within 120 days of the oral notice that the property is for sale and that the landlord or agent may contact the tenant orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. The notice shall include the date, approximate time, and purpose of the entry. At the time of entry, the landlord or agent shall leave written evidence of the entry inside the unit.

(3) The tenant and the landlord may agree orally to an entry to make agreed repairs or supply agreed services. The agreement shall include the date and approximate time of the entry, which shall be within one week of the agreement. In this case, the landlord is not required to provide the tenant a written notice.

(e) No notice of entry is required under this section:

(1) To respond to an emergency.

(2) If the tenant is present and consents to the entry at the time of entry.

(3) After the tenant has abandoned or surrendered the unit.

*(Amended by Stats. 2018, Ch. 445, Sec. 1. (SB 721) Effective January 1, 2019.)*

State law states that all leases have an implied covenant of quiet enjoyment and the landlord is responsible for upholding this covenant. Interference by the landlord by which the tenant is deprived of the beneficial enjoyment of the premises amounts to a constructive eviction.

Constructive Eviction:

The disturbance, by a landlord, of a tenant's possession of premises that the landlord makes **uninhabitable and unsuitable** for the purposes for which they were leased, causing the tenant to surrender possession.

Constructive eviction arises when a landlord does not actually evict **but does something that renders the premises untenable**. This might occur, for example, where a tenant vacates an apartment because a landlord turns off the heat or water.

The term is also used to mean the breach of a Covenant of Warranty and Quiet Enjoyment of real property, which prevents a purchaser from obtaining possession of property due to the existence of a paramount claim of title.

On the following occasions, you have violated state law through your action or omission that has substantially interfered with my right to use and enjoy the premises for the purposes contemplated by the tenancy.

1. Bath Tub need to be replaced does not function as a bath tub. A shower mat lining the bottom of the bathtub is required so a shower is possible without causing injury to person taking a shower.
2. Electric Range Oven cannot be used because it is not functional it needs to be replaced.
3. The Wall Heater does not function properly it does not come on when you turn it on, needs to be replaced or repaired by a licensed professional repair person.

Michael and Pat Horesiji because you have failed to uphold the covenant of quiet enjoyment and made the premises **uninhabitable and unsuitable** by failing to repair/replace the bathtub, electric range oven and wall heater your request to enter my apartment 3764 39<sup>th</sup> Ave. #D Oakland, CA 94619 is a form of harassment resulting in constructive eviction.

Checking the test detector is not reason enough to enter into my apartment on May 16, 2019 considering the fact the smoke detector was checked September 2019 while the inspector of your choosing checked the smoke detector and the other defects listed and he informed you and your insurance of the needed repairs. The necessary or agreed services are listed on the stipulated agreement signed by you, your attorney, tenants Satchidananda Mims, and Akenduca Beasley on August 2016. As of today you have not satisfied your end of the 30 day agreement.

Please provide me with the repair plan including the time and dates you plan to have work done on the apartment. Please also include the name of the contractor you have hired for this purpose, and evidence of any permits pulled to make the repairs required. Without these, it would appear you are simply trying to further harass and intimidate me, and I am not interested in continuing your unprofessional and unproductive game playing with the purpose of getting me frustrated and bothered.

I hope that you can handle your property and the needed repairs in a professional and reasonable manner by providing the above information to me. If you provide me with this information, and it is legitimate, I will agree to allow access without any problem. If there is a contractor that indicates I need to move out for any temporary relocation, I expect you to follow the relocation ordinance and provide me with compensation and temporary housing at Extended Stay or like accommodations with a kitchen so I do not have to pay for take out every day.

Regards,



Akenduca Linda Beasley and

Satchidananda Mims

September 26, 2019

Linda Beasley  
Satchidananda Mims  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Letter of Demand re Delinquent increase for Security Deposit  
And Rent and Late charges as follows:

Dear Linda:

1. Past rent delinquencies: Oct 2016 – Sept 2019

Based on our Mutual Settlement Agreement, dated Jan. 3, 2019, signed by you and your son Satchidananda Mims, and the Final Ruling acknowledging the jurisdiction of the Superior Court in all matters pending before the Rent Board as outlined in the Decision rendered regarding RAP Case T18-040, all past rent increases permitted in RAP cases T16-0549, T17-0523 and T18-0480 are now payable and delinquent.

2. Rent increases authorized by RAP

T16-0549	Monthly rent increase to \$882.42 effective Oct. 1, 2016	\$ 353.04
T17-0523	Monthly rent increase to \$968.42 effective Oct. 1, 2017	\$1,385.04
T18-0480	Monthly rent increase to \$1,037.14 effective Oct. 1, 2018	\$2,209.92
	<b>Total Back Rent Owed 2016 – 2019</b>	<b>\$3,948.00</b>

3. Late charges permitted by Rental Agreement

You unsuccessfully argued all past and future rent increases were barred by the Stipulation initiated in the Unlawful Detainer case. The requirement to pay basic CPI increases was clearly described on the RAP Notice to Tenants attached to your Notice of Rent Increase, as well as explained to you by myself. The delinquent late charges per our Rental Agreement is \$50 per month – you have been late for 36 months. **Total Late charges Owed 2016 – 2019** **\$1,800.00**

4. Delinquent Deposit Increase

Deposit per 30-day Notice issued on Feb. 21, 2019 was effective on April 1, 2019. The Deposit was increased to \$1,300.00 – the law allows deposits equal to 2 months' rent. The rent for your unit was set by the RAP in Case T18-0480 at \$1,037.14 per month effective October 1, 2018. The maximum deposit authorized would be \$2,074.28. Your original Deposit of \$425 was credited by your attorney at the time to money owed for damages on April 25, 2002. **Deposit amount due:** **\$1,300**

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Linda Beasley  
September 26, 2019  
Page | 2

5. Total Demand for Monies due: Oct. 1, 2019, including Oct 2019 rent, and annual increase to \$1,130 is as follows:

Delinquent Rent & Late Charges	\$3,748.00
Delinquent Deposit Increase	1,300.00
Oct. 2019 Rent, or \$1,105.00 without parking	<u>1,130.00</u>
<b>Total Delinquent Monies Owed</b>	<b>\$8,178.00</b>

6. Ability to Pay

Since you received \$50,000 in exchange for the Settlement Agreement, dated Jan. 3, 2019, and the RAP did **not** provide a payment schedule with their Ruling, the **entire amount is now due.**

Attached are records of payments and an accumulation of delinquent rent and late charges from October 2016 to September 2019. Please review. If you are claiming payments not included on the worksheet, please advise and provide proof of payment.

Sincerely,

  
Mike Horejsi, Landlord/Owner

/meh  
Enclosure

000176

NAME Linda Bentley, Sachidananda Mittal PHONE \_\_\_\_\_ NO \_\_\_\_\_  
APT D 3769 35th Ave

IN CASE OF EMERGENCY NOTIFY Rent Received from apt 16 starting Jun 12. Enclosed is a check for PHONE \_\_\_\_\_  
month's rent from your bank account to cover arrears.

EMPLOYED BY not included with contract. Rent due from apt 2014 to PHONE \_\_\_\_\_  
through

LEASE FROM \_\_\_\_\_ TO \_\_\_\_\_ RATE PER MO. \_\_\_\_\_

DATE	NAME	MONTHLY RENTAL CHARGE	PERIOD COVERED		PAYMENT CREDITED TO		RECEIPT NO.	TOTAL AMOUNT RECEIVED	BAL DUE	PREVIOUS BALANCE
			FROM	THRU	Late	Penalty				
1951-16	Check 151 (928) 5 Nov 16	882 <sup>42</sup>			1953 Parking	30 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	-
Nov 16	Check 155 (928) 5 Nov 16	882 <sup>42</sup>			1956 Parking	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	258 <sup>00</sup>
Dec 16	Check 156 (928) 5 Nov 16	882 <sup>42</sup>			1956 Parking	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	338 <sup>00</sup>
Jan 17	Check 157 (928) 5 Jan 17	882 <sup>42</sup>			1961 Parking	50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Feb 17	Check 157 (928) 5 Feb 17 Check 157 (928) 5 Feb 17 Check 157 (928) 5 Feb 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Mar 17	Check 160 (928) 5 Mar 17 Check 160 (928) 5 Mar 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Apr 17	Check 161 (928) 5 Apr 17 Check 161 (928) 5 Apr 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
May 17	Check 162 (928) 5 May 17 Check 162 (928) 5 May 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Jun 17	Check 163 (928) 5 Jun 17 Check 163 (928) 5 Jun 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Jul 17	Check 165 (928) 5 Jul 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Aug 17	Check 167 (928) 5 Aug 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Sep 17	Check 168 (928) 5 Sep 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Oct 17	Check 169 (928) 5 Oct 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Nov 17	Check 170 (928) 5 Nov 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Dec 17	Check 171 (928) 5 Dec 17	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Jan 18	Check 172 (928) 5 Jan 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Feb 18	Check 173 (928) 5 Feb 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Mar 18	Check 174 (928) 5 Mar 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Apr 18	Check 176 (928) 5 Apr 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
May 18	Check 178 (928) 5 May 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Jun 18	Check 179 (928) 5 Jun 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Jul 18	Check 180 (928) 5 Jul 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Aug 18	Check 181 (928) 5 Aug 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Sep 18	Check 182 (928) 5 Sep 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Oct 18	Check 183 (928) 5 Oct 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Nov 18	Check 184 (928) 5 Nov 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>
Dec 18	Check 185 (928) 5 Dec 18	882 <sup>42</sup>				50 <sup>00</sup>	25 <sup>00</sup>	853 <sup>00</sup>	79.42	397 <sup>00</sup>

NAME *Linda Beasley, Satchidananda Mims* PHONE NO.  
*5269 39th Ave Apt D*

IN CASE OF EMERGENCY NOTIFY: PHONE

EMPLOYED BY: PHONE

LEASE FROM TO RATE PER MO.

DATE	NAME	MONTHLY RENTAL CHARGE	PERIOD COVERED		PAYMENT CREDITED TO		RECEIPT NO.	TOTAL AMOUNT RECEIVED	BAL DUE	PREVIOUS BALANCE
			FROM	THRU	Late	Penk				
Dec 18	Check 219	5 Dec 2018	1035 <sup>00</sup>					853	224.11	3670.2
Jan 18	Check 210	5 Jan 2019	1037 <sup>00</sup>					853	224.11	3979.21
Feb 18	Check 211	5 Feb 2019	1037 <sup>00</sup>					853	224.11	4288.56
Mar 18	Check 215	5 Mar 2019	1037 <sup>00</sup>					853	224.11	4642.2
Apr 18	Check 216	5 Apr 2019	1037 <sup>00</sup>					853	224.11	4976.91
May 18	Check 217	5 May 2019	1037 <sup>00</sup>					853	224.11	4810.91
Jun 18	Check 219	5 Jun 2019	1037 <sup>00</sup>					853	224.11	5044.1
Jul 18	Check 185	5 Jul 2019	1037 <sup>00</sup>					853	224.11	5278.2
Aug 18	Check 184	5 Aug 2019	1037 <sup>00</sup>					853	224.11	5512.1
Sep 18	Check 181	4 Sep 2019	1037 <sup>00</sup>					853	224.11	5746.2
<p><i>Does not include delinquent deposit increase of 1300<sup>00</sup></i></p>									1300 <sup>00</sup>	7047 <sup>91</sup>
<p><i>Balance due 1 Oct 2019</i></p>										7047 <sup>91</sup>

# NOTICE TO ENTER DWELLING UNIT

Pursuant to California Civil Code Section 1954, Owner/Agent hereby gives notice to:

Linda Beasley, Satichidananda Misra, and all persons in the  
premises located at: 3764 39th Ave Apt D, Unit # (if applicable) \_\_\_\_\_  
(Street Address)  
Oakland, Ca 94619, CA \_\_\_\_\_  
(City) (Zip)

Owner, Owner's Agent, or Owner's employee(s) will enter said premises on or about 24 Sep 2019 1 PM  
during normal business hours for the reason set forth in the checked item below: (Date/Time)

- 1. To make necessary or agreed repairs
- 2. To do necessary or agreed decorating
- 3. To make necessary or agreed alterations or improvements
- 4. To supply necessary or agreed services
- 5. To exhibit the rental unit to prospective or actual purchasers\*
- 6. To exhibit the rental unit to prospective mortgagees
- 7. To exhibit the rental unit to prospective tenants
- 8. To exhibit the rental unit to workmen or contractors
- 9. Pursuant to Court Order
- 10. To inspect waterbed or liquid-filled furniture
- 11. To test the smoke detector
- 12. To verify Resident has abandoned premises
- 13. To inspect the unit prior to the termination of the tenancy if requested by Resident

*Please complete tenant  
Repair Request (attached.)*

23 Sep 2019  
Date

*[Signature]*  
Owner/Agent

\* If the purpose of the entry is to exhibit the dwelling unit to prospective or actual purchasers, the notice can be given orally, in person, or by telephone if the owner or his or her agent has notified the resident in writing within 120 days of the oral notice that the property is for sale and that the owner or agent may contact the Resident orally for the purpose described above. Twenty-four hours is presumed reasonable notice in the absence of evidence to the contrary. At the time of entry, the owner or agent is required to leave written evidence of the entry inside the unit.

## Proof of Service To be filled out by Server AFTER service on Resident is complete

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the \_\_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), in \_\_\_\_\_ (city), California, on the above mentioned Resident in possession in the manner indicated below.

- BY DELIVERING** the notice personally to the Resident or to someone of suitable age and discretion at the premises at least 24 hours prior to the intended entry, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY LEAVING** a copy of the notice at, near, or under the usual entry door of the premises at least 24 hours prior to the intended entry in a manner in which a reasonable person would discover the notice, or at least 48 hours prior to entry in the case of an initial inspection prior to terminating the tenancy as required by Civil Code Section 1950.5(f)
- BY MAILING** a copy of the notice addressed to the Resident at least 6 days prior to intended entry.

I declare under penalty of perjury that the foregoing is true and correct and if called as a witness to testify thereto, I could do so competently.

\_\_\_\_\_  
(Signature of Declarant)



December 10, 2019

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Parking Spot Privileges; Delinquent Rent

Dear Linda:

As you are aware, your rent is delinquent. According to the Rental Agreement with modified changes, I no longer wish to provide parking for you when the fees are not paid [as previously advised].

Your former parking spot has been reassigned to another tenant commencing Dec. 6, 2019.

On that date [12/6/19], you apparently berated the tenant for parking in their newly assigned parking spot. Please be advised that you have no authority to harass whomever I assign to that parking spot in the future. Please cease and desist from this type of behavior.

On Monday, December 9, 2019, another tenant had their car maliciously spray painted on the side [photo enclosed]; some tenants are speculating of a relationship between the two events – I hope this is not the case.

Again, please refrain from harassing other tenants in the building.

Sincerely,



Mike Horejsi, Landlord/Owner

/meh  
Enclosure

000180

October 12, 2019

Linda Beasley  
Satchidananda Mims  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Your letter dated Oct. 4, 2019

Dear Linda:

The purpose of the Letter of Demand was to give you an opportunity to present your own accounting of rent you paid that may not have showed up in my ledger. Since none was provided, I can only assume that my figures are correct.

Concerning your rent receipts, you were periodically given summaries of the rent you paid. Upon the Dismissal of your arguments in Case T16-0549 and T17-0523, the rent increases received a final verification and can now be established as accounted for on my ledger. Perhaps your son could do the math for you. The RAP Decisions provided you an increase monthly from Oct. 1, 2016 through Sept. 30, 2019. You failed to pay for any of the increases. Para 2 of my Demand identifies those amounts for each year.

I did make an error on your original Security Deposit. The Security Deposit was \$400 rather than \$425. The Security Deposit increase is legal and pertains to future damages to the unit. At that time, you were being represented by Mr. Murco and suggested all communication be with him (April 25, 2002).

The Settlement Agreement you entered into in January 2019 was a **waiver of all claims** you could have had for whatever reason, imaginary or not, **in exchange for money**. So yes, you can waive your claims and you did.

Your argument that I created a constructive eviction is nonsense. The evidence shows that you have resisted every effort to refurbish your apartment.

The Unlawful Detainer was dismissed with prejudice, after I testified that you paid the amount due and your son testified that all repairs were made. When a case is dismissed with prejudice, it means **it is over and you cannot relitigate** the case – as you are continually attempting to do. The Judge in the Unlawful Detainer case **rejected** any of your claims regarding past or future rent increases being prohibited.

Your rent increase as of Oct. 1, 2019, is \$1105.00, without parking, of which you have **not** paid. Your rent was increased to \$1037.14 as of Oct. 1, 2018. You should request assistance from counselors at the RAP to interpret the recent Rulings provided.

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Linda Beasley  
October 12, 2019  
Page | 2

In Case T18-0480, the Hearing Officer added the rent increases provided in T16-0549 and T17-0523 to reach the total monthly rent amount of \$1037.14 effective Oct. 1, 2018. Again, you should seek counseling from the RAP regarding this matter.

If all monies owed are not paid within the next ten (10) days, I will initiate the appropriate legal action to recover the delinquent rent, late charges and increased security deposit.

Your anticipated cooperation in resolving this matter is appreciated.

Sincerely,

  
Mike Horejsi, Landlord/Owner

/meh

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**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530-6345

October 4, 2019

Michael E. Horejsi  
P.O. Box 2883  
Oakland, CA 94619

Re: Letter of Demand regarding Delinquent increase for Security Deposit and Rent and Late charges as follows

Dear Michael and Patricia Horesji,

The letter received from you dated September 26, 2019 is a letter of extortion, harassment and ambiguity. This is a written response to the letter received from you, on September 26, 2019 demanding total delinquent monies owed \$8,178.00 for October 2019 rent.

The total of monies owed you listed does not total to \$ 8,178.00. I all ways request a rent receipt from you, when I pay my rent monthly to eliminate the confusion of money amounts owed to you monthly. Consequently you refuse to give me rent receipts and confusion is consistently present. According to your calculation totals delinquent rent and late charges total \$3,748.00, delinquent rent deposit increase total \$1,300.00.

You stated deposit amount due is \$1300.00 because, "Your original deposit of \$425.00 was credited by your attorney at the time to money owed for damages on April 25, 2002. Deposit amount due: \$1300.00. My attorney of 2002 is dead now and he did not credit my \$425.00 deposit toward damages I made in 1987. I did not make any damages in 1987 that I had to pay for April 25, 2000. The security deposit made to you July 1982 was not \$425.00. I do not owe you \$1300.00 deposit for the uninhabitable apartment I live in, this day October 4, 2019. An uninhabitable dwelling pursuant to CC § 1941.1 violates the landlord's duty to render and maintain a residential building "fit" for residential occupation (CC § 1941. According to you, Mike Horesji October 2019 rent is \$1130.00 without parking.

The case no.RG17868342 was settled January 2019. The case was settled for the uninhabitable living space at 3764 39<sup>th</sup> Ave #D Oakland, CA 94619 and the falsely claimed charges of lack of payment in rent for one year you claimed against us. Akenduca Beasley and Satchidananda Mims.

The living space at 3764 39<sup>th</sup> Ave #D Oakland, CA 94619 is still uninhabitable and because of the lack of the inhabitable living space it cannot be exempted, you are still responsible for the uninhabitable living space; because you have chosen not to

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## AKENDUCA BEASLEY

repair the apartment. Consequently, you have created a situation of constructive eviction and harassment for not making repairs.

Consequently we, Michael and Pat Horesji, Akenduca Beasley aka Linda Beasley and Satchidananda Mims have been in litigation effective June 2016 ended January 2019. A Court stipulation was created and agreed that, "This court accepts this stipulation for filing and accepts the parties' request to retain jurisdiction pursuant to CCP section 644.6". The stipulation agreement was made on August 15, 2016. We appeared for the Compliance Hearing on September 10, 2018 at 9:15am Department 11 before Superior Court Judge Kimberly E. Colwell she dismissed the case with prejudice because you did not provide the services of repairing the

1. Bathtub
2. Bathroom mold and mildew
3. Hood above the stove
4. Defective stove
5. Heater

within 30 days to tenants Akenduca Beasley and Satchidananda Mims that you agreed and you signed to complete the repairs.

Unfortunately three years has passed and as of to date, the services requested for repair or replacement still have not been made to the apartment 3764 39<sup>th</sup> Ave. #D Oakland, CA therefore the apartment is uninhabitable. Again, I request that you repair the: bathtub and bathroom sink, bathroom mold and or mildew, defective stove and the defective heater.

Unfortunately, for you, Mike Horesji and RAP Representative, Stephen Kasdin do not accept or maybe you two do not understand that you did not have authority to raise the rent during the time period August 15, 2016 through September 10, 2018 because the court had jurisdiction over the rent stated in court case RG16-821622 therefore, banked rent was not in effect. The court initiated a lease/rent agreement that you signed on August 15, 2016 in the Stipulation.

The Stipulation stated in pertinent part, all rents prior to 2016 are waived. You are not and were not entitled to any rent increase effective August 15, 2016 through September 10, 2018 because the Superior Court had jurisdiction over 3764 39<sup>th</sup> Ave. Apt. D Oakland, CA 94619.

The RAP stated the rent increase for October 2018 is \$1037.15. I was not informed of any other dollar amount from RAP as of today. Attached is a check for 1037.15.

Regards,



Akenduca Beasley

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530-6345

November 4, 2019

Michael E. Horejsi  
P.O. Box 2883  
Oakland, CA 94619

Re: Letter of Demand regarding Delinquent increase for Security Deposit and Rent  
and Late charges as follows

Dear Michael and Patricia Horesji,

The letter received from you dated October 12, 2019 is a letter of extortion, harassment and ambiguity. This is a written response to the letter received from you, on September 26, 2019 demanding total delinquent monies owed \$8,178.00 for October 2019 rent.

The total of monies owed you listed does not total to \$ 8,178.00. I all ways request a rent receipt from you, when I pay my rent monthly rent to eliminate the confusion of money amounts owed to you monthly. Consequently you refuse to give me rent receipts and confusion is consistently present. According to your calculation totals delinquent rent and late charges total \$3,748.00, delinquent rent deposit increase total \$1,300.00.

I do not owe you \$1300.00 deposit for the uninhabitable apartment I live in, this day November 4, 2019. An uninhabitable dwelling pursuant to CC § 1941.1 violates the landlord's duty to render and maintain a residential building "fit" for residential occupation (CC § 1941. According to you, Mike Horesji October 2019 rent is \$1130.00 without parking.

The case no.RG17868342 was settled January 2019. The case was settled for the uninhabitable living space at 3764 39<sup>th</sup> Ave #D Oakland, CA 94619 and the falsely claimed charges of lack of payment in rent for one year you claimed against us, Akenduca Beasley and Satchidananda Mims.

The living space at 3764 39<sup>th</sup> Ave #D Oakland, CA 94619 is still uninhabitable and because of the lack of the inhabitable living space it cannot be exempted, you are still responsible for the uninhabitable living space; because you have chosen not to repair the apartment. Consequently, you have created a situation of constructive eviction and harassment for not making repairs.

Consequently we, Michael and Pat Horesji, Akenduca Beasley aka Linda Beasley and Satchidananda Mims have been in litigation effective June 2016 ended January 2019. A

000185

## AKENDUCA BEASLEY

Court stipulation was created and agreed that, "This court accepts this stipulation for filing and accepts the parties' request to retain jurisdiction pursuant to CCP section 644.6". The stipulation agreement was made on August 15, 2016. We appeared for the

Compliance Hearing on September 10, 2018 at 9:15am Department 11 before Superior Court Judge Kimberly E. Colwell she dismissed the case with prejudice because you did not provide the services of repairing the

1. Bathtub
2. Bathroom mold and mildew
3. Hood above the stove
4. Defective stove
5. Heater

within 30 days to tenants Akenduca Beasley and Satchidananda Mims that you agreed and you signed to complete the repairs.

Unfortunately three years has passed and as of to date, the services requested for repair or replacement still have not been made to the apartment 3764 39<sup>th</sup> Ave. #D Oakland, CA therefore the apartment is uninhabitable. Again, I request that you repair the: bathtub and bathroom sink, bathroom mold and or mildew, defective stove and the defective heater.

Unfortunately, for you, Mike Horesji and RAP Representative, Stephen Kasdin do not accept that you did not have authority to raise the rent during the time period August 15, 2016 through September 10, 2018 because the court had jurisdiction over the rent stated in court case RG16-821622 therefore, banked rent was not in effect. The court initiated a lease/rent agreement that you signed on August 15, 2016 in the Stipulation. This stated in pertinent part, all rents prior to 2016 were waived.

The RAP stated the rent increase for October 2018 is \$1037.15. I was not informed of any other dollar amount from RAP as of today. Attached is a check for 1037.15.

Regards,



Akenduca Beasley

**AKENDUCA BEASLEY**

3764 39<sup>th</sup> Avenue #D  
Oakland, CA 94619

510-530-6345

December 4, 2019

Michael E. Horesji  
P.O. Box 2883  
Oakland, CA 94619

Re: Letter of Demand Regarding Delinquent Increase for Security Deposit, Rent and  
Late charges

Dear Michael and Patricia Horesji,

The letter received from you dated September 26, 2019 is a letter of extortion, harassment and ambiguity. You demanded a total of delinquent monies owed \$8,178.00 for October 2019 rent. There are no delinquent monies owed regarding my rent payments. My rent balance should be zero effective November 30, 2019 my account with you should be up to date.

I always request a rent receipt from you, when I pay my rent monthly to eliminate the confusion of money amounts owed to you monthly. Consequently, you refuse to give me rent receipts and confusion is consistently present. According to your calculation totals delinquent rent and late charges total \$3,748.00, delinquent rent deposit increase total \$1,300.00.

You stated rent deposit amount due is \$1300.00 because, "Your original deposit of \$425.00 was credited by your attorney at the time to money owed for damages on April 25, 2002. Deposit amount due: \$1300.00. My attorney of 2002 is dead now and he did not credit my \$425.00 deposit toward damages I made in 1987 because I did not make any damages in 1987 that I had to pay for April 25, 2000. Deposit calculation totals owed are calculated at the time a tenant signs a contract to take occupancy and at the time a tenant (Akenduca) moves out from your apartment D.

I did not make any damages in 1987 that I had to pay for April 25, 2000. The security deposit made to you July 1982 was not \$425.00 it was \$400.00. I do not owe you \$1300.00 deposit declared for the uninhabitable apartment I live in, this day December 4, 2019. An uninhabitable dwelling pursuant to CC § 1941.1 violates the landlord's duty to render and maintain a residential building "fit" for residential occupation (CC § 1941. According to you, Mike Horesji October 2019 rent is \$1130.00 without parking. Rent payment includes parking.

The case **Beasley v Horesji no.RG17868342** was settled January 2019. The case was settled for the uninhabitable living space at 3764 39<sup>th</sup> Ave #D Oakland, CA 94619

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## AKENDUCA BEASLEY

and the falsely claimed charges of lack of payment in rent for one year you claimed against us, Akenduca Beasley and Satchidananda Mims.

The living space at 3764 39<sup>th</sup> Avenue Apt. D Oakland, CA 94619 is still uninhabitable and because of the lack of the inhabitable living space inhabitable cannot be exempted, you are still responsible for the uninhabitable living space, because you have chosen not to repair the apartment. Consequently, you have created an environment of constructive eviction and harassment for not making repairs and blocking my parking space with a boat/jet ski trailer effective October 10 2019. Currently I am parking on the city of Oakland streets and my automobile has been damaged. I received a parking ticket for parking too close to the fire hydrant. Unfortunately the ticket states that Mike complained about my parking.

Consequently we all, Michael and Pat Horesji, Akenduca Linda Beasley and Satchidananda Mims had been in litigation effective June 2016 ended January 2019. The Court Stipulation was created and we all agreed that, "This court accepts this stipulation for filing and accepts the parties request to retain jurisdiction pursuant to CCP section 644.6". The stipulation agreement was made on August 15, 2016.

We appeared at the Compliance Hearing on September 10, 2018 at 9:15am Department 11 before Superior Court Judge Kimberly E. Colwell. **Horesji v Beasley case no. RG16-821622**, she dismissed the case with prejudice because you did not provide the needed services of repair within 30 days to tenants Akenduca Beasley and Satchidananda Mims that you agreed and you signed to complete the repairs.

The stipulation agreement was made on August 15, 2016 and you breached the contract because you failed to do what you agreed you would do: 1. Repair Bathtub, 2. Bathroom mold and mildew, 3. Repair the hood above the stove, 4. Repair Defective stove, 5. Repair Heater.

Unfortunately three years has passed and as of to date, the services requested for repair or replacement still have not been completed to the apartment 3764 39<sup>th</sup> Ave. #D Oakland, CA therefore, the apartment is still uninhabitable. Again, I request that you repair the bathtub and bathroom sink, bathroom mold and or mildew, defective stove and the defective heater.

Unfortunately, for you and RAP Representative, Stephen Kasdin does not accept or maybe you two do not understand that you did not have authority to raise the rent. RAP had no authority to sanction a rent increase during the time period you requested rent increases August 15, 2016 through September 10, 2018 because the court had jurisdiction over the rent stated in court case court stipulation **Horesji v Beasley case no. RG16-821622** which means banked rent was not in effect during that time period. The court initiated a lease/rent agreement that you signed on August 15, 2016 in the Stipulation.

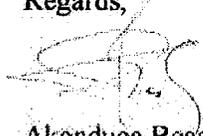
AKENDUCA BEASLEY

The Stipulation stated in pertinent part, all rents prior to 2016 are waived. You are not and were not entitled to any rent increases effective August 15, 2016 through September 10, 2018 because the Superior Court of the State of California, Alameda County Superior Court had jurisdiction over 3764 39<sup>th</sup> Ave. Apt. D Oakland, CA 94619.

The three cases filed in the RAP declaring request for rent increases during the period August 15, 2016 through September 10, 2018 are not valid and are now in the Superior Court of the State of California, Alameda County Superior Court as a Writ of Mandate or Appeal **Beasley v Housing & Community Development Department Rent Adjustment Program, RAP T18-0480 & T17-0523 & T16-0549** case number RG19042040.

The RAP stated the rent increase for October 2018 is \$1037.15. I have not been informed of any other dollar amount from RAP as of today. Attached is a check for \$1037.15.

Regards,



Akenduca Beasley

AKENDUCA BEASLEY  
SATCHIDANANDA MIMS  
P.O. BOX 19304  
OAKLAND, CA 94619-0304

188  
90-7526/3211  
720

October 4, 2019  
Date

Pay to the Order of Mike Hovari \$ 1037.15

One thousand thirty seven and 15/100 Dollars

**Golden1** golden1.com  
Credit Union

For Need rent receipt for 10/2019

⑆321175261⑆

510 0188

Received check # 188 for \$ 1037.15 on 4 October 2019.

You have ignored the Rent increase for Oct 2019.

The Rent as previously stated was set at \$ 1130<sup>00</sup> minus \$ 25<sup>00</sup> for parking. You are no longer authorized to park on the property. The CPI increase for Oct 2019 is \$ 36.29 as stated on your 30 day notice of Rent increase.

Past Delinquent Rent and Late Charges per recent RAP Meeting.

1 Oct 2016 - 30 Sep 2018 \$ 5748<sup>00</sup>

Deposit increase \$ 1300<sup>00</sup>

7048<sup>00</sup>

Accounted in my  
Grant door  
10/7/2019

000190

October 12, 2019

Linda Beasley  
3764 39<sup>th</sup> Ave., #D  
Oakland, CA 94619

Re: Annual Maintenance Review conducted on Sept. 25, 2019

Dear Linda:

In early August 2019 you were offered an opportunity to relocate to Apt. B, 3764 39<sup>th</sup> Avenue. This apartment was directly below your apartment. It was exactly the same floor plan of your unit. It differed in that you had a rear door on the second level. The apartment below had a nice sized fenced patio with a sliding door. You would have been allowed to pay the same rent you are obligated to pay in your current unit. The apartment was completely renovated and was in beautiful condition. You declined to accept the offer.

As I explained to you before, the work required in your apartment cannot be accomplished with you or your belongings in the apartment. The bathroom, due to previous water damage, will require a major remodel. Water damage extends into the bedroom floors. You seem to think this can be done with you living in the apartment – it cannot. Also, I have little faith, due to your previous actions, that you would allow the work to be done while you occupied the apartment, or provide the cooperation necessary to accomplish the work.

As a result of not accepting the relocation offer, it was necessary to reschedule a maintenance review of your unit. According to my records, the last time you allowed me into the unit was in September 2017. You did request, in December 2018, that a tub faucet leak needed repair. This was accomplished and you were quite clear that you did not want anything else done in the unit.

You were provided with a 24 hr. Notice to Enter scheduled for Sept. 24, 2019, at 1 pm. You requested entry be rescheduled for your convenience to Sept. 25, 2019, at 1:30 pm. The visit was conducted at that time.

Despite the fact that on numerous occasions you have alleged various issues in various proceedings, you have failed to complete the maintenance request identifying your concerns. As usual, you were only going to allow a leaky faucet in the kitchen be repaired and no other maintenance to be performed. After some hostile discussions, you allowed me to conduct the maintenance review. While conducting the review, you would not allow any review of your bedroom where you remained until I left.

Maintenance Performed.

A. Kitchen:

1. Refrigerator. The light bulb was replaced; otherwise, operational.

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2. Disposal. In good working condition.
3. Kitchen Sink. Leaking hot water valve replaced. **Turn Off Valve faulty – THIS COULD CAUSE FLOODING IF LINE WERE TO BREAK. WILL SCHEDULE REPAIRS AT A LATER TIME.**
4. Electrical Outlets. Checked – functioning properly.
5. Range. Too much grease and material stored on and around range to properly test. Large burner on right front was inoperative - either grease fouled or oven control is inoperative as no power was reaching burner. **WILL NEED TO SECURE NEW BURNER CONTROL AND REPAIR AT LATER DATE.**
6. Windows, screens and hardware in good condition.
7. Additional cleaning required.
8. Kitchen counter tile damaged.
- B. Dining area:
  1. Windows, screens – intact.
  2. Too many items/material stored against electrical outlets to inspect.
- C. Livingroom:
  1. Replaced batteries in Carbon Monoxide detector.
  2. Replaced battery in Smoke detector.
  3. Heater. Pilot light was not lit. Pilot light was adjusted. Heater worked normally. **Tenant was advised if they did not want to use the heater to heat the apartment, the gas would be turned off at their request.**
  4. One electrical outlet was replaced in the wall next to front door. The polarity was incorrect. The first outlet replaced was faulty and it was replaced later in the day and functioned properly.
  5. Windows, screens and mechanisms were in good shape.
- D. Hall:
  1. Smoke detector was checked: 10 yr battery and operation was proper.

Linda Beasley  
October 12, 2019  
Page | 3

E. Small bedroom:

1. Used as a storage room. **Too much clutter to check several of the outlets.** The circuit appeared to test properly.
2. Smoke detector battery was changed.
3. Closet doors worked as designed.
4. Windows and screens were intact.

F. Bathroom:

1. Tub was in same condition as previous inspection – damage **not** due to normal wear and tear.
2. In order to prevent leakage into the downstairs apartment, the tub and toilet need re-caulking. **YOU WILL BE NOTIFIED WHEN I HAVE TIME TO ACCOMPLISH THIS TASK – IN THE NEAR FUTURE.**
3. Bathroom door water damage.
4. Area outside bathroom window – water damage.

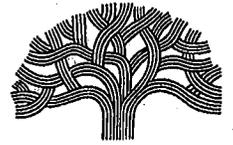
Thank you for your cooperation.

Sincerely,

  
Mike Horejsi, Landlord/Owner

/meh

000193



Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T19-0415, Beasley v. Horejsi

**PROPERTY ADDRESS:** 3764 39<sup>th</sup> Avenue, Unit D  
Oakland, CA

**PARTIES:** Linda Beasley, Tenant  
Satchidananda Mims, Tenant  
Michael E. Horejsi, Owner

## **SUMMARY OF DECISION**

The Tenant's petition is denied.

## **INTRODUCTION**

**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, without a hearing, is being issued.

## **BACKGROUND**

On August 29, 2019, the tenant filed the petition herein. The petition alleged that the notice of rent increase dated June 13, 2019, increasing the rent from \$1037.14 to \$1,130.00, violated the Oakland Rent Adjustment Ordinance and that the owner was providing fewer housing services than she previously received. The tenant's petition failed to state that the tenant was current on her rent, as required. Tenant's petition acknowledges prior filings between the parties, specifically T18-0480.

On November 19, 2019, the owner filed a timely response. The Exhibits attached to the response indicate that the tenants filed an action in the Alameda County Superior Court on July 14, 2017, alleging damages in connection with the subject unit. Also attached was a document entitled Mutual Settlement and Release (Release), executed by the parties on January 3, 2019. The Release includes an express waive of California Civil Code Section 1542.

## **RATIONALE FOR ADMINISTRATIVE DECISION**

### **Rent**

The Regulations state: "A Tenant petition . . . is not considered filed until the following has been submitted: (a) Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent."<sup>1</sup>

The tenant stated that she was current on her rent. However, she provided no evidence thereof.

### **Settlement Agreement**

The tenants herein filed a lawsuit against the owner, alleging that they suffered damages as a result of the owner's breach of the implied warranty of habitability. As a result of the lawsuit, the parties resolved this matter and executed the Mutual Settlement and Release (Release), on January 3, 2019. The inclusion of the express waiver of California Civil Code Section 1542 prohibits additional claims, such as the one listed in the petition herein. Furthermore, Section 5.11 of the Release indicates that jurisdiction over the agreement lies with the Court. Therefore, the Superior Court has assumed jurisdiction over the parties, and therefore the Rent Adjustment Program is without jurisdiction to proceed on the merits absent a determination that this matter has not been waived.

## **ORDER**

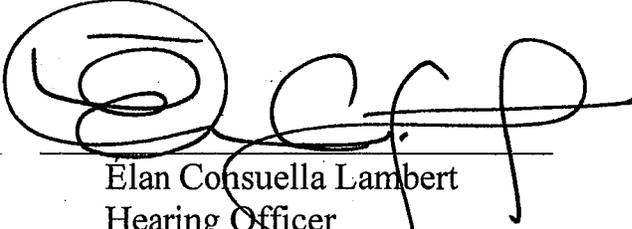
1. Petition T19-0415 is dismissed.
2. The Hearing scheduled for March 11, 2020, is canceled.

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<sup>1</sup> Regulations, Section 8.22.090(B)(1)

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

Dated: March 4, 2020



Elan Consuella Lambert  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T19-0415**

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**

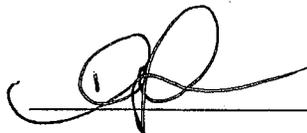
Michael E. Horejsi  
P.O. Box 2883  
Castro Valley, CA 94546

**Tenant**

Akenduca D. & Linda J. Beasley  
3764 39th Avenue Unit D  
Oakland, CA 94619

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 05, 2020** in Oakland, CA.



---

Raven Smith

Oakland Rent Adjustment Program



250 FRANK OGAWA PLAZA, OAKLAND, CA 94612  
OAKLAND

CITY OF

Housing and Community Development Department  
3721  
Rent Adjustment Program

TEL (510) 238-

FAX (510) 238-6181  
CA RELAY 711

## **HEARING DECISION**

**CASE NUMBER:** T18-0480, Beasley v. Horesji  
**PROPERTY ADDRESS:** 3764 - 39<sup>th</sup> Ave., #D, Oakland, CA  
**DATE OF HEARING:** March 28, 2019  
**DATE OF DECISION:** April 29, 2019  
**APPEARANCES:** A. Beasley (Tenant)  
Satchidananda Mims (Tenant)  
Michael E. Horejsi (Owner)

## **SUMMARY OF DECISION**

The tenants' petition is denied.

## **CONTENTIONS OF THE PARTIES**

Tenant Beasley filed a petition on September 4, 2018, which alleges that a proposed rent increase from \$968.42 to \$1,037.14 per month, effective October 1, 2018, exceeds the CPI Adjustment and is unjustified or is greater than 10%; that the CPI or banked rent increase that she was given was calculated incorrectly; that the rent increase notice was not given to her in compliance with State law; that at present, there exists a health, safety, fire, or building code violation in her unit; and that her housing services have been decreased because of the following problems: heater; bathtub; range; electrical wiring and power surges; and refrigerator light not functioning.

The owners filed a response to the petition, which alleges that the proposed rent increase is justified by Banking, and denies that the tenant's housing services have been decreased.

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## THE ISSUES

- (1) What is the tenant's current rent?
- (2) What is the amount of the rent increase that the tenant is contesting?
- (3) Is a rent increase based upon Banking justified and, if so in what amount?
- (4) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

## EVIDENCE

The Contested Rent Increase: At the Hearing, the parties agreed to the contents of a rent increase notice dated July 6, 2018, which stated an increase from \$942.86 to \$1,037.14, effective October 1, 2018.<sup>1</sup>

Rent History: The parties agreed that the tenant's rent on October 1, 2007 was \$853 per month.

### Decreased Housing Services:

The owner submitted a copy of a Complaint for Damages in Alameda County Case No. RG17868344, Beasley and Mims v. Michael E. Horejsi, et al, dated July 14, 2017, regarding the subject rental unit.<sup>2</sup> This Complaint states, in Paragraph 45, "Plaintiffs suffered . . . injuries due to the dangerous condition of the Subject Premises which include . . . defective heater, no heat, defective stove . . . inadequate electrical wiring."

The owner also submitted a document entitled "Mutual Settlement Agreement and Release" signed by the parties on January 3, 2019.<sup>3</sup> This document refers to litigation involving the subject rental unit.

This document states, in part, that it is "the intent of the Parties to this Agreement that, in exchange for the settlement payment set forth below, that Plaintiffs and Defendants shall release each other from all claims which they brought or may have been brought in the Action [lawsuit referenced above] . . . which allegedly arise from the Action or Plaintiffs' tenancy. . . This Action has been settled for the total amount of FIFTY THOUSAND DOLLARS and NO CENTS (\$50,000.00) to Plaintiffs."

This document further states: "This Settlement Agreement and Release is exempt from the confidentiality provisions of California Evidence Code section 1119, et seq."

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<sup>1</sup> Exhibit No. 1, which was admitted into evidence without objection.

<sup>2</sup> Exhibit Nos. 2A through 2T. The tenant objected to the admission of this Exhibit into evidence on the ground of relevance. The objection was overruled, and the document was admitted into evidence.

<sup>3</sup> Exhibit Nos. 3A through 3D. The tenant objected to the admission of this Exhibit into evidence on the ground that to do would violate Evidence Code 1119 (mediation confidentiality) and the tenants' right to privacy. The objection was overruled, and the document was admitted into evidence.

Refrigerator Light: The tenants testified that the bulb inside the refrigerator burned out, and they notified the owner. The owner testified that he came to the tenants' apartment with a replacement light bulb, but the tenants would not allow him access.

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

Banking: An owner is allowed to bank rent increases and use them in subsequent years, subject to certain limitations.<sup>4</sup> The parties agree on the dates and rent amounts entered into the Banking calculations shown on the attached Table. The method of calculation on this Table has been approved by the Board.<sup>5</sup> Therefore, as set forth in this Table, the maximum allowable rent for the tenant's unit is 1,037.15 per month.

Decreased Housing Services: Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>6</sup> and may be corrected by a rent adjustment.<sup>7</sup> The decrease may be either the elimination or reduction of an existing service or a serious violation of the housing or building code which affects the habitability of the tenant's unit.

The tenants filed a lawsuit against the owner alleging that they suffered damages regarding all claims made in this petition except for the refrigerator light bulb. This lawsuit was settled by a payment to the tenants. Both the Rent Adjustment Ordinance and the Code of Civil Procedure provide that rent for a residential unit may be reduced if the owner has breached the implied warranty of habitability. By filing their lawsuit, the Superior Court has assumed jurisdiction over all issues in their petition other than the light bulb, and those claims are denied.

The claim regarding the light bulb is denied for two reasons. First, this was a trivial item that does not affect habitability, and most tenants would have simply bought and installed a new bulb. Secondly, the testimony of the owner that he was willing to replace the bulb was convincing. The tenants have not sustained their burden of proof, and this claim is denied, as well.

### **ORDER**

1. Petition T18-0480 is denied.
2. The rent is \$1,037.14 per month, effective October 1, 2018.
3. Claims of decreased housing services are denied.
4. **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

<sup>4</sup> O.M.C. Section 8.22.070(C); Regulations Appendix, Section 10.5.1

<sup>5</sup> Appeal Decision, Case No. 98-02, et al. Merlo v. Rose Ventures III, et al.

<sup>6</sup> O.M.C. Section 8.22.070(F)

<sup>7</sup> O.M.C. Section 8.22.110(E)

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, 2020

---

Stephen Kasdin  
Hearing Officer  
Rent Adjustment Program

Department of Housing and Community Development  
 Rent Adjustment Program  
<http://rapwp.oaklandnet.com/about/rap/>

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

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

1	Initial move-in date	1-Oct-2007	MUST FILL IN D9, D10, D11 and D14	Case No.:	CHANGE YELLOW CELLS ONLY
2	Effective date of increase	1-Oct-2018		Unit:	
3	Current rent (before increase and without prior cap. improve pass-through)	\$942.86			
4			Prior cap. imp. pass-through		
5	Date calculation begins	1-Oct-2007			
	Base rent when calc. begins	\$853			

**ANNUAL INCREASES TABLE**

Year Ending	Debt Serv. or Fair Return Increase	Housing Serv. Costs Increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
11 10/1/2018				3.4%	\$ 35.90	\$ 1,091.90
10 10/1/2017				2.3%	\$ 23.74	\$ 1,056.00
9 10/1/2016				2.0%	\$ 20.24	\$ 1,032.26
8 10/1/2015				1.7%	\$ 16.92	\$ 1,012.01
7 10/1/2014				1.9%	\$ 18.55	\$ 995.10
6 10/1/2013				2.1%	\$ 20.09	\$ 976.54
5 10/1/2012				3.0%	\$ 27.86	\$ 956.46
4 10/1/2011				2.0%	\$ 18.21	\$ 928.60
3 10/1/2010				2.7%	\$ 23.93	\$ 910.39
2 10/1/2009				0.7%	\$ 6.16	\$ 886.46
1 10/1/2008				3.2%	\$ 27.30	\$ 880.30
0 10/1/2007				-	-	\$853

**Calculation of Limit on Increase**

18	Prior base rent	\$942.86
----	-----------------	----------

19	Banking limit this year (3 x current CPI and not more than 10%)		10.0%
20	Banking available this year	\$	94.29
23	Rent ceiling w/o other new increases	\$	1,037.15

EL/RC

 <b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp <b>RECEIVED</b> APR 10 2020
	<b>APPEAL</b>

<b>Appellant's Name</b> Akenduca Beasley aka Linda Beasley / Satchidananda Mims		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b> 3764 39th Ave Apt D, Oakland CA 94619		
<b>Appellant's Mailing Address (For receipt of notices)</b> PO Box 19304 Oakland CA 94619		<b>Case Number</b> T19-0415 <b>Date of Decision appealed</b> 3/05/2020
<b>Name of Representative (if any)</b> Akenduca Beasley	<b>Representative's Mailing Address (For notices)</b> PO Box 19304, Oakland, CA 94619	

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: 5

**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 March 31, 2020  
 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>	Michael Horejsi
<b>Address</b>	PO Box 2883
<b>City, State Zip</b>	Castro Valley, CA 94546
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	3/31/2020
---	-----------

**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE** **DATE**

For more information phone (510) 238-3721.



1 constitutional right to a fair hearing. Case T19-0415 is not under the Courts jurisdiction. It  
2 appears an error has been made by the Hearing Officer.

3 **LEGAL DISCUSSION**

4 I

5 **Hearing Officer Violated Tenants Rights To Due Process by Not Allowing a Hearing**  
6 **and the Hearing Officer's Ruling is Not Supported By Substantial Evidence**

7  
8 a. Appellant Has a Due Process Right to a Fair Hearing

9 b. Under the 14<sup>th</sup> Amendment to the United States Constitution and Article I, §§ 7 & 15 of  
10 the California Constitution, no person may be deprived of life, liberty, or property  
11 without "due process of law". The words "due process of law" refers to a principal that  
12 "fundamental fairness" must be applied to every party in a civil or criminal proceeding.  
13 *Lassiter v. Department of Social Services* (1981) 452 U.S. 18, 101 S.Ct. 2153, 2158, 68  
14 L.Ed.2d 640, 648; see also, Witkin, *Summary of California Law*, Ninth Edition,  
15 *Constitutional Law* §481

16 The due process requirement of fundamental fairness has been expressly interpreted to  
17 include the right to have a "fair hearing". A fair hearing includes the right to produce evidence  
18 and cross-examine parties. This fundamental element of due process was eloquently summarized  
19 by the California Court of Appeals, Second District, in *Buchman v. Buchman* (1954) 123 Cal.  
20 App. 2d 546, 560.

21 "Judicial absolutism is not part of the American way of life. The odious doctrine that the  
22 end justifies the means does not prevail in our system for the administration of justice. The  
23 power vested in a judge is to hear and determine not to determine without a hearing. When the  
24 Constitution requires a hearing, it requires a fair one, one before a tribunal which meets  
25 established standards of procedure. It is not for nothing that most of the provisions of the Bill of  
26 Rights have to do with matters of procedure. Procedure is the fair, orderly, and deliberate method  
27 by which matters are litigated. To judge in a contested proceeding implies the hearing of evidence  
28 from both sides in open court, a comparison of the merits of the evidence of each side, a  
conclusion from the evidence of where the truth lays, application of the appropriate laws to the  
facts found, and the rendition of a judgment accordingly." (Emphasis Added)

(*Fewel v. Fewel* (1943) 23 C.2d 431, 433; *People v. Lawrence* (1956) 140  
Cal. App. 2d 133, 136-137; *People v. Thompson* (1935) 5 Cal. App. 2d 655, 659-661, see also  
Witkin *Summary of California Law*, Ninth Edition, *Constitutional Law*, §§502-503.)

1 Tenants did not receive a hearing which is unfair. Tenants were denied the ability to  
2 testify or present evidence regarding all claims in violation of their constitutional rights. See  
3 *Kelly v. New West Fed. Sav.* (1996) 49 Cal.App.4th 659, 677. Tenants submitted documents filed  
4 on March 4, 2020 to be used as evidence in support of their claims at the scheduled hearing, in  
5 accordance with Rent Adjustment Program rules at least seven days prior to the hearing. The  
6 documents were not appropriately considered and Tenants were denied the opportunity to testify  
7 under oath to explain documents supporting decreased housing services or any legal right to  
8 withhold rent do to the alleged decreases. It appears the ruling is based on the documents filed in  
9 past Rent Adjust Program cases regarding the parties. As noted in, *Kulu v. Department of*  
10 *General Services*(1994) 22 Cal. App 4th 1627, "While it is commonly stated that our 'power'  
11 begins and ends with a determination that there is substantial evidence . . . this does not mean we  
12 must blindly seize any evidence in support of the respondent in order to affirm the judgment. The  
13 Court of Appeal 'was not created . . . merely to echo the determinations of the trial court. A  
14 decision supported by a mere scintilla of evidence need not be affirmed on review'" (Id. at p  
15 1633, citations omitted )

16  
17  
18  
19 If the hearing officer allowed the hearing to occur on March 11, 2020, Tenants would  
20 have been able to testify and show through the submitted evidence that the landlord refuses to  
21 give receipts for rent payments in violation of Civil Code § 1499, and the ledgers given to  
22 Tenants attempting to justify landlord demands for excessive rent payments, new rent deposits  
23 and late fees is fundamentally flawed. The hearing officer indicated that Tenants did not provide  
24 proof that they are current on their rent. The fact the landlord refuses to give Tenants receipts for  
25 payments, makes it impossible to prove rent is current, without having a hearing and reviewing  
26 evidence. Tenants stated their rent is up to date. Zero late rent money is owed to Landlord, Mike  
27  
28

ATTACHMENT FOR APPEAL 3

000208

1 Horesji. Mike Horesji has been adjusting money amounts paid to him and not giving tenants the  
2 credit for correct money amounts paid to him. Mike Horesji's ledger reveals he makes  
3 adjustments to money amounts paid to him, therefore, he refuses to give a rent receipt for money  
4 he received from tenants; instead Mike Horesji declares his ledger is correct. It appears the  
5 Hearing Officer accepts Mike Horesji's statements of evidence but, did not allow the tenants to  
6 reveal their evidence of truth of zero amount money owed for late rent.  
7

8 Case T19-0415 was filed at Rent Adjustment Program August 29, 2019 is/was not under  
9 the Courts jurisdiction. The Rent Adjustment Program has jurisdiction over rent effective August  
10 29, 2019 case number T19-0415. The settlement completed on January 3, 2019 was a private  
11 lawsuit it had no connections to The Rent Adjustment Program. The settlement made was not  
12 between Beasley vs. Horesji and RAP. It appears an error has been made by the Hearing Officer  
13

14 In addition, in reference to the hearing officer indicating that she was unsure whether or  
15 not Rent Adjustment Program has jurisdiction over the claims in this matter, because of past  
16 cases, which includes mediation settlement agreement referencing CCP § 664.6. By legal  
17 definition, lack of jurisdiction means an absence of power to hear or determine the case due to an  
18 absence of authority over the subject matter or the parties. See [*Lee v. Ji Hae An*, 168 CA4th  
19 558, 563, 85 CR3d 620 (2008)]. Hypothetically, the fact that Tenants made decreased housing  
20 service claims challenging the rent increase and the hearing officer denied claims for lack of  
21 subject matter jurisdiction, the landlord rent increase should be denied for that same reason  
22  
23 According to the agreement parties, shall release each other from all claims which they brought or  
24 may have been brought in the action arising out of any and all claims related to the Incident  
25 including, but not limited to, any claims for contract damages, bodily injury, property damage, or  
26 personal injury.  
27  
28

1 On or about January 3, 2019, the Tenants and Landlord signed a mediated settlement  
2 agreement, to settle court case for uninhabitability claims before the court at that time. The  
3 problems with habitability were not corrected by landlord and any waivers to the implied  
4 warranty of habitability for the rental are against public policy. See *Green v. Superior Court*,  
5 (1974) 10 Cal. 3d 616, 629. Tenants' claims are new and based on their unanswered repeated  
6 repair request made after January 3, 2019.  
7

8 Therefore, overall hearing officer did not follow applicable law, didn't allow tenants to  
9 testify or submit evidence, and violated Tenants' rights to due process by not providing a  
10 hearing, which is unfair.

11 Based on legal theory of "reversible error per se" the present judgment must be reversed;  
12 the denial of a party's right to testify or present evidence (*Kelly v. New West Fed. Serv.* (1996) 49  
13 Cal App.4th 659, 677. The fact that the Tenant's didn't receive a fair hearing violates due  
14 process laws. Anything other than reversal would debase the integrity of the appellate process.

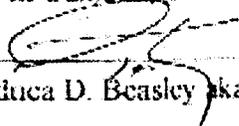
15 There are substantive grounds for reversal here. (1) Hearing Officer violated tenants'  
16 rights to due process by not providing a hearing. (2) Ruling not supported by substantial  
17 evidence.  
18

19 **CONCLUSION**

20 Based on the foregoing, Petitioner(s) request that the Rent Adjustment Board grant  
21 appeal and reverse hearing officer decisions.  
22  
23  
24  
25  
26  
27  
28

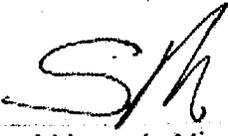
1 VERIFICATION

2 I, Akenduca D. Beasley a Petitioner / Tenant in this proceeding I have read the foregoing  
3 Petition and know the contents thereof. The same is true of my own knowledge, except as to  
4 those matters that are therein stated on information and belief, and, as to those matters, I believe  
5 it to be true. I declare under penalty of perjury under the laws of the State of California that the  
6 above is true and correct. Executed on March 31, 2020 in Oakland, CA

7   
8 Akenduca D. Beasley aka Linda J. Beasley

9  
10 VERIFICATION

11 I, Satchidananda Mims am a Petitioner / Tenant in this proceeding. I have read the  
12 foregoing Petition and know the contents thereof. The same is true of my own knowledge, except  
13 as to those matters that are therein stated on information and belief, and, as to those matters, I  
14 believe it to be true. I declare under penalty of perjury under the laws of the State of California  
15 that the above is true and correct. Executed on March 31, 2020 in Oakland, CA

16   
17 Satchidananda Mims  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**AKENDUCA BEASLEY**

PO Box 19304  
3764 39<sup>th</sup> Avenue #D

510-530-6345  
Oakland, CA 94619

April 1, 2020

City of Oakland  
Attn: Program Analyst  
RE: Case No. T19-0415  
Rent Adjustment Program  
Oakland, CA 94612

Dear sir or madam:

Please file the enclosed RAP Appeal Form. Endorse the copy and place it in the return addressed envelope with postage prepaid.

Thanks to you for your prompt attention to this matter and your time. If you have any questions please do not hesitate to notify me at 510-530-6345 or P.O. Box 19304, Oakland, CA 94619.

Sincerely Yours,

*Akenduca Beasley*

Akenduca Beasley

000212

## CHRONOLOGICAL CASE REPORT

Case No.: T19-0351  
Case Name: Williams v. Burks  
Property Address: 2623 79<sup>th</sup> Avenue, Apt #3,  
Oakland, CA  
Parties: Darnell Williams (Tenant)  
Johnny Burks (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 11, 2019
Owner Response filed	October 10, 2019
Hearing Decision Mailed	June 12, 2020
Owner Appeal filed	July 2, 2020

RECEIVED

T19-0351 RC/MALM

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> Oakland, CA 94612-0243 (510) 238-3721	For date stamp: 11 11 2019 <b>RENT ADJUSTMENT PROGRAM</b> <b>OAKLAND</b>  <b>TENANT PETITION</b>
--	--	--

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

Please print legibly

Your Name Darnell Williams Sunshine Williams	Rental Address (with zip code) 2623 24th Avenue #3 Oakland CA 94605	Telephone:
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) Johnny Borks	Mailing Address (with zip code) 1800 June Marie Court Hayward CA 94544	Telephone:
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 4

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

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

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

<input 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 type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such an increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase.

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

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

Date you moved into the Unit: 8/1/2015 Initial Rent: \$ 1450 /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: 5/1/2019. 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>5/1/2019</u>	<u>7/1/2019</u>	\$ <u>1537</u>	\$ <u>1628</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$ <u>1450</u>	\$ <u>1537</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* 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 *sw*  
 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 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.

*[Handwritten Signature]*  
Tenant's Signature

07/11/2019  
Date

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

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

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

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

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

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

\_\_\_\_\_  
Date

**VI. IMPORTANT INFORMATION:**

**Time to File**

This form must be received at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, 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; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, 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): \_\_\_\_\_

# UCSF Medical Center

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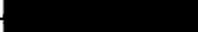
## UCSF Benioff Children's Hospital

# Fax

**Date:** 7/11/2019 3:33 PM  
**To:** CITY OF OAKLAND/ RENT  
ADJUSTMENT PROGRAM  
**Fax:** 5102386181

From: Williams, Sunshine

Phone: 

Fax: 

Notes:

*If you no longer wish to receive fax communications from UCSF, please consider enrolling in MD Link, which provides doctors with secure, full access to UCSF patients' electronic medical records. Call (415) 514-8790 or visit <https://www.ucsfhealth.org/mdlink> for more information.*

*This communication is intended only for the use of the individual or entity to which it is addressed. It may contain information that is privileged, confidential, and prohibited from disclosure. If you believe you received this in error, please destroy this document or notify UCSF by phone at 800-444-2559 or by fax at 415-353-4395. Thank you.*

RC / AA  
LM

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

2019 Oct 16 PM 2:48

 CITY OF OAKLAND	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	<b><u>PROPERTY OWNER</u></b> <b><u>RESPONSE</u></b>
--	--	--

**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 - 19-0357**

Your Name JOHNNY BURKS	Complete Address (with zip code) 1800 JUNE MARIE CT HAYWARD, CA. 94541	Telephone: [REDACTED]
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s) DARWELL & SUNSHINE WILLIAMS	Complete Address (with zip code) 2623 79TH AVE. #3 OAKLAND, CA. 94605	Telephone: Email:
Property Address (If the property has more than one address, list all addresses)	Total number of units on property 4	

Have you paid for your Oakland Business License? Yes  No  Lic. Number: \_\_\_\_\_  
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: \_\_\_\_\_  
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: 6/1/78

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.

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
5/1/19	<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 8/1/15

The tenant's initial rent including all services provided was: \$ 1450<sup>00</sup> / 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? MAY 1, 2019

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.

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
5/1/19	7/1/19	\$ 1537. <sup>00</sup>	\$ 1678	<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.

**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

10/9/19  
\_\_\_\_\_  
Date

**IMPORTANT INFORMATION:**

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, 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.

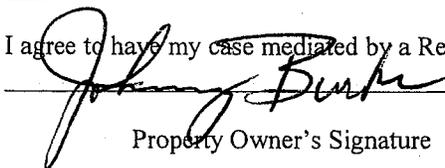
**Mediation Program**

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

10/9/19  
\_\_\_\_\_  
Date

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

**HEARING DECISION**

**CASE NUMBERS:** T19-0351, Williams v. Burks  
**PROPERTY ADDRESS:** 2623 79<sup>th</sup> Ave., Apt. #3, Oakland, CA  
**DATE OF HEARING:** January 23 , 2020  
**DATE OF DECISION:** March 20, 2019  
**APPEARANCES:** Darnell Williams, Tenant  
Johnny Burks, Owner

**SUMMARY OF DECISION**

The tenant petition is granted in part.

**CONTENTIONS OF THE PARTIES**

On July 11, 2019, the tenants Darnell and Sunshine Williams filed a Tenant Petition contesting a single rent increase, alleging that the rent increase amount was not calculated correctly, the rent increase notice was not provided in compliance with State law, and also alleging decreased housing services and code violations.

The owner filed a timely response to the tenant petition, alleging that the rent increase amount was justified by banking.

**ISSUES**

- (1) Is the contested rent increase valid and if so, was it calculated correctly?
- (2) Have the tenant's housing services decreased, and if so, by what amount?

## EVIDENCE

### Background

The subject property is located in a residential building consisting of four (4) residential units. The current owner acquired the building in June of 1978. The tenants moved into the subject unit on August 1, 2015, at an initial rent of \$1,450.00 per month. The tenants' current rent prior to the contested rent increase was \$1,537.00 per month.

### Rent Increase

The tenant testified at the hearing that he was contesting a rent increase from \$1,537.00 to \$1,678.00, effective July 1, 2019.<sup>1</sup> The Notice of the existence of the Rent Adjustment Program (the RAP Notice) was provided together with the rent increase notice on May 1, 2019. The tenant also testified that he calculated 3.5% CPI of \$1,537.00, and has been paying \$1,590.00 per month from July 1, 2019, every month through today. This evidence was not disputed.

At the hearing the parties agreed to the new monthly base rent of \$1,590.00, effective July 1, 2019, which represented the 3.5% CPI rent increase that was correctly calculated. The parties also agreed that July 1 will be the anniversary date for all future rent increases and the next possible rent increase will not have an effective date before July 1, 2020. Since the parties stipulated to the rent increase and the CPI amount was calculated correctly, this issue was resolved at the hearing.

### Decreased Housing Services

The tenant submitted with his petition a "Problem List"<sup>2</sup> and identified at the hearing the following items as decreased housing services and/or serious problems relating to the condition of the subject unit:

Carpet Damage: The tenant testified that the hallway carpet in front of the bathroom and bedroom has ripped at the seam and the seam split open, causing the carpet lift up and people may trip on it. The owner was notified of this claim through the Tenant Petition.

Inadequate lighting at the parking lot: The tenant testified that there are outdoor lights at the parking lot but the lighting is not adequate. He testified that his car got broken into. The owner testified that there are lights at the parking area but did not receive any notice that the lighting is inadequate or not working.

Poor Maintenance of Yard/Common Areas: The tenant testified that there is trash outside on the ground around the trash cans and the yard. He testified that the owner uses a leaf blower which blows the trash around but no one picks it up. The owner

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<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B

testified that he comes over to the property every 10 days and cleans it, picks up the trash and maintains the yard and the common areas.

Wall Patches: The tenant testified he had a few small holes and cracks on the walls of his apartment from previous tenant. He testified that the owner patched the holes and cracks but did not paint over them and now there are spots on the walls with different color than the wall paint.

Vertical Blinds: The tenant testified that the vertical blinds in the kitchen and living room do not operate properly as they do not slide.

Bathroom Sink/Heater: The tenant testified that he had issues with a leaking sink and the heater long time ago but these were addressed promptly and fixed. He testified that the owner replaced the heater and that the tenant himself fixed the leak. Therefore, these claims are dismissed.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent<sup>3</sup> and may be corrected by a rent adjustment.<sup>4</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<sup>5</sup> 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.

In a decreased services case, the tenants have the burden of proving decreased housing services by a preponderance of the evidence and must establish they has given the owner notice of the problems and the opportunity to fix the problems before she is entitled to a relief.<sup>6</sup>

Carpet Damage: The torn carpet represents a decreased housing service as represents a tripping hazard. Therefore, this claim is granted and decreases the package of housing services by 2% (\$31.80) per month from May 1, 2019, and continues until the carpet is repaired.

Inadequate lighting at the parking lot: There was no evidence that the light is not adequate at the parking area or that the car theft occurred as a result of the inadequate lighting. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

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<sup>3</sup> O.M.C. §8.22.070(F)

<sup>4</sup> O.M.C. §8.22.110(E)

<sup>5</sup> *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

<sup>6</sup> Hearing Decision T11-0191, *Howard v. Smith* (2012)

Poor Maintenance of Yard/Common Areas: There was no evidence that the yard or common areas are not regularly maintained or cleaned. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

Wall Patches: While the holes were fixed, the patches were not painted so the entire wall would be the same paint color. This repair was not completed. Therefore, this claim reduces a package of housing services by 1% (\$15.90) per month from May 1, 2019, and continues until the patches are painted.

Vertical Blinds: The owner does not have a duty to provide window coverings or blinds. Broken blinds do not affect habitability of the subject unit and there was no evidence that the blinds worked properly when the tenant moved into the unit. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

### ORDER

1. The Tenant Petition T19-0351 is granted in part.
2. Effective July 1, 2019, the tenant's base rent is \$1,590.00 per month. This amount is further decreased due to a credit for past and ongoing decreased housing services applied per chart below.
3. The total credit due to past decreased housing service is \$429.30, which represents a reduction for each decreased service for 9 months from May 1, 2019 through January 23, 2020, the date of the hearing (\$286.20 + \$143.10). The amount of \$429.30 will be adjusted by a rent decrease for the next six (6) months as follows:

Base Rent	\$1,590.00
Past decreased housing services for 9 months from May 1, 2019, to January 1, 2019, amortized over 6 months (\$429.30 divided by 6 months)	- 71.55
	\$1,518.45
Rent reduction due to current ongoing decreased housing service of 3% per month (\$47.70 per month)	- 47.70
Current Rent for the next 6 months	\$1,470.75

4. After six months, the tenants' rent will increase by \$71.55 as the credit due to past decreased housing service expires per chart above. This is not a rent increase but the end of the restitution period.

5. The amount of ongoing decreased housing service is \$47.70 (3%) per month. This decrease will continue for as long as each of the decreased services continue as follows: damaged hallway carpet (2% - \$31.80), and painting of the wall patches (1% - \$15.90). When the owner repairs any of the items listed above, the owner may increase the monthly rent by the amount corresponding to each item and in accordance with the notice requirements of the Rent Adjustment Ordinance and California Civil Code §827.

6. The tenants are entitled to reduce the rent in accordance with this Order per chart above after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

**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: March 20, 2020



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

**PROOF OF SERVICE**  
**Case Number T19-0351**

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

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

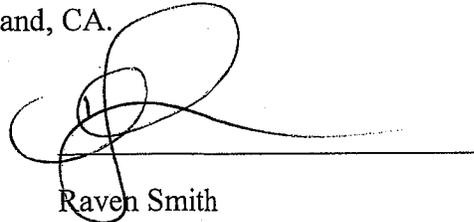
**Documents Included**  
Hearing Decision

**Owner**  
Johnny Burks  
1800 June Marie Court  
Hayward, CA 94541

**Tenant**  
Darneil & Sunshine Williams  
2623 79th Avenue Unit 3  
Oakland, CA 94605

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 **June 12, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

10/14

RECEIVED

For

JUL 02 2020

RENT ADJUSTMENT PROGRAM  
~~ORDINANCE~~  
APPEAL

CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
250 Frank Ogawa Plaza, Suite 5315  
Oakland, CA 94612  
(510) 238-3721

Appellant's Name <u>JOHNNY BURKS</u>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <u>2623 79TH AVE. #3 - OAKLAND, CA. 94605</u>			
Appellant's Mailing Address (For receipt of notices) <u>1800 JUNE MARIE CT. HAYWARD, CA. 94541</u>		Case Number <u>T19-0351</u>	
		Date of Decision appealed <u>JULY 2, 2020</u>	
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.)*
- 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.

2/14

- 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 8.22.01(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\_\_\_\_  
 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>	DARNELL + SUNSHINE WILLIAMS
<b>Address</b>	2623 FIFTH AVE #3
<b>City, State Zip</b>	OAKLAND, CA. 94605
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	7/2/20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

3-7-14

**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.

Johnny Burks  
Case #T19-0351

Page 4 of 14

**#2(b) Appeal Decision**

Due to Corona V-19 there was a 5 months delay in getting a decision of my case. Receiving the RAP I found gross misunderstanding by the Mediator. I feel the 5 months delay cause confusion.

Mediator states that the two parties agreed that the new monthly base rent of \$1,590.00 was correct. NO, this amount was what tenant decided to send after denying the requested amount of \$1,618.00.

The \$1,618.00 was calculated with several RAP staff persons with inclusion of banking not given in 2017, 2018 and 2020.

In note below was copy of calculations done by RAP staff, Margaret Sullivan who I saw on several occasions to insure correctness.

I was told, since it was April, that if I waited till July, I could include CPI allowed rent increase for 2019 so I did.

I was identified that all calculations were correct!!

Case # T19-0371

2  
5/14

Moved in - July 2015

1,450

2017 4.3% (2.0 + 2.3)

1512.35

2018 3.4%

51.42

2019 3.5

1563.77

54.73

1,618.50

I accept \_\_\_\_\_

I rescind \_\_\_\_\_

Margaret Sullivan  
Rent Adjustment Program  
250 Francis Ogawa Plaza  
Ste. 5313  
Oakland, CA 94612

510-238-7387

Case #  
T19-0351

COPY OF RESPONSE TO RENT INCREASE 3

6/14

7/3/2019

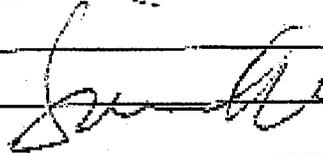
Dear Mr Burks,

Please see the enclosed  
check for \$1590.00. The reason  
for this amount is due to  
my right to disagree with the  
rent increase of \$~~1537~~ to 1678.  
I am agreeing to pay \$1590.00  
which is the 3.5% allotted rent increase.

You will receive a letter of  
mediation from the City of  
Oakland Rent adjustment Program.

If you have any questions  
please (free) free to call us.

Darrell Williams (510) 228-5046  
Sunshine Williams (510) 717-5102



000234

Johnny Burks  
Case #T19-0351

Page 7 of 14

**2(b) Appeal Decision**

New maintenance service for yard service has been added for past 3 months. House lighting in the parking lot has been fixed.

Due to Corona Virus there is a delay in getting carpet repaired. Same with wall patches and vertical blinds. Service repair people refused to come out until after the Virus subsides.

In the hearing the tenant did not prove decreased housing service by a preponderance of the evidence nor establish there was given notice to owner of problems and given opportunity to fix the problem before relief is entitled.

The "ORDER" is based on the figures the tenant decided to pay, not on actual calculated rent due!!

This is depriving me (the landlord) of my legally guaranteed rent. Decreased rent, based on that figure and without providing evidence is doubling my liability.

The granting of this petition is ludicrous base to the totally wrong assumptions of Mediator. I am taking a tremendous loss based on this inept process.

My professional life as a Therapist and Counselor has taught me to listen closely and be accurate with what I hear and respond appropriately. Leaving the hearing I felt confident with the outcome.

Appalled at the hearing decision and obviously a lap of memory of Mediator upon agreed facts of the case, I cannot let this stand.

I have legal support waiting to hear your response.

Enclosed are other documents to help you reevaluate case.

  
\_\_\_\_\_  
Johnny E. Burks

000235



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT  
(C.A.R. Form LR, Revised 4/11)

5/14

Date 7/30/15 Johnny Bucks (Landlord) and SUNSHINE LATAMAR WILLIAMS (Tenant) agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2623 79TH AVE #3 Oakland, CA 94605 (Premises).
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: SUNSHINE WIMS - DWANELL  
WIMS - STORM ALLEN - SKYIE WIMS - ONLY
- C. The following personal property, maintained pursuant to paragraph 11, is included: STOVE - REFRIGERATOR - CABINETS -  
HOOD AND DUCT - or  (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance OF OAKLAND, CALIF.

2. TERM: The term begins on (date) AUGUST 1, 2015 (Commencement Date), (Check A or B):

- A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease: and shall terminate on (date) July 31, 2016 at 3AM  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 1450<sup>00</sup> per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated based on a 30-day period.
- D. PAYMENT: Rent shall be paid by  personal check,  money order,  cashier's check, or  other CASH, to (name) JOHNNY BUCKS (phone) \_\_\_\_\_ at (address) 1800 JUNE MARSH LN - HAYWARD, CA 94541 (or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of 9 AM - 5 PM on the following days \_\_\_\_\_). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1450<sup>00</sup> as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1980.5(g), and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to \_\_\_\_\_ shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>AUG 1, 2015</u> to <u>AUG 31, 2015</u> (date)	\$ <u>1450<sup>00</sup></u>		\$ <u>1450<sup>00</sup></u>	<u>JULY 31, 2015</u>
*Security Deposit	<u>1450<sup>00</sup></u>	<u>PAID 16, 2015</u>		
Other				
Other				
Total	<u>1450<sup>00</sup></u>		<u>1450<sup>00</sup></u>	<u>7/31/2015</u>

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's initials ( ) ( )

Landlord's initials ( ) ( )

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LR REVISED 4/11 (PAGE 1 OF 5)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 5)

Agent: Teri L. Lester Phone: 510-485-7252 Fax: 510-531-2811 Prepared using zipForm software

Broker: Wells and Bennett Realtors 1455 Leimert Blvd Oakland, CA 94602

000236





9/14

# Learn More About CPI & Allowable Rent Increases

Date Posted: August 31st, 2018 @ 3:44 PM

Last Updated: May 11th, 2020 @ 4:07 PM

## Consumer Price Index (CPI) Increases

The Oakland Rent Adjustment Ordinance allows an annual rent increase based on the regional Consumer Price Index (CPI). These annual rent increases are known as CPI increases or annual general rent increases.

The annual CPI rate for rent increases effective July 1, 2020 through June 30, 2021, is 2.7%. The rate is not applied to rent increases that take effect earlier than July 1, 2020.

- • July 1, 2020: 2.7% ✓
- July 1, 2019: 3.5%
- • July 1, 2018: 3.4% ✓
- • ~~July 1, 2017: 2.3% ✓~~
- July 1, 2016: 2.0% ✓
- July 1, 2015: 1.7%
- July 1, 2014: 1.9%

YEARS NOT INCLUDED BANKING

10/14



DARNEIL LEMONT WILLIAMS  
SUNSHINE WILLIAMS  
2523 19TH AVE #3  
OAKLAND, CA 94605

DATE 6/5/2017 155

JOHNNY BURKE  
PAY TO THE ORDER OF  
one thousand five hundred thirty seven <sup>15/100</sup> DOLLARS

citibank

CITIBANK, N.A. 60 FIFTH AVENUE  
NEW YORK, NY 10003

MEMO Rent for June 2017 [Signature]

⑆32⑆17⑆18⑆4⑆ 400462⑆1819⑆ 0155

Posting Date: 06/06/2017  
Sequence Number: 9780065151  
Amount: 1,537.00  
Account: 40046271819  
Routing Transit Number: 32117118  
Check/Serial Number: 0000000000  
Bank Number: 703  
IRD: 0  
Image type: P  
ROFD: 111900057  
Cost Center: 741523  
Teller Number: 5  
Teller Sequence Number: 365  
Capture Source: BY  
Entry Number: 000005759  
UDK: 70317060909760065151

RENT JUNE 2017  
PRIOR TO RENT  
ADJUSTMENT  
SAME FOR 2 YRS.

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Company or its Affiliates. All Rights Reserved.

11/7/14

DARNEIL LEMONT WILLIAMS  
SUNSHINE WILLIAMS  
2623 79TH AVE # 3  
OAKLAND, CA 94605

99-7118 / 38  
2011

181

DATE 5/5/2019

Johnny Burks

PAY TO THE ORDER OF

one thousand five hundred thirty seven

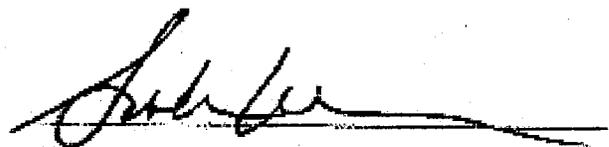
\$1,537

DOLLARS

**citibank**  
CITIBANK N.A.

MEMO

Rent for May 2019



⑆321171184⑆ 40046271819⑆ 0181

RENT ~~5~~ MAY 2019

Prior TO RENT ADJUSTMENT

12/14

187

DARNEIL LEMONT WILLIAMS  
SUNSHINE WILLIAMS  
2800 FIFTH AVE # 3  
OAKLAND, CA 94605

DATE 7/5/2019

Johnny Bessie \$ 1590.00  
BY MICHELE BRESNAHAN  
DOLLARS & CENTS

Five thousand five hundred ninety 00/100

citibank  
CITY OF PHILADELPHIA

Account # 4004627181900 0187  
Signature: [Handwritten Signature]

RENT ~~ARRIVAL~~ SENT  
AFTER DENIAL OF  
CPI AND BANKING  
FOR YEARS NOT INCREASED

13 of 14

DARNEIL LEMONT WILLIAMS  
SUNSHINE WILLIAMS

99-712 / 20  
2011

196

DATE 7/5/20

STATE OF MISSISSIPPI CITIBANK

Pay to the order of  
Johnny Burks  
One thousand four hundred seventy

\$ 1,470.75  
75/100 DOLLARS

**citibank**  
CITIBANK, N.A.

MEMO Rent for July 2020

*[Signature]*

RENT JULY 2020

Johnny Burks  
Case #T19-0351

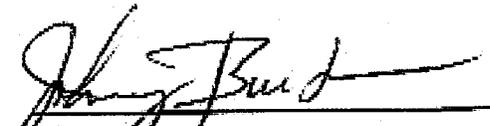
Page 14 of 14

**2 (c) Appeal Decision**

Due to Corona Virus delays in mailing, processing, return of decisions and non-responsive telephone calls has affected our response time.

A 60-day response to the hearing was promised and due to virus, all matters were delayed.

Due to a 5 months delay in the hearing decision, I believe many details pertinent to the correct outcome were omitted.

  
Johnny C. Burks

000242

**Costa, Robert**

---

**From:** Kong-Brown, Barbara  
**Sent:** Tuesday, July 7, 2020 12:16 PM  
**To:** Costa, Robert  
**Cc:** Lothlen, Brittni  
**Subject:** FW: Johnny Burks - Case #T19-0351  
**Attachments:** Johnny Burks #T19-0351.jpeg; Johnny Burks #T19-0351 1.jpeg; Johnny Burks #T19-0351 2.jpeg; Johnny Burks #T19-0351 3.jpeg; Johnny Burks #T19-0351 4.jpeg; Johnny Burks #T19-0351 5.jpeg; Johnny Burks #T19-0351 6.jpeg; Johnny Burks #T19-0351 7.jpeg; Johnny Burks #T19-0351 8.jpeg; Johnny Burks #T19-0351 9.jpeg; Johnny Burks #T19-0351 10.jpeg; Johnny Burks #T19-0351 11.jpeg; Johnny Burks #T19-0351 12.jpeg; Johnny Burks #T19-0351 13.jpeg

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi Roberto: Thanks much for your help re my computer. Lunch on me . Here is an appeal on which you are the analyst. Please send a Notice of Acknowledgement of Receipt of Appeal to Mr. Burks, the appellant. Gracias. Bkb

**From:** Kong-Brown, Barbara  
**Sent:** Monday, July 6, 2020 2:44 PM  
**To:** Lothlen, Brittni <BLothlen@oaklandca.gov>  
**Subject:** FW: Johnny Burks - Case #T19-0351

Hi Brittni: Please add this case to the appeal log. Thanks much. bkb

**From:** Rent <RAP@oaklandca.gov>  
**Sent:** Friday, July 3, 2020 10:31 AM  
**To:** Kong-Brown, Barbara <BKong-Brown@oaklandca.gov>  
**Subject:** FW: Johnny Burks - Case #T19-0351

**From:** brenda payne <[REDACTED]>  
**Reply-To:** brenda payne <[REDACTED]>  
**Date:** Thursday, July 2, 2020 at 9:46 PM  
**To:** Rent <RAP@oaklandca.gov>  
**Subject:** Johnny Burks - Case #T19-0351

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

RAP,

Please see the attached documents in reference to the case.

Should you have any questions or concerns, please contact Johnny Burks directly. Please acknowledge receipt of this email to insure it was sent to the correct email address.

Thank you,

**Brenda Payne**

*HAVE A BLESSED DAY!*

*Pleasant words are like honeycomb, sweet to the soul and healing to the bones. Proverbs 16:24*

**Brenda and Brandilyn**

**BPTravel**

**Payne free travel with great savings anywhere thru ...**

**SURGE365  VORTEX  YTB TRAVEL NETWORK **

BrendaAndBrandilynTravel



CITY OF OAKLAND  
250 FRANK OGAWA PLAZA, OAKLAND, CA 94612-2043



Department of Housing and Community Development  
Rent Adjustment Program

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

July 13, 2020

Johnny Burks  
1800 June Marie Court  
Hayward, CA 94541

Re: Acknowledgement of Appeal in Rent Adjustment Case No. T19-0351

Dear Appellant:

The Rent Adjustment Program received your above-referenced appeal on July 2, 2020. Your appeal will be scheduled for an Appeal Hearing at a meeting of the Residential Rent and Relocation Board ("Rent Board"). Regular meetings of the Rent Board are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday evenings of the month. You will receive a notice of your appeal hearing approximately three weeks prior to the date of the Rent Board meeting.

If you have further questions or concerns, you are welcome to contact the Rent Adjustment Program office at (510) 238-2079

Sincerely,

A handwritten signature in black ink, appearing to read "Robert F. Costa".

Robert F. Costa, Program Analyst II  
Rent Adjustment Program

000245

re

**RECEIVED**

JUL 30 2020

RENT ADJUSTMENT PROGRAM  
OAKLAND

July 27, 2020

Mr. and Mrs. Darnell Williams  
2623 79<sup>th</sup> Ave, #3  
Oakland, CA 94605

Dear Mr. and Mrs. Williams,

In my response to the order of our hearing, I have taken care of the maintenance of the property by hiring a maintenance service and I have replaced the exterior light for the parking area.

Th carpet repair cannot be done by the repairman until after the CORINA-19 virus pandemic as he does not want to come in contact with individuals. As stated in the hearing, rent should be returned to the original amount of \$1,590.00 which should begin for the September rent.

If you have questions, feel free to contact me.

Respectfully,

Johnny Burks  
Landlord

cc: Robert Costa, Program Analysis, 2  
Oakland Rent Adjustment Program, Case #T19-0351  
250 Frank Ogawa Plaza  
Oakland CA 94612-2043

000246

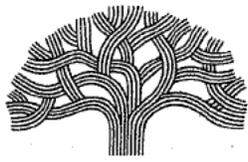
## CHRONOLOGICAL CASE REPORT

Case No.: T19-0381  
Case Name: Abernethy v. Ivy Hill Properties/Athol LLC  
Property Address: 201 Athol Avenue, #201  
Oakland, CA  
Parties: Rori Abernathy (Tenant)  
James Lewis (Owner)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 8, 2019
Owner Response filed	November 6, 2019
Hearing Decision Mailed	June 19, 2020
Owner Appeal filed	July 15, 2020

T19.0361 Re/BC



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

For date stamped  
CITY OF OAKLAND  
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2019 AUG -8 PM 4:19

**TENANT PETITION**

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

**Please print legibly**

Your Name Rori Abernethy	Rental Address (with zip code) 201 Athol Avenue Apt # 201 Oakland, CA 94606	Telephone: [REDACTED]
Your Representative's Name	Mailing Address (with zip code)	Telephone: [REDACTED] Email:
Property Owner(s) name(s) James Lewis J. Hickingbotham	Mailing Address (with zip code) 1035 Underhills Road Oakland, CA 94610	Telephone: 5 [REDACTED] Email: [REDACTED]
Property Manager or Management Co. (if applicable) Ivy Hill Properties Athol LLC	Mailing Address (with zip code) 1035 Underhills Road Oakland, CA 94610	Telephone: [REDACTED]

Number of units on the property: 22

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

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

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

<input checked="" type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
	(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.)
X	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
X	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(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.
X	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <u>illegally</u> after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 10/2000 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: 5/20/19. If never provided, enter "Never."

I recieved the rent increase notice AT LEAST TWO WEEKS after 5/06/19  
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		
5/20/19	07/01/19	\$ 1597	\$ 1652	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
No Notice	1/1/2008	\$ 1330	\$ 1435	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

\* 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)

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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.

Porri Aherne  
Tenant's Signature

5/1/19  
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.

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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).

Kori Ahernity  
Tenant's Signature

5/1/19  
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, 250 Frank H. Ogawa Plaza, Suite 5313, 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; 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): \_\_\_\_\_

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**Lost Housing Services From 5/01/18 to 5/01/19**

**(AND from 1/01/08 to Present in general it has been getting progressively worse)**

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I notified the building manager and owner of the problems below along with my fellow tenants. I notified the owner via our tenant online system for the building, text email, phone calls and in person.

**PAST YEAR**

**1. SMOKING**

In the past year there has been excessive smoking in the building which I have logged. That log is available on request. I have TMJ and my doctor filled out PG & E rate reduction for accommodations. The illegal smoking has been almost daily my apartment. My apartment would be filled with smoke sometimes when I got home so I was unable to open my windows. The smoking would go late into the night causing loss of sleep. In addition, because of my condition the smoking resulted in intense migraines and triggered my TMJ. I notified my building manager and landlord many times about this.

**2. PROSTITUTES AND DRUG DEALERS**

There was a pair of prostitutes and drug dealers who 201 ATHOL residents called the police on multiple times. There was a steady string of men walked past my door late into the night as these two women were providing 'services' lived in the apartment next to me. It created an unsafe and scary living environment. I and others complained multiple times and it took a very long time for these people to leave the building. It caused a severe decrease in services during this time.

3. There was a homeless person who left all of his clothes in front of the building and would climb a ladder regularly to enter the building. He was invited in by another tenant. Multiple complaints were relayed to the landlord. Again, caused a severe decrease in services during this time. There were multiple complaints to the landlord it took a very long time for these people to leave the building. It caused a severe decrease in services during this time.

4. The elevator frequently smells like pee. Almost daily because the smell just stays there. The elevator is also filthy in general so the pee just makes it worse. Someone is peeing in the elevator on a regular basis. So you have to take the stairs or track pee into your apartment. It caused a severe decrease in services during this time. Multiple complaints have been made to building manager and landlord.

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**IN GENERAL SINCE 2005**

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The building is filthy and all of the common areas are dirty. There is chipped paint everywhere and the surfaces are dirty. Prior to 2005 this building was very clean and habitable. Aside from the new owners horrible decision to put dirty yellow crown moulding, and dirty gray carpet in a beautiful mid century style building, they decided to paint all of the doors white so they constantly look filthy.

Our buildings common areas in general looks like a slum. This was NOT the case with the previous owner. The common areas were power washed weekly. There is dirt and filth everywhere now.. The dirt and filth cakes on more each year as our building manager does not have to tools to power wash the building on a regular basis. The previous owner provided the manager with more resources to keep our building clean. In addition the carpets are more filthy each year and rarely cleaned and/or vacuumed.

When they painted the doors with the white paint that attracts dirt, they took all of the stairwell doors off the hinges. Now none of the stairwell doors lock. Anyone can come on to any floor. This is a huge safety concern for the tenants specifically the young children that live here. We all deserve better and we had better under the previous owner. It shows a lack of respect for the human beings that live here. We are not rich like our building owners, but we want to live in dignity and cleanliness. It would be nice if they cared more.

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RENT ARBITRATION PROGRAM

2019 AUG -8 PM 4:19

To whom it may concern,

My name is Rori Abernethy and I am a public school teacher who has lived at 201 Athol Avenue Apt #201 since October 2000. I am also turning this whole situation into a lesson plan for math math classes. I used the resources provided on the RAP website to the best of my ability to refer to recent Ordinances.

Thank you for reading my petition : )

1.

**I want to inform you that I did NOT receive this notice on or before the date listed on the rent increase notice of 5/06/19.**

My brother died from brain cancer March 3, 2019 at age 26 and my sister died from breast cancer at age 31 previously. I was rarely my apartment from 3/03/19 to June 2019. I

This notice was **not mailed or postmarked** and it was handed to me by another tenant after they knocked on my door (not the landlord or building manager). Notices have been mailed previously via US mail with a clear postmark. **I received this notice on approximately 5/20/19 (I do not remember the exact date), but it was more than two weeks after 05/06/19 date listed on the petition.**

My landlords have a shady and terrible history with their tenants.  
(Please see the attached LA Times Article.)

2.

From 2005 to 2007 my rent was increased from \$1200 to \$1330. This is a 10.83% increase over two years.

I would like to note that my rent was raised without going through the rental board on 12/26/2007.

My rent was raised from to \$1435 on 12/26/2007 to with the first \$1435 payment being due on 1/01/2008. My rent has been increased every year thereafter. For a total of a \$452 or a 37.7% increase since the Jim Lewis and Mark Roemer purchased the building in 2005 from Andrew Field.

Because of my medical condition and reconstructive surgery for TMJ, in 2007 I asked if I could pay for hardwood laminate floors to be put in my apartment in 2007 because the couple across the hall had gotten new floors. These floors would be to replace the musty carpet which had been there since 1970. The fibers were causing migraines and TMJ flares-ups. The total amount for the floors was \$3240. This work was not done by a licensed contractor.

I am STILL PAYING for these floors in 2019 via a total rent increase of \$135 of month (\$1330 to \$1435) and annual increases on the \$1435 base amount to this day. My rent is currently \$1652.

000254

On 12/26/07, I also paid for other changes (replacing outdated and expensive light fixtures, replacing old knobs, towel bars, etc.). I have the receipts for these items and I was never reimbursed.

In order to get the proper floors for my ongoing health condition and my disability (my jaw does not fully function), the new landlords Jim Lewis **made me**

1. Sign a new lease
2. Pay an additional \$1400 Security Deposit
3. Give me a copy of my old lease with the \$2600 security deposit whited out. I have the original lease where the security deposit is clearly visible.
4. They told me this lease was "temporary" just to pay for the floors. (I have a copy of this lease. It has not been temporary) Again the floors were to help with a medical condition and a disability.
5. Raised my rent to \$1435
6. Never lowered my rent but proceeded to continue to raise my rent EACH YEAR since 2008 based on the \$1435 base amount (I am still paying for these floors!!)
7. Refused to give me receipts for paid rent each month and charged me "late fees" which I remedied by sending my rent by certified mail.
8. Have not given my statements for interest accrued on my deposit over the last 20 years.
9. Take me to court to pay the new \$1400 deposit which they counted as "rent owed". And threatened to evict me if I didn't pay. After mediation at the Alameda Court hours I was forced to pay the SECOND \$800 which was the rest of the \$1400 security deposit.

3.

I feel like the loss of service for this year is equivalent to at LEAST the \$55 monthly increase in rent. I have had many medical problems and sleepless nights. I have felt unsafe in my building. I have file documents given to me by both landlords. I am not sure what to include here.

**I have included a copy of the accounting records from the Ivy Properties which was provided to me upon my request. I also have many other documents, police reports and receipts which can be provided upon request.**

In general, I am requesting that

1. The rent increase be denied.
2. The rent be put down to \$1200 and my old lease reinstated
3. The overpaid money since 2005 be reimbursed.
4. I receive a bank statement with any interest accrued on both of my security deposits.

Date	Note	Rent	Days Late	Late Fees = .364 = 1/3650 of monthly rent per day.	Accumulated late fees	Payment from tenant	Rent Difference	Accumulated rent difference	Flooring Payment	Accumulated rent difference - flooring	Floring Balance
12/26/2007	Floor Cost										\$3,240.00
	Floor Payment = 1/24 of 3240 need lease agreement										
1/1/2008		\$1,330.00	15	\$5.47	\$5.47	\$1,435.00	\$105.00	\$105.00	\$0.00		\$3,240.00
2/1/2008		\$1,330.00	12	\$4.37	\$9.84	\$1,435.00	\$105.00	\$210.00	\$0.00		\$3,240.00
3/1/2008		\$1,330.00	24	\$8.75	\$18.59	\$1,435.00	\$105.00	\$315.00	\$0.00		\$3,240.00
4/1/2008		\$1,330.00	22	\$8.02	\$26.60	\$1,435.00	\$105.00	\$420.00	\$0.00		\$3,240.00
5/1/2008		\$1,330.00	26	\$9.47	\$36.08	\$1,405.00	\$75.00	\$495.00	\$0.00		\$3,240.00
6/1/2008		\$1,330.00	13	\$4.74	\$40.82	\$1,405.00	\$75.00	\$570.00	\$0.00		\$3,240.00
7/1/2008		\$1,330.00	7	\$2.55	\$43.37	\$1,405.00	\$75.00	\$645.00	\$0.00		\$3,240.00
8/1/2008		\$1,330.00	0	\$0.00	\$43.37	\$1,465.00	\$135.00	\$780.00	\$0.00		\$3,240.00
9/1/2008		\$1,330.00	8	\$2.92	\$46.28	\$1,490.00	\$160.00	\$940.00	\$0.00		\$3,240.00
10/1/2008		\$1,330.00	7	\$2.55	\$48.83	\$1,300.00	-\$30.00	\$910.00	\$0.00		\$3,240.00
11/1/2008		\$1,330.00	15	\$5.47	\$54.30	\$1,465.00	\$135.00	\$1,045.00	\$0.00		\$3,240.00
12/1/2008		\$1,330.00	4	\$1.46	\$55.75	\$1,465.00	\$135.00	\$1,180.00	\$0.00		\$3,240.00
1/1/2009		\$1,330.00	20	\$7.29	\$63.04	\$1,490.00	\$160.00	\$1,340.00	\$0.00		\$3,240.00
2/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,475.00	\$135.00	\$1,475.00	\$3,240.00
3/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,610.00	\$135.00	\$1,610.00	\$3,105.00
4/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,745.00	\$135.00	\$1,745.00	\$2,970.00
5/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,880.00	\$135.00	\$1,880.00	\$2,835.00
6/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,015.00	\$135.00	\$2,015.00	\$2,700.00
7/1/2009		\$1,330.00				\$1,470.00	\$140.00	\$2,155.00	\$135.00	\$2,160.00	\$2,565.00
8/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,290.00	\$135.00	\$2,290.00	\$2,430.00
9/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,425.00	\$135.00	\$2,425.00	\$2,295.00
10/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,560.00	\$135.00	\$2,560.00	\$2,160.00
11/1/2009		\$1,330.00				\$1,490.00	\$160.00	\$2,720.00	\$135.00	\$2,745.00	\$2,025.00
12/1/2009		\$1,330.00				\$1,490.00	\$160.00	\$2,880.00	\$135.00	\$2,905.00	\$1,890.00
1/1/2010	Rent Increases										
	2008 3.2%										
	2009 0.7%										
	% increase on 1200 or 1330?										
	Need documentation										
1/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$2,880.00	\$135.00	\$2,829.00	\$1,890.00
2/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$2,964.00	\$135.00	\$2,913.00	\$1,755.00
3/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,048.00	\$135.00	\$2,997.00	\$1,620.00
4/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,132.00	\$135.00	\$3,081.00	\$1,485.00
5/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,216.00	\$135.00	\$3,165.00	\$1,350.00
6/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,300.00	\$135.00	\$3,249.00	\$1,215.00
7/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,354.00	\$135.00	\$3,273.00	\$1,080.00
8/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,408.00	\$135.00	\$3,327.00	\$945.00

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9/1/2010		\$1,381.00									
10/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,462.00	\$135.00	\$3,381.00	\$810.00
11/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,516.00	\$135.00	\$3,435.00	\$675.00
12/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,570.00	\$135.00	\$3,489.00	\$540.00
1/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,624.00	\$135.00	\$3,543.00	\$405.00
2/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,678.00	\$135.00	\$3,597.00	\$270.00
3/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,732.00	\$135.00	\$3,651.00	\$135.00
4/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,786.00	\$135.00	\$3,705.00	\$0.00
5/1/2011		\$1,381.00				\$1,300.00	-\$81.00	\$3,705.00			
6/1/2011		\$1,381.00				\$1,570.00	\$189.00	\$3,894.00			
7/1/2011		\$1,381.00				\$1,000.00	-\$381.00	\$3,513.00			
8/1/2011		\$1,381.00				\$1,635.00	\$254.00	\$3,767.00			
9/1/2011		\$1,381.00				\$1,670.00	\$289.00	\$4,056.00			
10/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$4,110.00			
11/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$4,164.00			
12/1/2011		\$1,381.00				\$1,885.00	\$504.00	\$4,668.00			
1/1/2012		\$1,381.00				\$1,485.00	\$104.00	\$4,772.00			
2/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$4,826.00			
3/1/2012		\$1,381.00				\$1,000.00	-\$381.00	\$4,445.00			
4/1/2012		\$1,381.00				\$2,435.00	\$1,054.00	\$5,499.00			
5/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$5,553.00			
6/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$5,607.00			
6/27/2012	Court Settlement					\$0.00	-\$1,381.00	\$4,226.00			
	\$600 Attorney fee										
	Subtract attorney fee							-\$600.00			
7/1/2012		\$1,381.00						\$3,626.00			
8/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$3,960.00			
9/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,294.00			
10/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,628.00			
11/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,962.00			
12/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$5,296.00			
1/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$5,630.00			
2/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$5,964.00			
3/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,298.00			
4/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,632.00			
5/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,966.00			
6/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,300.00			
7/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,634.00			
8/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,968.00			
9/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$8,302.00			
						\$1,715.00	\$334.00	\$8,636.00			

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10/1/2013		\$1,381.00				\$0.00	-\$1,381.00	\$7,255.00			
11/1/2013		\$1,381.00				\$1,465.00	\$84.00	\$7,339.00			
12/1/2013		\$1,381.00				\$1,435.00	\$54.00	\$7,393.00			
1/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$7,477.00			
2/1/2014		\$1,381.00				\$0.00	-\$1,381.00	\$6,096.00			
3/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$6,180.00			
4/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$6,264.00			
5/1/2014		\$1,479.00				\$1,465.00	-\$14.00	\$6,250.00			
6/1/2014		\$1,479.00				\$1,465.00	-\$14.00	\$6,236.00			
7/1/2014		\$1,479.00				\$2,299.00	\$820.00	\$7,056.00			

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# A Tenant Who Paid Tragically

By LEE ROMNEY

JUNE 10, 2005  
12 AM

TIMES STAFF WRITER



OAKLAND — After scattering hundreds of copies of her suicide note from the seventh-floor ledge of a downtown building, Mary Jesus held her nose and raised an arm in the air.

Then, like a swimmer taking a plunge, she leapt to her death.

“Goodbye cruel world and all that,” said the note, which blamed her suicide on an eviction she had battled fiercely -- and unsuccessfully. “Everyone will say what they always say when something totally preventable isn’t prevented, ‘Why didn’t anybody do anything?’”

In the six months since her death at 33, Mary Jesus has become a symbol. Tenant leaders have highlighted her death as one of eviction’s darkest consequences in an era of rising rents and an urgent shortage of affordable housing.

Landlords say they never set to blame and share different losses. They point to failures in a mental health system that, they say

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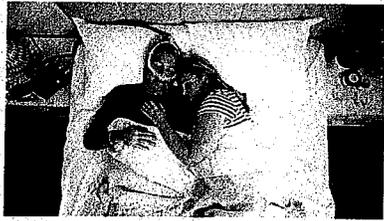
SAVE NOW

Many Oakland tenants have been swept out of their apartments by an overheated housing market. Most go quietly. Mary Jesus -- stubborn, articulate, unstable -- orchestrated a final act of defiance.

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Diagnosed with depression and borderline personality disorder, she was stable as long as she had stable housing. But like others in similar situations, once her sanctuary was threatened, she lost her grip.

She was born Mary Jesus Brazil to Catholic, Portuguese immigrant parents in the Central Valley town of Turlock.



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**Suffering from sleep problems? It's time to fight back.**

By ResMed

A photo from age 6 shows her smiling in her bedroom, a pet bird perched on her head. Months later, she was bouncing from domestic violence shelter to cheap motel with her mother and siblings.

At age 10, Mary's family said, she found her mother in the kitchen with a wound to her chest, her father hovering with a butcher knife. Her mother survived. Her father served prison time. They divorced.

Mary endured stints in foster homes, in juvenile hall and on the streets. With her 10-inch blue mohawk and counterculture views, "Mary just broke the mold in Turlock," said her oldest sister, Maria Kurtenbach, 45.

In the punk-rock underground, she found like-minded spirits, uncompromising in their rejection of what they considered a sexist, class-based society.

She found her sanctuary in Apartment #15 on the first floor of a 1913 building on Oakland's Alice Street, a neighborhood of stately but dilapidated buildings in the shadow of downtown. The rent, when she moved in 14 years ago, was \$550 a month.

Mary refurbished the wood floors and hung black lace curtains. She painted the one-bedroom unit black and red in a Japanese motif and decorated with her own paintings -- dark explorations of death that challenged Christian symbolism.

"She really loved the place," said Emmely Dittmann, who with her husband, Hans, owned the 30-unit building known as the Dunsmuir Apartments for decades. Mary looked to the couple as surrogate parents. They hired her as manager.

She took to wearing all black. She learned to garden. She cut ties with her family, and to purge her father from her past, she ditched the name Brazil, becoming, simply, Mary Jesus.

In 1998, as the dot-com boom swept the Bay Area, the Dittmanns sold the building for \$1.3 million to Mark Roemer and James L. Lewis, who were fast accruing Oakland properties.

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Landlords are now bound by a 2002 law that requires "just cause" for eviction. But during the boom's early days, a 30-day notice sufficed, even if a tenant was current on rent. Anne Omura, director of Oakland's Eviction Defense Center, recalls "grabbing lawyers off the street" to help tenants fight evictions.

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Roemer and Lewis could have served Mary Jesus with a 30-day notice. But there was an initial struggle. After Mary posted memos around the building noting that the new owners were violating the law by not having an on-site manager, they fired her, waiving her rent as the Dittmanns had. She kept the building clean and welcomed newcomers.

She tacked notes of gratitude from tenants on her wall. "Thanks again for really pulling through for us," one couple wrote in May 1999. "It's a crazy war out there to get an apartment. Being young and black probably didn't help us any either."

"She was a really good manager," said tenant Geoffrey Andersen, 27. "If there was a plumbing problem, she'd get on the maintenance guy.... She took the whole building very seriously." But her demeanor intimidated some. In her black outfits, black lipstick and parasol, she often talked -- with a laugh and flourish -- about having been raped or about her occasional work in the sex industry, Andersen recalled.

"If you were friendly, her attention to you became oppressive," he said. "If you ignored her, she was hostile."

Mary Jesus' friendships often ended abruptly. But when she was feeling good, she was charming. In 1998, she cold-called V. Vale, whose Re/Search Publications gives voice to challengers of the mainstream, to pitch a memoir on her punk days.

In late-night conversations that lasted hours, he listened to her tales and encouraged her.

"She was a genius in a way," Vale said.

But her home situation was taking a toll. Tensions with Roemer and Lewis flared, court filings show. Mary Jesus contended that she bore the brunt of their anger when another tenant called code inspectors.

By her account, Roemer pressed her to offer money to entice an elderly tenant to move out -- freeing the unit for a rent hike. Mary Jesus told tenants that the landlords were "evil."

In July 2000, court records indicate, she was taken to Alameda County Medical Center's psychiatric facility.

The following May, Roemer and Lewis notified her that her tenure as manager was over. She could keep her apartment but would be expected to pay rent of \$599.50 a month.

"She was a tough personality to deal with," said Steven Edrington, executive director of the Rental Housing Assn. of Northern Alameda County, a landlords group.

Roemer and Lewis did not respond to requests for an interview.

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Mary Jesus complained to the owners that she could not obtain rental receipts or locate the manager to pay. Sometimes, money orders were cashed, she documented in court filings, yet she was notified that her payments had not been received. She complained about junk in hallways and broken mailboxes.

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She objected fiercely to use of the name "Brazil" in letters from the owners, convinced that they did it to harass her. Her mental health was deteriorating.

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"I thought for sure that if I made it to 30 the demons would stop tormenting me," she wrote in her diary in late 2001. "But it has only gotten worse."

Mary Jesus often burned incense in her bathroom, triggering the fire alarm -- some believed intentionally. The manager encouraged tenants to file police reports against her after incidents of verbal abuse.

"I could tolerate Mary Jesus, but I can't say she was a good presence in the building," Andersen said. "I was always surprised there wasn't some way to get rid of such a disruptive tenant."

That, landlords say, is precisely the problem: Nuisance tenants are particularly hard to evict under the "just cause" law, Edrington said. "Nuisance is very hard to prove," he said. "Landlords are between a rock and a hard place."

So was Mary Jesus. She needed Medi-Cal coverage to pay for the mental health care she required. But she could receive Medi-Cal benefits only if she qualified for federal Supplemental Security Income, known as SSI.

Kimberly Satterfield, a county social worker who helps clients obtain SSI, tried to assist. She arranged for psychologist Jeremy Coles to evaluate Mary Jesus. Coles noted numerous problems, including borderline personality disorder. But SSI is difficult to obtain, Coles said, and such a diagnosis would not guarantee it. Mary Jesus chose not to undertake the grueling process.

"She's a classic person who falls through the cracks," he said. While Mary Jesus' condition made it hard for her to disengage from her landlords, Coles said, "she wouldn't have needed to be in this conflict had she gotten some support."

Satterfield bent the rules to keep seeing Mary Jesus. She scrounged up vouchers for a gym -- the closest thing to therapy the county could offer.

"She comes in completely dressed in black, with black gloves and sunglasses, and a jacket on that says 'Kill Christ,' and then she wonders why people are offended," Satterfield said. "It's like, 'Mary, well hello!'"

Then Satterfield was transferred to another unit. She last saw Mary Jesus in August 2003, when she took the stand in a small claims case that Mary Jesus had brought against Roemer. A month earlier, Mary Jesus had beat an eviction attempt by proving to a jury that her landlords had grossly miscalculated what she owed in back rent. Now she was suing for "intentional emotional distress." She lost.

Satterfield did not know whether Mary Jesus' landlords had wronged her, she testified, but the conflict had clearly triggered Mary's

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In late 2003 and early 2004, the landlord twice attempted to raise Mary Jesus' rent. She successfully fought both increases before Oakland's Rent Adjustment Program, arguing that she had not been given legal notice.

But in early 2004, a hearing officer inaccurately concluded that Mary Jesus was ahead of her rent. She took the liberty of paying less. For the first time in years, she bought a pair of shoes that cost more than \$100, black pumps with spiked silver heels. By the time the officer corrected his mistake, she was in arrears.

The rent board backed her again, ruling that she had fallen behind inadvertently. Even so, Mary Jesus owed her landlords \$1,018.77. That was "just cause" for removing her.

Last August, Roemer and Lewis filed another eviction action against her in Alameda County Superior Court.

"They wanted her out," said Mona Breed, director of the nonprofit Sentinel Fair Housing, where Mary Jesus sought help. "She kept reminding them about all the things she used to do that they no longer did."

Sentinel, which does not provide legal advice, referred Mary Jesus to attorneys. But -- buoyed by her first jury victory -- she chose to fight alone.

"The whole process of fighting them became her reason to be alive," Breed said.

Mary Jesus filed a new lawsuit against her landlords, alleging retaliation and discrimination because of her mental disability.

On Sept. 28, she pinned a new \$5 hairpiece to her bangs, donned a black velvet pantsuit and presented her defense in the eviction action. But she was now far enough behind in her rent that the judge ruled against her. The eviction was set for Oct. 7.

Mary Jesus was in her final stretch. "I will be homeless because I have nowhere else to live," she wrote in an Oct. 5 motion seeking a delay in the eviction. "I have attempted suicide in the past, and I'm afraid if I'm evicted, I will become suicidal again."

The next two months brought a series of emergency motions for reconsideration. Twice, Mary Jesus won 30-day stays of the eviction. To pay her rent, she borrowed \$900 from Vale's wife, Marian Wallace.

Twice, she was hospitalized at the county's psychiatric facility after exhibiting signs of extreme anxiety in court.

"I am scared and nervous," she wrote in one motion for a reprieve. "I am so close to having everything turn out OK. Please, please just give me one more chance. Just one more month, and all my court cases will be heard, and if I lose them I SWEAR! I WILL MOVE!"

Mary had a Dec. 17 hearing to present new facts. But on the morning of Dec. 7 -- the day of the scheduled eviction -- she learned that she had lost a final attempt to defer the ouster.

Once again, she was transported to the county psychiatric hospital in restraints.

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She was back in the psychiatric ward on Aug. 8. The following day, she was released to the custody of Wallace.

Edrington said that Lewis spent hours on the phone trying to track Mary Jesus down. He was astounded to hear she had been released.

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HEARING AND  
ARBITRATION PROGRAM  
2019 AUG -8 PM 4:20

In San Francisco, Wallace and Mary Jesus searched the Internet for rooms to rent. Mary Jesus did her laundry. When she left in the morning to run errands in Oakland, Vale and Wallace expected her back.

Instead, she wrote a suicide note, complete with court case numbers, and photocopied it. She took the elevator to the balcony of the Tribune tower, climbed the railing and tossed the notes. A crowd of 200 people gathered.

In negotiations with police and fire personnel, Mary Jesus at times moved away from the ledge and appeared to relax, witnesses said. Then she would scoot to the edge, prompting screams from onlookers.

After more than half an hour on the ledge, Mary Jesus' breathing quickened, and she plunged off the edge.

That day, her checking account posted a negative balance from an overdraft penalty.

Advocates for the disenfranchised have taken up Mary Jesus' story in search of a larger message. They point to a dearth of affordable housing and a legal system skewed against the poor, noting that for \$1,018.77, Mary Jesus' death might have been averted.

"The suicide of Mary Jesus is a prophetic warning of what Mohandas Gandhi once declared," wrote Terry Messman, editor of Street Spirit, a paper distributed by the homeless and published by the American Friends Service Committee. "Poverty is the worst form of violence."

Messman recently presented Mary Jesus' story to a nationwide gathering of community organizers and homeless activists in Berkeley.

"I believe this death was a profoundly important act of protest," Messman said in an interview. "She touched the heart of the community of Oakland in a way no other eviction has touched us and no other homeless death -- and there have been many -- has touched us."

Edrington blames a porous mental health system that makes property owners "the last line of defense."

"Obviously, Mary Jesus needed more than just regular housing," he said. "That's the tragedy."

"They were frustrated with her," he said of her landlords. "I know I wouldn't want her to be my tenant.... But nobody wants to see somebody go that way.... If we can all learn something from it, I'd like to."

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CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 AUG -8 PM 4:19

### RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L

### TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name Rori Abernethy	Complete Address (with Zip Code) 201 Athol Ave Apt # 201 Oakland, CA 94606	Telephone [REDACTED]
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 22

Are you current on your rent? Yes X No \_\_\_\_\_

#### Rental History:

Date you entered into the Rental Agreement for this unit: 10/2000

Date you moved into this unit: 10/2000

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes \_\_\_\_\_ No X

Initial Rent: \$ 1200

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity ( ) Water ( ) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other  
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes X No \_\_\_\_\_

Please list the date you first received the Notice to Tenants. I don't recall  
2019 AUG 28 PM 4:19

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?		
		From	To	Yes	No	Don't
I don't recall	Between 2005-2007	\$ 1200	\$ 1330	Yes	No	Don't recall
None given	1/1/08	\$ 1330	\$ 1465	Yes	<u>No</u>	
I don't recall	5/1/2014	\$ 1465	\$ 1479	Yes	No	Don't recall
I don't recall	5/1/2014 to present	\$	\$	Yes	No	Don't recall
5/20/2019	7/1/2019	\$ 1597	\$ 1652	<u>Yes</u>	No	
		\$	\$	Yes	No	
		\$	\$	Yes	No	

**Contested Justification(s) for Rent**

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- |  |                                   |
|--|-----------------------------------|
| <b>Banking</b>                         | <b>Debt Service</b>               |
| <b>Capital Improvements</b>            | <b>Uninsured Repair Costs</b>     |
| <b>Increased Housing Service Costs</b> | <b>Constitutional Fair Return</b> |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

**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.

Roi Abernethy  
Tenant's Signature

5/1/19  
Date

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

\_\_\_\_\_  
Date

**Important Information**

This form must be received at the following address within the time limits prescribed by Oakland

Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

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RELOCATION PROGRAM  
2019 AUG -8 PM 4:19

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

**Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.**

For an appointment to review a file call (510) 238-3721.

**MEDIATION PROGRAM**

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 Rent Adjustment Hearing Officer the same day.

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).

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

Ron Ahernethy  
\_\_\_\_\_  
Tenant's Signature (for Mediation)

5/1/19  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature (for Mediation)

\_\_\_\_\_  
Date



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

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 CITY OF OAKLAND  
 RENT ADJUSTMENT PROGRAM

2019 NOV -6 PM 3:07

**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 T19 - 0381**

Your Name <b>James Lewis (Ivy Hill Properties)</b>	Complete Address (with zip code) <b>1035 Underhills Road Oakland, CA 94610</b>	Telephone: [REDACTED]
Your Representative's Name (if any) <b>J. Hickingbotham</b>	Complete Address (with zip code) <b>1035 Underhills Road Oakland, CA 94610</b>	Telephone: [REDACTED]
Tenant(s) Name(s) <b>Rori Abernethy</b>	Complete Address (with zip code) <b>201 Athol Avenue #201 Oakland, CA 94606</b>	
Property Address (If the property has more than one address, list all addresses) <b>201 Athol Avenue, Oakland CA 94606</b>	Total number of units on property <b>22</b>	

Have you paid for your Oakland Business License? Yes  No  Lic. Number: **00073869**  
 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: **21-228-23-1**  
 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: **5 / / 2005**

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>
	<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"/>	<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 10/01/2000

The tenant's initial rent including all services provided was: \$ 1200 / 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? 04/06/2005

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.

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
<b>05/06/2019</b>	<b>07/01/2019</b>	\$ <b>1597</b>	\$ <b>1652</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>04/24/2018</b>	<b>06/01/2018</b>	\$ <b>1562</b>	\$ <b>1597</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>03/17/2017</b>	<b>05/01/2017</b>	\$ <b>1532</b>	\$ <b>1562</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>03/28/2016</b>	<b>05/01/2016</b>	\$ <b>1507</b>	\$ <b>1532</b>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>03/30/2015</b>	<b>05/01/2015</b>	\$ <b>1479</b>	\$ <b>1507</b>	<input checked="" 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.

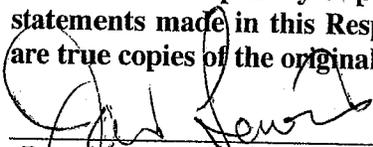
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

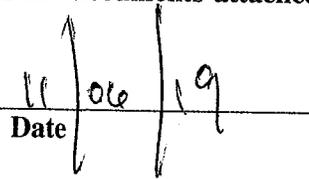
### IV. DECREASED HOUSING SERVICES

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.

### 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

  
\_\_\_\_\_  
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

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

City of Oakland  
Rent Adjustment Program  
Case Number T19-0381

Addendum #01

1. Response to item a on Grounds for Petition: We only raise rent as allowed by the City of Oakland Rent Board guidelines each year (banking as allowed and/or appropriate). Below we will detail the tenants two contested rent increases listed on the Tenant Petition;
  - a. The contested rent increase for 1/1/2008 from \$1330 to \$1435. This rent increase never happened. The tenant and the owners re-negotiated/signed a new lease (attached) on 12/26/2007 based on an agreement to install new flooring in the tenant's unit. The lease stated that new rent shall be \$1465, although there was an additional term that stated, "effective Jan 1, 2010 rent will be \$1330 subject to increases from Jan 1, 2008 according to cost of living index and City of Oakland Rent Program." From January 2008 through December 2009 the rent remained \$1330. Then in January 2010 per the terms of the lease the rent was increased to 1381 (2008 rent board increase of 3.2% + 2009 rent board increase of 0.7% = 3.9% increase). You can see this evidence on the tenant ledger included. After that the tenant's rent remained at \$1381 until May 2014 when it was increased to \$1479 (see attached letter from Rori's attorney and notes below in attachment list) through rent banking (2011 rent board increase of 2% + 2012 rent board increase of 3% + 2013 rent board increase of 2.1% = 7.1% increase). To summarize, the tenant agreed to a new lease with the base rent being \$1330 subject to the increases in January 2010. So, no increase to \$1435 in January of 2008.
  - b. The increase that was effective July 1, 2019 was raised 3.5% as allowed by the City of Oakland Rent Board. We noticed the tenant with the increase letter and included the "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" (RAP form). Even though the tenant stated that she received the notice on May 20, 2019, that is still 30 days prior to the rent increase effective date. In addition, the tenant received and signed a RAP form many years prior to this (see notes below on item e from the Tenant Petition).
2. Response to item c on Grounds for Petition: We have never increased this tenant's rent more than what was allowed as a yearly increase or on a rent banking method.
3. Response to item e on Grounds for Petition: The tenant has received and signed a RAP Form on 4/6/2003, which is prior to any of the tenants contested increases. We have included a copy of this.
4. Response to item f on Grounds for Petition: We always follow the City of Oakland and California State laws in the operation of our properties including serving tenants with rent increases.

5. Response to item i on Grounds for Petition: The tenant is correct that she and all of our tenants can notify management by multiple means. Whenever we are notified of a repair or complaint we take the necessary steps to work on rectifying it. For a while we did have a few issues with unit 207 on Rori's floor. **Smoking** – The two previous tenants in unit 207 did smoke and continued to do so after multiple notices from us to not do this. Both of these tenants have subsequently moved out. **Prostitutes and Drug Dealers** – We had no clear knowledge about either of these. As mentioned above we did have issues with the two previous tenants, one of which we had to work with her family to make sure she was able to move to a facility that could assist her with her psychological issues. This lady did bring some unknowing individuals into the building during the time we were working with her family, and as soon as they were able to move her out that problem ceased. **Elevator** – Many people use the elevator in this building on a regular basis and Tenants use the elevator to move in and out. In addition to that we have a few elderly tenants with canes/walkers/wheelchairs. Due to this use the elevator car wall paint does get chipped/scratched from time to time. We repaint as needed and we have a monthly elevator service contract to ensure the safe operation of this. In addition, there is a yearly inspection with the State of California elevator division to confirm we are in compliance. **Common area and carpets** – When the current owners acquired the building the hallways were very dark and dreary. The carpet was extremely old and held together/down with duct tape. Shortly after the new owners acquisition they painted the hallways/doors with a brighter paint, installed new carpet, and better lighting. We tour the building on a regular basis and take care of any work as necessary. Our onsite manager also maintains/cleans on a regular basis. The tenant has better services than they had prior to originally moving into the property.
6. Response to item k on Grounds for Petition: You can see from the table below that the increases we have given since August 2014 have not even closely totaled 30%.

Date Given	Effective Date	Rent From	Rent To	Allowed %
05/06/19	07/01/19	\$1597	\$1652	3.5% (2019)
04/24/18	06/01/18	\$1562	\$1597	2.3% (2017)
03/17/17	05/01/17	\$1532	\$1562	2.0% (2016)
03/28/16	05/01/16	\$1507	\$1532	1.7% (2015)
03/30/15	05/01/15	\$1479	\$1507	1.9% (2014)
			Total % increase	= 11.4%

All of these above allowable rent increases were rounded down.

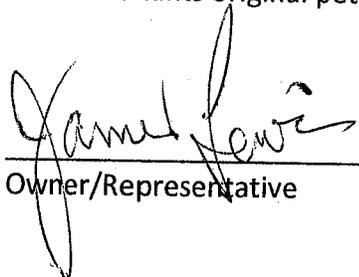
The below table is just for a point of reference as to a couple of the utility cost increases on the property.

Utility	Feb 2014 Cost	Feb 2019 Cost	% Increase
PG&E	\$830	\$1053	27%
EBMUD	\$280	\$874	212%
Waste Management	\$630	\$901	43%

We have been in property management for 38 years and have managed this building for approximately 14 years.

Attached with the City of Oakland Rent Adjustment Program Property Owner Response:

- Current Business License
- City of Oakland – 2019 Rent Adjustment Program Payment form (paid on 1/3/19)
- Original Lease 10/01/2000
- Renegotiated Lease signed 12/26/2007
- Rent increase letters dated 05/06/2019, 04/24/2018, 03/16/2017, 03/28/2016, and 03/30/2015
- Letter dated May 17, 2015 stating we have not received the tenant's rent of \$1507
- Letter from attorney Edward A. Nagy dated July 1, 2014 (three pages with copies of checks and Three Day Notice) on two checks that were returned to Rori after a Three Day Notice posting. This correspondence acknowledges that the tenants rent was \$1479 in 2014. This is the amount the May 2015 rent increase was based off of in the table above as well as the information in the Owner Response form.
- Tenant ledger for the period of 12/26/2007 to 07/01/2014 (9 pages). On page one you can see the notes about the new flooring agreement and the rent amount of \$1330. On page 4 you can see the notes on 01/01/2010 about the rent increase agreed to on the new lease and the new rent of \$1381. On page 9 you can see notes on 05/01/2014 about the rent increase to \$1479. You can also see a pattern of non-consistent amount payments.
- Tenants original petition T19-0381 date stamped 8-8-19

  
\_\_\_\_\_  
Owner/Representative

11/06/19  
\_\_\_\_\_  
Date

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES.

**CITY OF OAKLAND  
BUSINESS TAX CERTIFICATE**

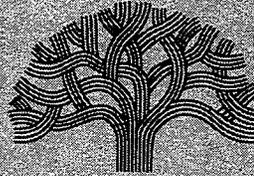
**ACCOUNT  
NUMBER**  
00073869

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

**DBA**           ATHOL LLC

**BUSINESS LOCATION**   201 ATHOL AVE  
OAKLAND, CA 94606-1374

**BUSINESS TYPE**       M   Rental- Apartment



**EXPIRATION DATE**  
12/31/2019



ATHOL, LL  
1035 UNDERHILLS RD  
OAKLAND, CA 94610-2528

THIS DOCUMENT IS ALTERATION PROTECTED AND REFLECTS FLUORESCENT FIBERS UNDER UV LIGHT.

A BUSINESS TAX CERTIFICATE  
IS REQUIRED FOR EACH  
BUSINESS LOCATION AND IS  
NOT VALID FOR ANY OTHER  
ADDRESS.

ALL OAKLAND BUSINESSES  
MUST OBTAIN A VALID  
ZONING CLEARANCE TO  
OPERATE YOUR BUSINESS  
LEGALLY. RENTAL OF REAL  
PROPERTY IS EXCLUDED  
FROM ZONING.

PUBLIC INFORMATION ABOVE  
THIS LINE TO BE  
CONSPICUOUSLY POSTED!

000275

**ENTERED**



**PAID**  
1/14/19  
JCH VISA  
+ reimburse

**Guest**

Find Account → Registration → Calculation → Payment → **Receipt**

Home Report a Problem

Account # 00073869  
ATHOL LLC

**Business License Online Renewal** **Secure**

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date 1/14/2019  
Confirmation # 89504

**Account Information**

Account # 00073869  
Expire Date 12/31/2019  
Name ATHOL LLC  
Address 201 ATHOL AVE  
City OAKLAND  
Phone (510) 452-0386

**Summary**

STD	Amount
Enter 2018 Gross Receipts (If you received a 'Blue' renewal form, enter estimated 2018 Gross Receipts)	298,500 \$4,164.08
Enter # of Employees - No Fee Associated	\$0.00
BT SB 1188 (AD1379)	1 \$4.00
BT Recordation and Tech	1 \$3.00
<b>Total Due</b>	<b>\$4,171.08</b>

**Payment Information**

Payment Amount \$4,171.08

After printing or saving this page for your records, you may close this browser window/tab.

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City of Oakland  
City Clerk  
Board of Supervisors  
City Manager

Services  
News & Updates  
Events  
Documents

#OaklandLoveLife  
Oakland Library  
Visit Oakland  
Oakland Museum

For Assistance  
311 or 510-238-3704  
www.oakland.gov

Oakland Signage  
1 Frank J. Bagnall Dr  
Oakland, CA 94612

**000276**



News Services Departments Events Officials

PAID 1/3/19

Jett VJSA + re. Athol

Home Report Print

Account # 00073870 ATHOL LLC

jch

Find Account → Registration → Calculation → Payment → Receipt

Business License Online Renewal

PRINT THIS PAGE FOR YOUR RECORD

Your business license renewal has been successfully submitted. You will receive a link to print your business license shortly. Please allow up to 10 working days. If you have any questions, please contact the Business Tax office at (510) 238-3704. Thank you. Business Tax Office City of Oakland

Submission Date 1/3/2019  
Confirmation # 85000

Account Information

Account # 00073870  
Expire Date 12/31/2019  
Name ATHOL LLC  
Address 201 ATHOL AVE  
City OAKLAND  
Phone (510) 452-0386

Summary

	Amount
STD	
Total # of units per Alameda County Records: 22	\$1,496.00
<b>Total Due</b>	<b>\$1,496.00</b>

Payment Information

Payment Amount \$1,496.00

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311 or 510-431-5000  
Relay Services

Oakland City Hall  
1 Frank H. Ogden  
Oakland, CA 94612

000277

## FIELD MANAGEMENT CORPORATION

## Lease-Rental Agreement

Tenant: Rori Abernethy Monthly rent: 1200.<sup>00</sup>  
 Address of premises: 201 Athol Ave #201 Additional tenants who will reside in the premises: \_\_\_\_\_  
Oakland, CA 94608  
 Date tenancy begins: 10/1/00

Tenant hereby offers to rent the above named premises from Field Management Corporation under the following terms and conditions. These terms and conditions are covenants of this lease and failure to abide by these covenants shall be good cause to terminate this lease agreement.

1. **Term:** The term of this lease shall commence on 10/1/00 and shall continue on a month-to-month basis thereafter. Either party may terminate the same by giving the other party seven (7) days written notice provided that tenant agrees not to terminate prior to the expiration of six (6) months.
2. **Rent:** Tenants rent is payable in advance on the first day of each calendar month to Field Management Corporation or its authorized agent. Rent is to be paid by local check or money order made payable to Field Management Corporation. Upon seven (7) days written notice, Field Management Corporation may require tenant to pay rent in the form of a certified check or money order. In the event rent is not paid within five (5) days or tendered payment by check is dishonored by any bank, tenant agrees to pay the reasonable costs of such late or dishonored payment not to exceed \$25.00 per monthly payment.
3. **Occupancy and Use:** It is expressly understood that this agreement is between Field Management Corporation and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. The premises shall be used as a residence solely by the undersigned tenants with no more than 1 adults and 0 children and for no other purpose, without the prior written consent of Field Management Corporation. Occupancy by non-resident guests staying more than 10 days will be considered a violation of this provision.
4. **Utilities:** Tenant shall be responsible for payment of all utilities which are separately provided to his premises. Field Management Corporation shall pay for water and garbage, excluding service required in addition to standard monthly charges.
5. **Pets:** No pets shall be brought on the premises without the prior consent of Field Management Corporation.
6. **Assignment and Subletting:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of Field Management Corporation which may not be unreasonably withheld.
7. **Entry and Inspection:** Tenant shall permit Field Management Corporation or its agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees. In an emergency, Field Management Corporation or its agent may enter the premises at any time without securing prior permission from tenant for the purpose of making corrections or repairs to alleviate such emergency. Tenant may not change locks on the premises without the prior written permission of Field Management Corporation. Tenant must provide Field Management Corporation with a key to any device which restricts the opening of any door or window of the premises.
8. **Security Deposit:** A security deposit, as set forth in the "Security Deposit and Premises Inspection Receipt," if any, shall secure the performance of tenants' obligations hereunder. Field Management Corporation may, but shall not be obligated to, apply all or portions of said deposit on account of tenants' obligations hereunder. Tenant shall not have the right to apply the security deposit in payment of last month's rent. Any balance remaining upon termination shall be refunded to tenant within two weeks from date possession is delivered to Field Management Corporation or its authorized agent, along with a statement showing any charges made against such deposits by Field Management Corporation.
9. **Maintenance, Repairs, or Damage:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment, appliances, and furnishings therein. Upon termination, tenant shall surrender these items in as good condition as received, normal wear and tear excepted. Tenant is responsible for repairs to the premises which are not caused by normal wear and tear. Such repairs include, but are not limited to, broken windows and doors attributable to tenant or his guests, pipe blockages caused by tenant, and repairs to fixtures and appliances which are necessary because of tenants improper use. Tenant shall not allow any person on the premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or premises or the facilities, equipment, or appurtenances thereof. Nor shall tenant engage in any such conduct himself. Tenant agrees to be financially responsible for damage to the structure, premises, appliances, or fixtures which is caused by negligence, lack of due care, or improper use of these facilities by tenant or his guests.

000278

10. Alterations: Tenant shall not paint, paper, or otherwise redecorate or make any other alterations or additions to the premises without the prior written consent of Field Management Corporation. Carpets, drapes, fixtures, and appliances are provided in an "as is" condition. Field Management Corporation does not guarantee nor will they provide a constant level of quality. If tenant desires a higher quality than is being provided, tenant shall be allowed, at tenant's own expense, to upgrade the quality through the use of Field Management Corporation's usual suppliers and contractors. Any such improvement will be considered as a permanent addition to the premises and may not be removed when the tenancy terminates.
11. Indemnification and Hold-Harmless Clause: Tenant hereby expressly releases Field Management Corporation from any and all liability for loss or damage to tenant or any of tenant's property caused by water leakage, breaking pipes, theft, fire, vandalism, or any other cause beyond the reasonable control of Field Management Corporation. Field Management Corporation shall not be liable for any damage or injury to tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Field Management Corporation, its agents, or its employees. Tenant agrees to hold Field Management Corporation harmless from any claims for damages no matter how caused, except for injury or damages for which Field Management Corporation is legally responsible.
12. Default: If tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Field Management Corporation, at its option, may terminate all rights or tenancy hereunder, unless tenant, within said time, shall cure such default. If tenant abandons or vacates the property while in default, Field Management Corporation may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Field Management Corporation reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Field Management Corporation for the payment of all sums due hereunder, to the maximum extent allowed by law.
13. House Rules: Tenant agrees to abide by any and all house rules, whether established before or after the execution hereof. These rules shall include, but not be limited to, noise, odors, disposal of refuse, parking, and use of common areas. Tenant shall not have a waterbed on the premises without the prior written consent of Field Management Corporation.
14. Ordinances and Statutes: Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Tenant shall not maintain a nuisance on the premises. Nuisance shall include, but not be limited to, excess noise created by the tenant, his activities, or his guests.
- If the premises is located in Oakland, California, tenant hereby acknowledges that he has been informed of Ordinance #9988 and the existence of the Residential Rent Arbitration Board.
15. Waiver: No failure of Field Management Corporation to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Field Management Corporation's right to the full amount thereof.
16. Notices: Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to tenant at the premises or to Field Management Corporation at the address shown below or at such other places as may be designated by the parties from time to time.
17. Time: Time is of the essence of this agreement.
18. Additional Terms and Conditions:

Entire Agreement: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

The undersigned tenant(s) hereby acknowledges receipt of a copy hereof.

Dated: 10/1/60

Field Management Corporation

Tenant

Tenant

Tenant

Tenant

By: A. Juco

110 JL-pls ch m2- mpaic

# Residential Lease/Rental Agreement & Deposit Receipt

RECEIVED FROM Rori A Sheenethy, hereinafter referred to as Tenant,

The sum of \$                      evidenced by James Lewis as a deposit which, upon acceptance of this agreement, the Owner of the premises, hereinafter referred to as Owner shall apply as follows:

Deposit Received      Balance Owed Prior to Occupancy

Rent from _____ to _____	\$ <u>                    </u>	\$ <u>                    </u>
Security Deposit (not applicable toward last month's rent)	\$ <u>1400.00</u>	\$ <u>                    </u>
Other _____	\$ <u>                    </u>	\$ <u>                    </u>
Total _____	\$ <u>1400.00</u>	\$ <u>                    </u>

In the event that this agreement is not accepted by the Owner or his authorized agent within \_\_\_\_\_ days, the total deposit Received shall be refunded. Tenant hereby offers to rent from Owner the premises situated in the City of OAKLAND

County of Alameda, State of California, described as 2015 Ashol Apt 201

consisting of 2 Bedrm, stove, ref, window coverings, upon the following terms and conditions:

**TERM:** The term shall commence on JAN, 2008 and continue (check one of the two):  
 until December 31, 2008 and then revert to a month to month lease as described below  
 on a month to month basis, until either shall terminate the same by giving the other party a \_\_\_\_\_ day written notice.

**RENT:** Rent shall be \$ 1465.00 per month, payable on the 1<sup>st</sup> day of each month to Owner or his authorized agent at

the following address: P.O. Box 20545 OAKLAND, CA 94620

after due date Tenant agrees to pay a late charge of \$ 50.00. Tenant agrees further to pay \$ 50.00 for each bounced check. Unpaid balances remaining after termination of occupancy are subject to maximum interest allowed by law.

**MULTIPLE OCCUPANCY:** It is expressly understood that this agreement is between the Owner and each signatory, individually and severally. In the event of default by any one signatory, each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement.

**UTILITIES:** Tenant shall be responsible for the payment of all utilities and services, except garbage, water which shall be paid by Owner.

**USE:** The premises shall be used exclusively as a residence for no more than 2 persons.

**PETS:** No pets shall be brought on the premises without prior written consent of Owner.

**HOUSE RULES:** In the event that the premises are a portion of a building containing more than one unit, Tenant agrees to abide by all house rules, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas. Waterbeds are not allowed.

**ORDINANCES AND STATUTES:** Tenant shall comply with all statutes, ordinances, and requirements of all city, state, and federal authorities now in force, or which may be in force, pertaining to use of premises.

**SUBLETTING:** Tenant shall not sublet any portion of the premises without prior written consent of the Owner.

**MAINTENANCE, REPAIRS, ALTERATIONS:** Tenant acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the premises in a clean and sanitary manner including all equipment and appliances, therein, and shall surrender the same at termination in as good condition as received, normal wear and tear excepted. Tenant shall be responsible for damages caused by his negligence and that of his family or invitees. This includes any blockage in the kitchen or bathroom drains, toilet blockage caused by tenant negligence. Any rekeying or changing of locks will be charged to the tenant at \$50.00 per lock; tenant is responsible for paying for all additional keys. Tenant shall not paint, paper, or otherwise redecorate or make alterations to the premises without the prior written consent of the Owner. The cost to restore the unit to the original condition including paint colors, if changed, shall be born by the tenant, excluding normal wear and tear. Tenant shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish or weeds if such grounds are a part of the premises and are exclusively for the use of the Tenant. Tenant shall not commit litter upon said premises, or any nuisance or act which may disturb the quiet enjoyment of any tenant in the building. Garbage is to be separated into recyclables and trash, and placed in proper containers.

JAN 1 2008  
OAKLAND  
CITY OF OAKLAND  
RENTAL  
COST OF  
RENTAL  
PROGRAM

000280

**INVENTORY:** Any furnishings and equipment to be furnished by Owner shall be set out in a special inventory. The inventory shall be signed by both Tenant and Owner concurrently with this Lease and shall be a part of this Lease.

**DAMAGES TO PREMISES:** If the premises are so damaged by fire or from any other cause as to render them unlivable, then either party shall have the right to terminate this Lease as of the date on which such damage occurs, through written notice to the other party, to be given within fifteen (15) days after the occurrence of such damage; except that should such damage or destruction occur as the result of the abuse or negligence of Tenant, or his invitees, then Owner only shall have the right of termination. Should this right be exercised by either Owner or Tenant, then rent for the current month shall be prorated between the parties as of the date the damage occurred and any prepaid rent and unused security deposit shall be refunded to Tenant. If this Lease is not terminated, then Owner shall promptly repair the premises and there shall be a proportionate deduction rent until the premises are repaired and ready for Tenant's occupancy. The proportionate reduction shall be based on the extent to which the making of repairs interferes with Tenant's reasonable use of the premises.

**ENTRY AND INSPECTION:** Owner shall have the right to enter the premises: (a) in case of emergency, (b) to make necessary or agreed upon repairs, alterations, improvements, supply necessary or agreed services, exhibit the premises to prospective or actual purchasers, mortgagees, tenants, workmen, or contractors; (c) when tenant has abandoned or surrendered the premises. Except under (a) and (c), entry may not be made other than during normal business hours, and without not less than 24 hours prior notice to Tenant.

**INDEMNIFICATION:** Owner shall not be liable for any damage or injury to Tenant, or any other person, or to any property, occurring on the premises, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Owner, his agents, or his employees. Tenant agrees to hold Owner harmless from any claims for damages no matter how caused, except for injury or damages for which Owner is legally responsible.

**POSSESSION:** If Owner is unable to deliver possession of the premises at the commencement hereof, Owner shall not be liable for any damage caused thereby, nor shall this agreement be void or voidable, but Tenant shall not be liable for any rent until possession is delivered. Tenant may terminate this agreement if possession is not delivered within \_\_\_ days of the commencement of the term hereof.

**DEFAULT:** If Tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Owner, at his option, may terminate all rights of Tenant hereunder, unless Tenant, within said time, shall cure such default. If Tenant abandons or vacates the property while in default of the payment of rent, Owner may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Owner reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Owner for the payment of all sums due hereunder, to the maximum extent allowed by law.

In the event of a default by Tenant, Owner may elect to (a) continue the lease in effect and enforce all his rights and remedies hereunder, including the right to recover the rent as it becomes due, or (b) at any time, terminate all of Tenant's rights hereunder and recover from Tenant all damages he may incur by reason of the breach of the lease including the cost of recovering the premises and including the worth at the time of such termination or at the time of an award if suit be instituted to enforce this provision of the amount by which the unpaid rent for the balance of the term exceeds the amount of such rental loss which the Tenant proves could be reasonably avoided.

**SECURITY:** The security deposit set forth, if any, shall secure the performance of Tenant's obligations hereunder. Owner may, but shall not be obligated to, apply all of portions of said deposit on account of Tenant's obligations hereunder. Any balance remaining upon termination shall be returned to Tenant. Tenant shall not have the right to apply the security deposit in payment of the last month's rent.

**DEPOSIT REFUNDS:** The balance of all deposits shall be refunded within three (3) weeks from date possession is delivered to Owner or his agent, along with a statement showing any charges made against such deposits by Owner.

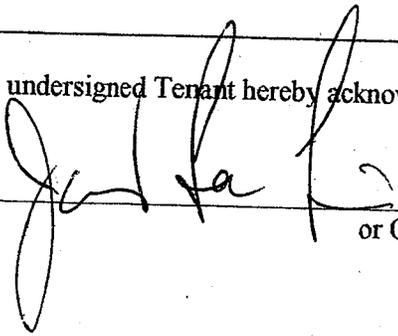
**NOTICES:** Any notice which either party may give or is required to give may be given by mailing the same to Tenant at the premises, or to Owner at the address shown below, or at such other places as may be designated by the parties from time to time.

**OTHER TERMS:** \_\_\_\_\_

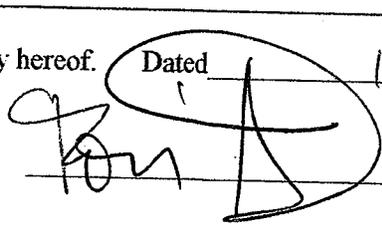
The undersigned Tenant hereby acknowledges receipt of a copy hereof.

Dated

12/26/07



Owner  
or Owner's Representative



Tenant

Tenant

Tenant

000281

CITY OF OAKLAND



250 FRANK H. OGAWA PLAZA, SUITE 5313, OAKLAND, CALIFORNIA 94612-2034

Community and Economic Development Agency  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

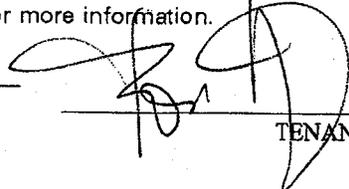
**NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM**

- The City of Oakland has a Residential Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the Rent Adjustment Program office. This Program limits rent increases and changes in tenancy terms for covered residential rental property in Oakland.
- You have a right to file a petition with the Rent Adjustment Program to contest rent increases which are greater than the annual general rent increase (the CPI increase). A landlord can increase rents more than the CPI increase for certain costs increases including: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The current annual increase is online at <http://www.oaklandnet.com/government/hcd/rentboard/ordinance.html> or call the office.
- If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
- To contest a rent increase, you must file your petition within sixty (60) days after first receiving written notice of the Residential Rent Adjustment Program using the Rent Program's form, or within sixty (60) days of receiving a notice of rent increase or change in tenancy, whichever is later.
- You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, including the contested increase, until you file your petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage, but only if the CPI increase amount has been set out separately on the notice of rent increase. If it has **not** been separately stated, you must only pay the rent you were paying before the rent increase notice.
- If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
- In most Rent Units, Oakland does not permit evictions except where the landlord has certain just causes to evict. The just causes that allow a landlord to evict a tenant include: non-payment of rent, breach of the rental agreement, using the Rent Unit for illegal activities, damage to the Rental Unit, move-in by the landlord or the landlord's relative, and major code related repairs.
- Oakland charges landlords a \$24 per unit Rent Program Service Fee. The landlord is entitled to get half of the fee (\$12) per unit from you. The \$12 you pay for the annual fee is not part of the rent.

The Oakland Municipal Code requires that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex **must** be evicted. If the owner does not evict, the City Attorney may do so. See the Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) for more information.

I received a copy of this notice on

4/6/05  
DATE



TENANT SIGNATURE

05/06/2019

Athol LLC  
1035 Underhills Road  
Oakland, CA 94610

Rori Abernethy  
201 Athol Avenue  
#201  
Oakland, CA 94606

Re: Notice of change of monthly rent

Dear Rori Abernethy:

Thank you for your continued residency at 201 Athol Avenue - #201. The below increase is within the City of Oakland guidelines and the "**NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**" is attached to this increase notification.

You are hereby given this 30 day written notice that effective 07/01/2019 your monthly rent, which is payable on or before the first day of each month, will be \$1,652.00 instead of \$1,597.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Regards,

Athol LLC

000284

04/24/2018

Athol LLC  
1035 Underhills Road  
Oakland, CA 94610

Rori Abernethy  
201 Athol Avenue  
#201  
Oakland, CA 94606

Re: Notice of change of monthly rent

Dear Rori Abernethy:

Thank you for your continued residency at 201 Athol Avenue - #201. The below increase is within the City of Oakland guidelines and the **"NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM"** is attached to this increase notification.

You are hereby given this 30 day written notice that effective 06/01/2018 your monthly rent, which is payable on or before the first day of each month, will be \$1,597.00 instead of \$1,562.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Regards,

Athol LLC

000285

2/16

March 16, 2017

Rori Abernathy

201 Athol Avenue #201

Oakland, CA 94606

Dear Resident:

Please allow this letter to serve as written thirty day notice that effective with your May 1, 2017 rental payment, your monthly rent is being raised to \$1,562. This increase is within the City of Oakland's guidelines and the "Notice to tenants of the Residential Rent Adjustment Program" is attached to this increase notification.

Sincerely,

Athol LC

PO Box 20545

Oakland, CA 94620

000286

March 28, 2016

Rori Abernathy

201 Athol Avenue #201

Oakland, CA 94606

Dear Resident:

Please allow this letter to serve as written thirty day notice to you that effective with your May 1, 2016 rental payment, your monthly rent is being raised to \$1,532. This increase is within the City of Oakland guidelines and the "Notice to Tenants of the Residential Rent Adjustment Program" is attached to this increase notification.

Sincerely,

Athol LLC  
PO Box 20545  
Oakland, CA 94620

000287

March 30, 2015

Rori Abernathy  
201 Athol Avenue #201  
Oakland, CA 94606

Dear Resident:

Please allow this letter to serve as written thirty day notice to you that effective with your May 1, 2015 rental payment, your monthly rent is being raised to \$1,507. This increase is within the City of Oakland guidelines and the "Notice to tenants of the Residential Rent Adjustment Program: is attached to this increase notification.

Sincerely,

Athol LLC  
PO Box 20545  
Oakland, CA 94620

000288

May 17, 2015

Rori Abernathy

We don't have your May rent of \$1507. We don't want to start the legal process. Please send to us not later than 1:30 PM Wed May 20, 2015.

Athol LLC

PO Box 20545

Oakland, Ca 94620

510 653-6494

What is your e-mail address? Our's is IvyOakland@gmail.com

000289

*fy*

**EDWARD A. NAGY  
ATTORNEY AT LAW**

510 - 3<sup>rd</sup> STREET, SUITE 101  
OAKLAND, CA 94607  
(510) 839-2074

July 1, 2014

Rori Abernathy  
201 Athol Avenue, Apt. 201  
Oakland, CA 94606

Re: My client: Athol, LLC

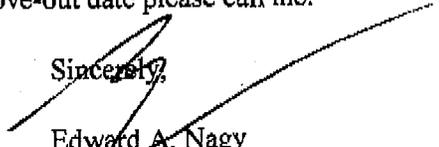
Dear Ms. Abernathy;

My client has forwarded two checks, each dated July 1, 2014 to my office. One check is in the amount of \$820.00 and the other for \$1,479.00. The checks have been rejected by Athol, LLC because they were received after the expiration of the 3 day notice to pay rent or quit.

You may come to my office Monday through Friday between the hours of 9:15 a.m. and 4:00 p.m. to retrieve the checks, or upon written instructions from you, I will have the checks mailed to you by first class mail, postage prepaid.

My client wishes to have possession of the premises. If you would like to discuss a settlement wherein we can agree on a move-out date please call me.

Sincerely,

  
Edward A. Nagy

EAN.bmm  
cc. Client

000290

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 201 ATHOL AVENUE APT #201

\$820.00

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER  
Please Direct Any Questions To  
(855) 739-0856  
ONLINE BANKING - BILL PAYMENT

35/1210

0000005275

RORI S. ABERNETHY

July 01, 2014

BANK OF AMERICA, N.A.

MEMO: Payment for Laminate Flooring

DOLLARS

Pay EIGHT HUNDRED TWENTY AND 00/100

\$ \*\*\*\*\*820.00

TO ATHOL LLC  
THE PO BOX 20545  
ORDER OAKLAND, CA 94620-0545  
OF



Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

DOCUMENT CONTAINS COLORED BACKGROUND ON WHITE PAPER. "VOID" FEATURE, SIMULATED WATERMARK (REVERSE SIDE) MICRO-PRINT BORDER.

Account: 201 ATHOL AVENUE APT #201

\$1,479.00

PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER  
Please Direct Any Questions To  
(855) 739-0856  
ONLINE BANKING - BILL PAYMENT

35/1210

0000005274

RORI S. ABERNETHY

July 01, 2014

BANK OF AMERICA, N.A.

MEMO: Rent for 201 Athol Avenue Apt #201

DOLLARS

Pay ONE THOUSAND FOUR HUNDRED SEVENTY NINE AND 00/100

\$ \*\*\*\*\*1,479.00

TO ATHOL LLC  
THE PO BOX 20545  
ORDER OAKLAND, CA 94620-0545  
OF



Void After 180 DAYS  
Signature On File  
This check has been authorized  
by your depositor

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

RECEIVED

MAY 6 2014

THREE DAY NOTICE TO PAY RENT OR QUIT

OAKLAND RENT ADJUSTMENT

TO Rori Abernethy tenant(s) in possession.

WITHIN THREE DAYS after service upon you of this notice, you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession, amounting to the sum of \$806.00 dollars, which became due on the dates indicated:

<u>DATE</u>	<u>RENT</u>	<u>AMOUNT</u>
May 2014	\$1,479.00	\$806.00 unpaid

or you are hereby required to deliver up possession of the hereinafter described premises, within THREE DAYS after service on you of this notice, to ATHOL LLC, who is authorized to receive the same, or the undersigned will institute legal proceedings against you to declare the forfeiture of the lease or rental agreement under which you occupy the hereinbelow described property, and to recover possession of said premises, with past due rent and damages. The premises herein referred to are situated at:

201 Athol Avenue #201, Oakland, California 94606

You are further notified that the undersigned does hereby elect to declare the forfeiture of the lease or rental agreement under which you hold possession of the above described premises.

Rent may be paid to -Athol LLC via US MAIL at PO Box 20545 Oakland California 94620 between the hours of \_\_\_\_\_

( ) Mon thru Fri (XX) Mon thru Sat ( ) Mon thru Sun Phone No: (510) 653-6494

IF THE TENANCY TERMINATES PURSUANT TO THIS THREE DAY NOTICE, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the Owner/Agent as directed below to request an initial inspection.

If you request the inspection, THE INSPECTION WILL TAKE PLACE ON: CALL TO SCHEDULE at \_\_\_\_\_(time), which is at least 48 hours after service of this notice. Please contact the Owner/Agent if you wish to reschedule the inspection for another day or time prior to the termination of your tenancy. This Notice services as your 48 hours notice prior to Owner/Agent's entry into your unit.

This notice is given in good faith with honest intent and no ulterior motive pursuant to Section 6.A(1) of Oakland Just Cause for Eviction Ordinance.

DATED: May 5, 2014

By:

Mark Roemer  
Mark Roemer, Manager Member, Athol LLC

Information regarding evictions is available from the City of Oakland's Rent Program. Parties seeking legal advice concerning evictions should consult with an attorney. The rent board is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, Telephone (510) 238-3721, [www.oaklandnet.com](http://www.oaklandnet.com) (as of January 2004)

Cc: Oakland Rent Board

000292

Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
12/26/2007	Security Deposit per New Lease Agreement			1,400.00			\$ 1,400.00
01/01/2008	Per agreement regarding new floor cost of \$3,240, tenant will pay 1/24 of total cost every month for 24 months						
01/01/2008	January 2008 rent & floor costs (1/24 of \$3240)	1,330.00	135.00				2,865.00
01/08/2008	Payment from tenant					\$ (710.00)	\$ 2,155.00
01/09/2008	LATE FEE				\$ 50.00		\$ 2,205.00
01/15/2008	Payment from tenant					\$ (725.00)	\$ 1,480.00
02/01/2008	February 2008 rent & floor costs	1,330.00	135.00				\$ 2,945.00
02/05/2008	Payment from tenant					\$ (710.00)	\$ 2,235.00
02/09/2008	LATE FEE				\$ 50.00		\$ 2,285.00
02/12/2008	Payment from tenant					\$ (725.00)	\$ 1,560.00
03/01/2008	March 2008 rent & floor costs	1,330.00	135.00				\$ 3,025.00
03/04/2008	Payment from tenant					\$ (710.00)	\$ 2,315.00
03/09/2008	LATE FEE				\$ 50.00		\$ 2,365.00
03/24/2008	Payment from tenant					\$ (725.00)	\$ 1,640.00
04/01/2008	april 2008 rent & floor costs	1,330.00	135.00				\$ 3,105.00
04/09/2008	LATE FEE				\$ 50.00		\$ 3,155.00
04/09/2008	Payment from tenant					\$ (710.00)	\$ 2,445.00
04/22/2008	Payment from tenant					\$ (725.00)	\$ 1,720.00
05/01/2008	May 2008 rent & floor costs	1,330.00	135.00				\$ 3,185.00
05/07/2008	MO57-65203734					\$ (225.00)	\$ 2,960.00
05/07/2008	MO 57-65203733					\$ (500.00)	\$ 2,460.00
05/09/2008	LATE FEE				\$ 50.00		\$ 2,510.00
05/26/2008	Check 1075					\$ (680.00)	\$ 1,830.00
06/01/2008	June 2008 rent	1,330.00	135.00				\$ 3,295.00
06/09/2008	LATE FEE				\$ 50.00		\$ 3,345.00
06/13/2008	Payment from tenant					\$ (680.00)	\$ 2,665.00
06/13/2008	Payment from tenant					\$ (725.00)	\$ 1,940.00
07/01/2008	July 2008 rent	1,330.00	135.00				\$ 3,405.00
07/07/2008	Check 0008010907					\$ (1,405.00)	\$ 2,000.00

000293

Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
08/01/2008	August 2008 rent	1,330.00	135.00				\$ 3,465.00
08/05/2008	Check 0008015439					\$ (740.00)	\$ 2,725.00
08/05/2008	MO 57-57474109					\$ (500.00)	\$ 2,225.00
08/05/2008	MO 57-57474110					\$ (225.00)	\$ 2,000.00
09/01/2008	September 2008 rent & floor costs	1,330.00	135.00				\$ 3,465.00
09/08/2008	MO 57-65574076					\$ (500.00)	\$ 2,965.00
09/08/2008	MO 57-65574077					\$ (225.00)	\$ 2,740.00
09/08/2008	Check 1001					\$ (765.00)	\$ 1,975.00
10/01/2008	October 2008 rent & floor costs	1,330.00	135.00				\$ 3,440.00
10/07/2008	Check 1006					\$ (1,300.00)	\$ 2,140.00
11/01/2008	November 2008 rent & floor costs	1,330.00	135.00				\$ 3,605.00
11/07/2008	Check 1009					\$ (1,200.00)	\$ 2,405.00
11/09/2008	LATE FEE				\$ 50.00		\$ 2,455.00
11/15/2008	Payment from tenant					\$ (265.00)	\$ 2,190.00
12/01/2008	December 2008 rent & floor costs	1,330.00	135.00				\$ 3,655.00
12/04/2008	Check 1031					\$ (1,465.00)	\$ 2,190.00
01/01/2009	January 2009 rent & floor costs	1,330.00	135.00				\$ 3,655.00
01/09/2009	LATE FEE				\$ 50.00		\$ 3,705.00
01/20/2009	423230353					\$ (600.00)	\$ 3,105.00
01/20/2009	1032					\$ (165.00)	\$ 2,940.00
01/20/2009	57-71954671					\$ (100.00)	\$ 2,840.00
01/20/2009	57-719546706					\$ (500.00)	\$ 2,340.00
01/20/2009	57-71954793					\$ (125.00)	\$ 2,215.00
02/01/2009	February 2009 rent & floor costs	1,330.00	135.00				\$ 3,680.00
02/09/2009	LATE FEE				\$ 50.00		\$ 3,730.00
02/09/2009	1034					\$ (1,465.00)	\$ 2,265.00
03/01/2009	March 2009 rent & floor costs	1,330.00	135.00				\$ 3,730.00
03/09/2009	LATE FEE				\$ 50.00		\$ 3,780.00
03/09/2009	1036					\$ (1,465.00)	\$ 2,315.00
04/01/2009	April 2009 rent & floor costs	1,330.00	135.00				\$ 3,780.00
04/09/2009	LATE FEE				\$ 50.00		\$ 3,830.00

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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
04/13/2009	1039					\$ (1,465.00)	\$ 2,365.00
05/01/2009	May 2009 rent & floor costs	1,330.00	135.00				\$ 3,830.00
05/09/2009	LATE FEE				\$ 50.00		\$ 3,880.00
05/11/2009	1042					\$ (1,465.00)	\$ 2,415.00
06/01/2009	June 2009 rent & floor costs	1,330.00	135.00				\$ 3,880.00
06/09/2009	LATE FEE				\$ 50.00		\$ 3,930.00
06/16/2009	1044					\$ (1,465.00)	\$ 2,465.00
07/01/2009	July 2009 rent & floor costs	1,330.00	135.00				\$ 3,930.00
07/09/2009	LATE FEE				\$ 50.00		\$ 3,980.00
07/14/2009	1045					\$ (745.00)	\$ 3,235.00
07/21/2009	57-73262801					\$ (500.00)	\$ 2,735.00
07/21/2009	57-73262802					\$ (225.00)	\$ 2,510.00
08/01/2009	August 2009 rent & floor costs	1,330.00	135.00				\$ 3,975.00
08/09/2009	LATE FEE				\$ 50.00		\$ 4,025.00
08/19/2009	1046					\$ (1,465.00)	\$ 2,560.00
09/01/2009	September 2009 rent & floor costs	1,330.00	135.00				\$ 4,025.00
09/08/2009	57-77174412					\$ (500.00)	\$ 3,525.00
09/08/2009	57-77174413					\$ (225.00)	\$ 3,300.00
09/08/2009	1050					\$ (740.00)	\$ 2,560.00
10/01/2009	October 2009 rent & floor costs	1,330.00	135.00				\$ 4,025.00
10/05/2009	1051					\$ (1,465.00)	\$ 2,560.00
11/01/2009	November 2009 rent & floor costs	1,330.00	135.00				\$ 4,025.00
11/09/2009	LATE FEE				\$ 50.00		\$ 4,075.00
11/17/2009	1052					\$ (765.00)	\$ 3,310.00
11/17/2009	57-77609703					\$ (500.00)	\$ 2,810.00
11/17/2009	75-77609702					\$ (225.00)	\$ 2,585.00
12/01/2009	December 2009 rent & floor costs	1,330.00	135.00				\$ 4,050.00
12/09/2009	LATE FEE				\$ 50.00		\$ 4,100.00
12/16/2009	1053					\$ (765.00)	\$ 3,335.00
12/16/2009	57-78135991					\$ (225.00)	\$ 3,110.00
12/16/2009	57-78135990					\$ (500.00)	\$ 2,610.00

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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
06/22/2010	1062					\$ (1,465.00)	\$ 3,871.00
07/01/2010	July 2010 rent	1,381.00					\$ 5,252.00
07/09/2010	LATE FEE				\$ 50.00		\$ 5,302.00
07/25/2010	100					\$ (1,435.00)	\$ 3,867.00
08/01/2010	August 2010 rent	1,381.00					\$ 5,248.00
08/02/2010	1066					\$ (1,435.00)	\$ 3,813.00
09/01/2010	September 2010 rent	1,381.00					\$ 5,194.00
09/09/2010	LATE FEE				\$ 50.00		\$ 5,244.00
09/22/2010	1068					\$ (1,435.00)	\$ 3,809.00
10/01/2010	October 2010 rent	1,381.00					\$ 5,190.00
10/15/2010	check 1069					\$ (1,435.00)	\$ 3,755.00
11/01/2010	November 2010 rent	1,381.00					\$ 5,136.00
11/09/2010	LATE FEE				\$ 50.00		\$ 5,186.00
11/22/2010	check 1071					\$ (1,000.00)	\$ 4,186.00
11/23/2010	check returned by bank					\$ 1,000.00	\$ 5,186.00
11/23/2010	NSF FEE				\$ 50.00		\$ 5,236.00
12/01/2010	December 2010 rent	1,381.00					\$ 6,617.00
12/01/2010	payment by tenant					\$ (1,000.00)	\$ 5,617.00
12/09/2010	LATE FEE				\$ 50.00		\$ 5,667.00
12/26/2010	check 1073					\$ (1,435.00)	\$ 4,232.00
12/26/2010	check 1072					\$ (435.00)	\$ 3,797.00
01/01/2011	January 2011 rent	1,381.00					\$ 5,178.00
01/09/2011	LATE FEE				\$ 50.00		\$ 5,228.00
01/10/2011	payment from tenant					\$ (1,435.00)	\$ 3,793.00
02/01/2011	February 2011 rent	1,381.00					\$ 5,174.00
02/09/2011	LATE FEE				\$ 50.00		\$ 5,224.00
02/22/2011	1078					\$ (1,435.00)	\$ 3,789.00
03/01/2011	March 2011 rent	1,381.00					\$ 5,170.00
03/09/2011	LATE FEE				\$ 50.00		\$ 5,220.00
03/13/2011	1079					\$ (1,435.00)	\$ 3,785.00
04/01/2011	April 2011 rent	1,381.00					\$ 5,166.00

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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
04/09/2011	LATE FEE				\$ 50.00		\$ 5,216.00
04/14/2011	1086					\$ (1,300.00)	\$ 3,916.00
05/01/2011	May 2011 rent	1,381.00					\$ 5,297.00
05/01/2011	338					\$ (1,435.00)	\$ 3,862.00
05/01/2011	1087					\$ (135.00)	\$ 3,727.00
06/01/2011	June 2011 rent	1,381.00					\$ 5,108.00
06/01/2011	1090					\$ (1,000.00)	\$ 4,108.00
07/01/2011	July 2011 rent	1,381.00					\$ 5,489.00
07/06/2011	338					\$ (435.00)	\$ 5,054.00
07/09/2011	LATE FEE				\$ 50.00		\$ 5,104.00
07/21/2011	1124					\$ (1,200.00)	\$ 3,904.00
08/01/2011	August 2011 rent	1,381.00					\$ 5,285.00
08/05/2011	8128					\$ (1,435.00)	\$ 3,850.00
08/09/2011	LATE FEE				\$ 50.00		\$ 3,900.00
08/16/2011	1126					\$ (235.00)	\$ 3,665.00
09/01/2011	September 2011 rent	1,381.00					\$ 5,046.00
10/01/2011	LATE FEE				\$ 50.00		\$ 5,096.00
10/01/2011	October 2011 rent	1,381.00					\$ 6,477.00
10/06/2011	1127					\$ (1,435.00)	\$ 5,042.00
11/01/2011	November 2011 rent	1,381.00					\$ 6,423.00
11/05/2011	1129					\$ (450.00)	\$ 5,973.00
11/05/2011	payment from tenant					\$ (1,435.00)	\$ 4,538.00
12/01/2011	December 2011 rent	1,381.00					\$ 5,919.00
12/09/2011	LATE FEE				\$ 50.00		\$ 5,969.00
01/01/2012	January 2012 rent	1,381.00					\$ 7,350.00
01/01/2012	1131					\$ (1,435.00)	\$ 5,915.00
01/01/2012	1135					\$ (435.00)	\$ 5,480.00
01/10/2012	1136					\$ (1,050.00)	\$ 4,430.00
02/01/2012	February 2012 rent	1,381.00					\$ 5,811.00
02/01/2012	1132					\$ (1,435.00)	\$ 4,376.00
02/01/2012	check bounced					\$ 1,435.00	\$ 5,811.00

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4/10/2012 10:00 AM 70.00 4107 100 1.00  
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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
02/01/2012	NSF FEE				\$ 50.00		\$ 5,861.00
03/01/2012	March 2012 rent	1,381.00					\$ 7,242.00
03/01/2012	payment from tenant					\$ (1,435.00)	\$ 5,807.00
03/06/2012	payment from tenant					\$ (1,000.00)	\$ 4,807.00
04/01/2012	April 2012 rent	1,381.00					\$ 6,188.00
04/09/2012	LATE FEE				\$ 50.00		\$ 6,238.00
04/17/2012	7727					\$ (1,435.00)	\$ 4,803.00
05/01/2012	May 2012 rent	1,381.00					\$ 6,184.00
05/09/2012	LATE FEE				\$ 50.00		\$ 6,234.00
05/11/2012	1139					\$ (1,435.00)	\$ 4,799.00
06/01/2012	June 2012 rent	1,381.00					\$ 6,180.00
06/09/2012	LATE FEE				\$ 50.00		\$ 6,230.00
06/27/2012	ADD: attorney fees re court settlement		600.00				\$ 6,830.00
06/27/2012	settlement					\$ (25.00)	\$ 6,805.00
07/01/2012	July 2012 rent	1,381.00					\$ 8,186.00
07/09/2012	LATE FEE				\$ 50.00		\$ 8,236.00
07/12/2012	payment from tenant					\$ (1,715.00)	\$ 6,521.00
08/01/2012	August 2012 rent	1,381.00					\$ 7,902.00
08/08/2012	payment from tenant					\$ (1,715.00)	\$ 6,187.00
09/01/2012	September 2012 rent	1,381.00					\$ 7,568.00
09/06/2012	435459484					\$ (1,715.00)	\$ 5,853.00
10/01/2012	October 2012 rent	1,381.00					\$ 7,234.00
10/06/2012	171356					\$ (1,715.00)	\$ 5,519.00
11/01/2012	November 2012 rent	1,381.00					\$ 6,900.00
11/01/2012	0517					\$ (1,715.00)	\$ 5,185.00
12/01/2012	December 2012 rent	1,381.00					\$ 6,566.00
12/06/2012	460670					\$ (1,715.00)	\$ 4,851.00
01/01/2013	January 2013 rent	1,381.00					\$ 6,232.00
01/03/2013	0379					\$ (1,715.00)	\$ 4,517.00
02/01/2013	February 2013 rent	1,381.00					\$ 5,898.00
02/01/2013	payment from tenant					\$ (1,715.00)	\$ 4,183.00
03/01/2013	March 2013 rent	1,381.00					\$ 5,564.00

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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
03/01/2013	6537					\$ (1,715.00)	\$ 3,849.00
04/01/2013	April 2013 rent	1,381.00					\$ 5,230.00
04/01/2013	80326					\$ (1,715.00)	\$ 3,515.00
05/01/2013	May 2013 rent	1,381.00					\$ 4,896.00
05/01/2013	6072					\$ (1,715.00)	\$ 3,181.00
06/01/2013	June 2013 rent	1,381.00					\$ 4,562.00
06/03/2013	6699					\$ (1,715.00)	\$ 2,847.00
07/01/2013	July 2013 rent	1,381.00					\$ 4,228.00
07/01/2013	25624					\$ (1,715.00)	\$ 2,513.00
08/01/2013	August 2013 rent	1,381.00					\$ 3,894.00
08/06/2013	97466200					\$ (1,715.00)	\$ 2,179.00
09/01/2013	September 2013 rent	1,381.00					\$ 3,560.00
09/03/2013	8181127					\$ (1,715.00)	\$ 1,845.00
10/01/2013	October 2013 rent	1,381.00					\$ 3,226.00
10/09/2013	LATE FEE				\$ 50.00		\$ 3,276.00
11/01/2013	November 2013 rent	1,381.00					\$ 4,657.00
11/04/2013	5216					\$ (1,715.00)	\$ 2,942.00
11/05/2013	Check 5216 NSF returned by bank					\$ 1,715.00	\$ 4,657.00
11/05/2013	NSF FEE				\$ 50.00		\$ 4,707.00
11/26/2013	9405					\$ (1,465.00)	\$ 3,242.00
11/26/2013	LATE FEE				\$ 50.00		\$ 3,292.00
12/01/2013	December 2013 rent	1,381.00					\$ 4,673.00
12/02/2013	4742					\$ (1,435.00)	\$ 3,238.00
01/01/2014	January 2014 rent	1,381.00					\$ 4,619.00
01/02/2014	4790					\$ (1,465.00)	\$ 3,154.00
02/01/2014	February 2014 rent	1,381.00					\$ 4,535.00
02/09/2014	LATE FEE				\$ 50.00		\$ 4,585.00
03/01/2014	March 2014 rent	1,381.00					\$ 5,966.00
03/03/2014	4927					\$ (1,465.00)	\$ 4,501.00
3/9/2014	LATE FEE				\$ 50.00		\$ 4,551.00
4/1/2014	April 2014 rent	1,381.00					\$ 5,932.00

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Athol LLC  
201 Athol #201 - Rory Abernethy

Date	Check or MO number and comments	Rent Amount	Amortization of flooring	Security Deposit	NSF and Late fees	Payment amount	Balance
4/7/2014	check 5251					\$ (1,465.00)	\$ 4,467.00
05/01/2014	May 2014 rent - increase per letter to tenant	1,479.00					\$ 5,946.00
05/05/2014	check 5255					\$ (1,465.00)	\$ 4,481.00
06/01/2014	June 2014 rent	1,479.00					\$ 5,960.00
06/02/2014	check 5260					\$ (1,465.00)	\$ 4,495.00
7/1/2014	July 2014 rent	1,479.00					\$ 5,974.00
	<b>COLUMN TOTALS</b>	108,169.00	3,840.00	1,400.00	2,300.00	-109,735.00	\$ 5,974.00

000301

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

**Lost Housing Services From 5/01/18 to 5/01/19**

**(AND from 1/01/08 to Present in general it has been getting progressively worse)**

I notified the building manager and owner of the problems below along with my fellow tenants. I notified the owner via our tenant online system for the building, text email, phone calls and in person.

**PAST YEAR**

**1. SMOKING**

In the past year there has been excessive smoking in the building which I have logged. That log is available on request. I have TMJ and my doctor filled out PG & E rate reduction for accommodations. (The illegal smoking has been almost daily my apartment. My apartment would be filled with smoke sometimes when I got home so I was unable to open my windows. The smoking would go late into the night causing loss of sleep. In addition, because of my condition the smoking resulted in intense migraines and triggered my TMJ. I notified my building manager and landlord many times about this.

**2. PROSTITUTES AND DRUG DEALERS**

There was a pair of prostitutes and drug dealers who 201 ATHOL residents called the police on multiple times. There was a steady string of men walked past my door late into the night as these two women were providing "services" lived in the apartment next to me. It created an unsafe and scary living environment. I and others complained multiple times and it took a very long time for these people to leave the building. It caused a severe decrease in services during this time.

3. There was a homeless person who left all of his clothes in front of the building and would climb a ladder regularly to enter the building. He was invited in by another tenant. Multiple complaints were relayed to the landlord. Again, caused a severe decrease in services during this time. There were multiple complaints to the landlord it took a very long time for these people to leave the building. It caused a severe decrease in services during this time.

4. The elevator frequently smells like pee. Almost daily because the smell just stays there. The elevator is also filthy in general so the pee just makes it worse. Someone is peeing in the elevator on a regular basis. So you have to take the stairs or track pee into your apartment. It caused a severe decrease in services during this time. Multiple complaints have been made to building manager and landlord.

David Miller  
207

207  
David Miller

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

**IN GENERAL SINCE 2005**

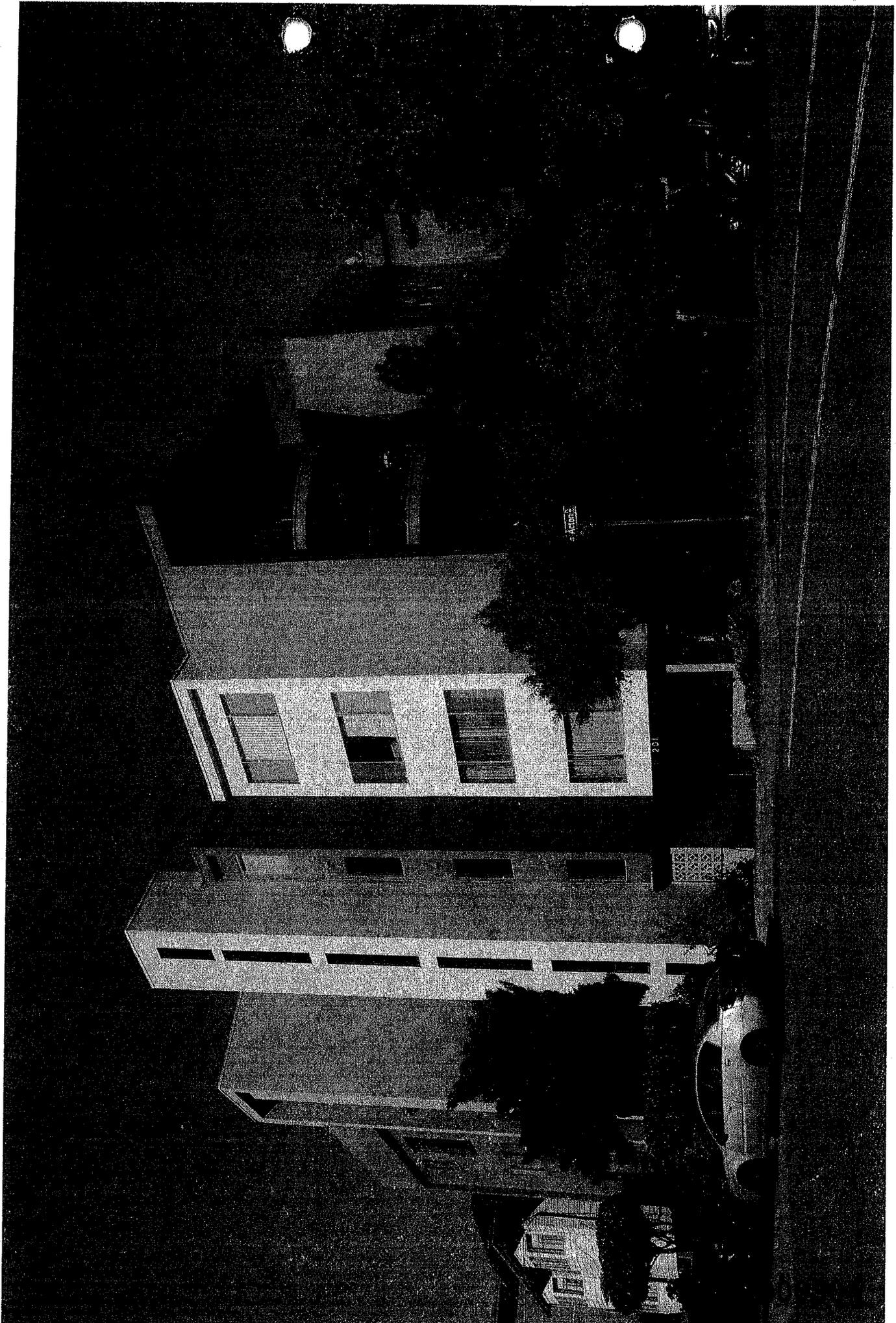
2019 AUG -8 PM 4:19

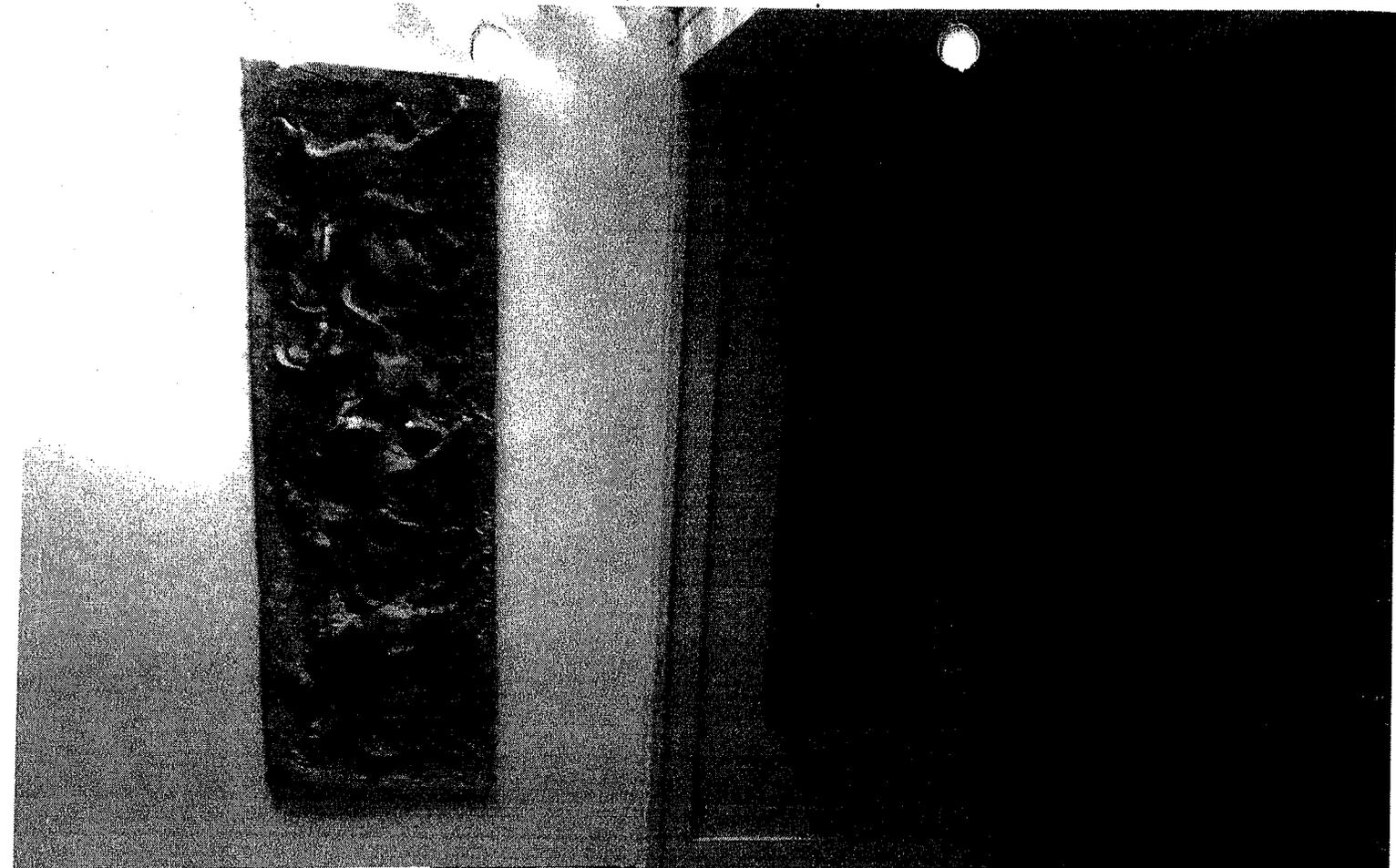
The building is filthy and all of the common areas are dirty. There is chipped paint everywhere and the surfaces are dirty. Prior to 2005 this building was very clean and habitable. Aside from the new owners horrible decision to put dirty yellow crown moulding, and dirty gray carpet in a beautiful mid century style building, they decided to paint all of the doors white so they constantly look filthy.

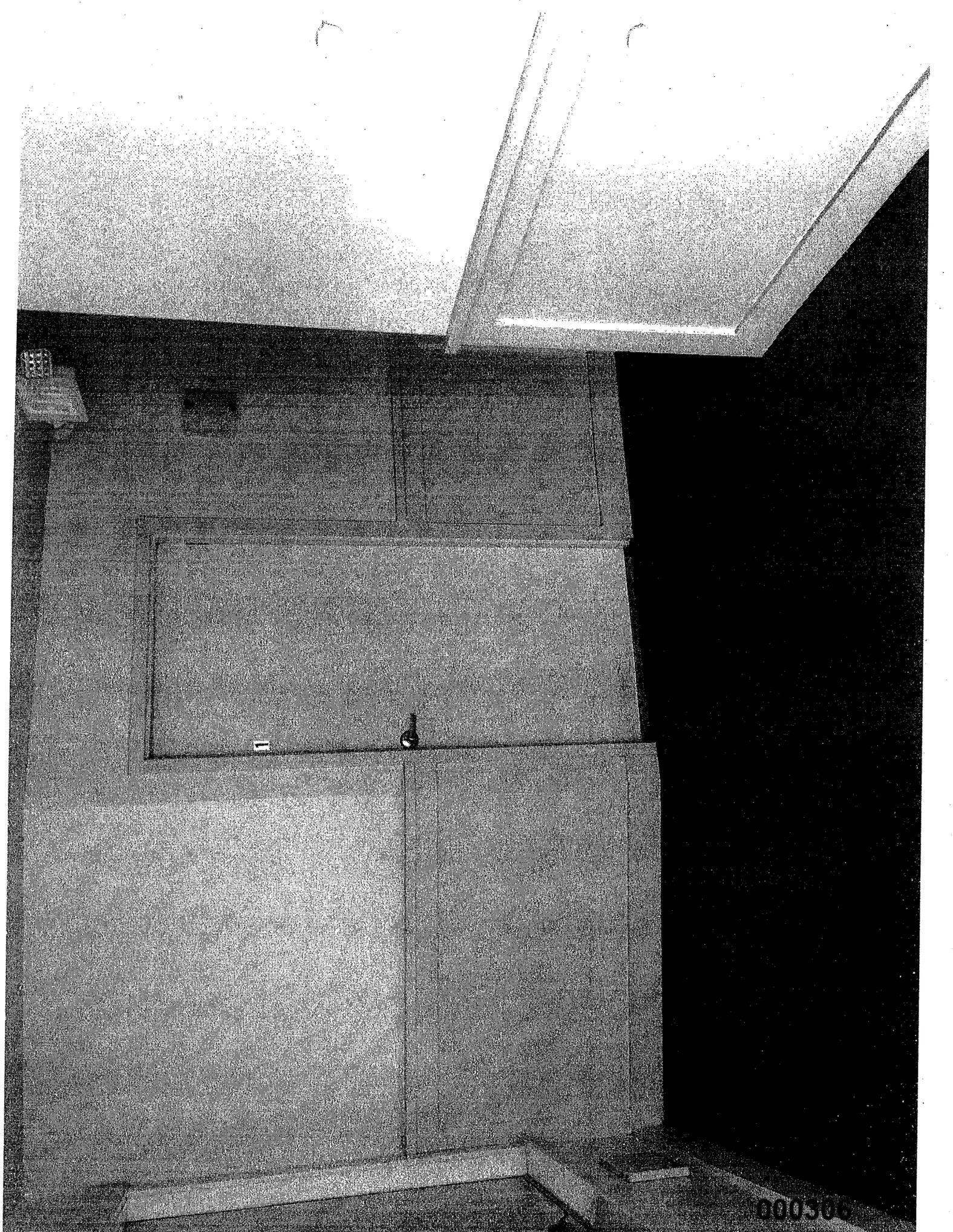
Our buildings common areas in general looks like a slum. This was NOT the case with the previous owner. The common areas were power washed weekly. There is dirt and filth everywhere now. The dirt and filth cakes on more each year as our building manager does not have the tools to power wash the building on a regular basis. The previous owner provided the manager with more resources to keep our building clean. In addition the carpets are more filthy each year and rarely cleaned and/or vacuumed.

When they painted the doors with the white paint that attracts dirt, they took all of the stairwell doors off the hinges. Now none of the stairwell doors lock. Anyone can come on to any floor. This is a huge safety concern for the tenants specifically the young children that live here. We all deserve better and we had better under the previous owner. It shows a lack of respect for the human beings that live here. We are not rich like our building owners, but we want to live in dignity and cleanliness. It would be nice if they cared more.

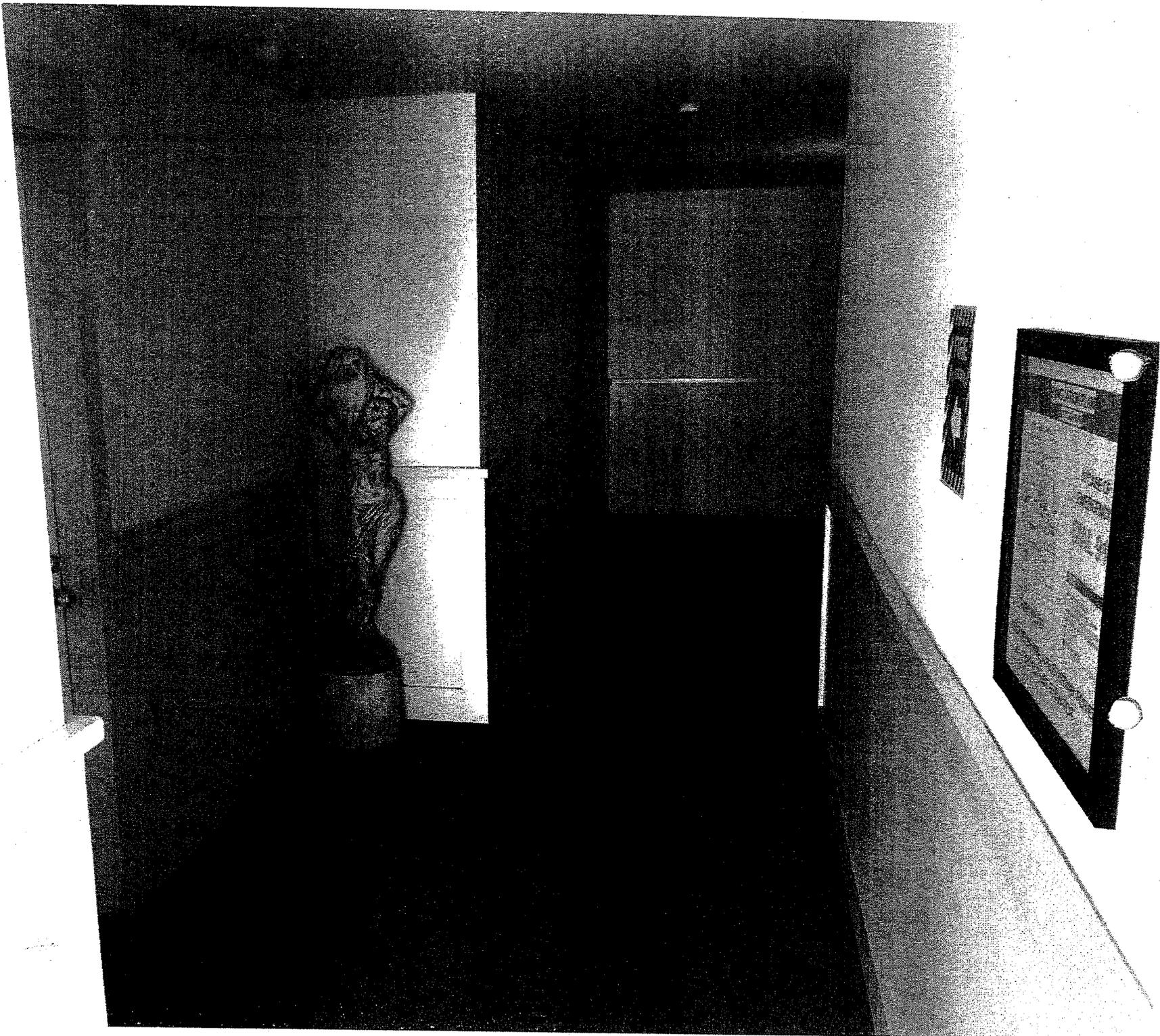
000303







000506



000307

2/1/20

To Whom it may concern,

FILED  
CITY OF SAN ANTONIO  
RENT ARBITRATION  
2020 FEB 19 PM 4:16

RC/MU

Here is a Summary of Events related to the attached documentation for  
**Case # T19 - 0381**

I had TMJ Surgery in Fall 2004 to reconstruct my jaw. For medical reasons, I needed to get hardwood laminate floors as did the tenants across the hall a few months prior.

The carpet in my apartment has not been replaced since 1970 (34 years at the time). So in December of 2007, the floors were replaced. I agreed to pay 24 installments per month for a total floor cost of \$3240. Please see the top of the submitted invoice from Athol LLC for documentation.

I paid \$1435 per month from 1/1/2008 to 1/1/2010 which was \$235 on top of my base rent of **\$1200** at the time.

The floors were more than paid off as of 3/1/2009 but I was charged the rent \$1435 long after that. (Please see **Document F** - the Three day notice dated 2/27/2012)

On 11/13/2008 I received a notice (**Document E**) that I also owed a deposit of \$1400 when I had already paid a \$2600 deposit when I moved into the building in October 2000. Please refer to the copy of my 2000 lease agreement. This invoice also stated that my rent was \$1465. I never received a rental board notice of this increase and this notice also contradicts the Invoice I received from my landlord in 2014.

In 2013 I asked for 3 months for a copy of the invoice of payments I had made. Also I asked for a statement of interest accruing on my \$2600 security deposit from 10/00.

I never received any interest statements for my two security deposits.

EXHIBIT 1

000308

I also like to submit a document dated 5/2014 which is a three day notice for not paying \$806 (which refers to the \$1400 deposit they required me to pay on top of my 2000 \$2600 deposit).

This resulted in court fees and mediation. They insisted on trying to evict me and going to court even though I offered to pay the unfair amount. (please see the **7/01/14 letter** from my Eviction Defense Fund lawyer Edward Nagy).

In addition to the the concerns listed above, the building has deteriorated greatly since Mark Roemer and Jim Lewis bought the property. It is filthy and not common areas not kept clean. (please **photo below**). Repairs are done very cheaply and not by a licensed contractor. Their "improvements" they are basing increases on consist of an old worn chair for example and fake plants (see **photo below**). There is also frequent and ongoing urination in the elevator. There is someone who is constantly smoking in the apartment below me and this has not been addressed after numerous complaints and reminders about the law. (**see communications with landlord and log below**). I have as a result been diagnosed with a respiratory infection and then a respiratory disease. ( please see **Document H**)

The building is also not as safe. The hall doors were removed and rehung during a cheap coat of white paint being put on and the locks no longer work. Please see the **Document D** - notification of building burglary.

Also there was a tenant on my floor that was smoking illegal drugs, sold drugs and engaged in prostitution. There were many strange men walking past my door on the second floor at all hours. There were many police complaints from the tenant and they finally left after I reported child endangerment as I am a public school teacher and a mandated court reporter. (please see **Document I** which is a request for the police incident report)

## Request Maintenance

- This is to document the ongoing smoking that is happening in the building. The smoke smells like the same cigarettes the tenant in apt 101 smokes. He smokes regularly in front of the building in violation of California laws. Multiple children live in the building. Other tenants and guests have smelled it as well. It seeps into the wall behind my bed. I got a respiratory infection. The smoke has contributed to the decline of my health. I am sure the apartment 101 smells like the smoke if someone checked the rooms. He should smoke by the lake and walk away from apartment buildings and other residences. Or he can also stop smoking and killing himself and taking the rest of us with him. **RECEIVED**

Requested by You on 01/05/2020 2:30PM

Maintenance Request #1201-1

This request was received on 01/05/2020.

Request Cancellation

- The carpet in the lobby area on the second floor is never vacuumed and is really really filthy. Under previous ownership reviously the common area was vacuumed weekly and the concrete power washed weekly. Now it is pretty disgusting. I am recovering from a respiratory infection and addition to needing a dust-free environment for health reasons, all tenants are paying rent to live in the same clean and well-maintained building we moved into in 2000. **RECEIVED**

Requested by You on 01/05/2020 2:20PM

Maintenance Request #1199-1

This request was received on 01/05/2020.

6/3	6:30 pm 10 minutes	Smoke is filling my bedroom from apartment 101.
	10:55 10 minutes	Smoke is filling my bedroom from apartment 101.
6/4 to 6/10	2 hours	Smoking daily. Less frequent since contacting the landlord and the email was sent out, but smoking is still occurring daily. I have asked by management to attempt to identify the smoker in the building. I have guests during this time who were affected as well.
6/11	11:18 pm 60 minutes	Smoke is filling my bedroom from a resident at 201 Athol. I have a guest today who was affected as well.
6/12	11:24 pm 60 minutes	Smoke is filling my bedroom from a resident at 201 Athol. I have a guest today who was affected as well.
6/13	10:36 am 60 minutes	Smoke is filling my bedroom from a resident at 201 Athol. Someone is at home on Thursday during the day.
	1:54 pm 90 minutes	Smoke is filling my bedroom from a resident at 201 Athol. Someone is at home on Thursday during the day.
6/18	5:30 pm	Smoke is filling my bedroom from a resident at 201 Athol. I have a guest today who was affected as well.

000311

Dirty Floors



000312

B

Case # T19-0381

CITY OF OAKLAND  
RENT ADMINISTRATION PROGRAM  
2020 FEB 19 PM 4:16

HAND DELIVERED

March 10, 2014

Ms. Rory Abernethy  
201 Athol Avenue #201  
Oakland CA 94606

Dear Resident:

Please allow this letter to serve as written thirty day notice to you that effective with your May 1, 2014, rental payment, your monthly rent is being raised to \$1,479. This increase is within the City of Oakland guidelines regarding rent banking for the last three years. The calculations are shown below.

Increase 2011	2.0%	(Allowable)
Increase 2012	3.0%	(Allowable)
<u>Increase 2013</u>	<u>2.1%</u>	<u>(Allowable)</u>
Total increase	7.1%	
Rent at 1-1-10	\$1,381.00	
Multiply by total increase %	7.1%	
Equals total increase of	\$98.00	(Rounded down)
Base plus increase	\$1,381 + \$98 = \$1,479.00	

← they increased my rent based on the continued floor payments  
after the floors had already been payed off

The "Notice to tenants of the Residential Rent Adjustment Program" is attached to this increase notification.

Sincerely,

Athol LLC  
PO Box 20545  
Oakland CA 94620

000313

D

The hallway doors were removed and rehung. The doors no longer lock and the building is unsafe.

# ATTENTION

FEB 19 PM 4:16

In general work has been subpar and not done by a licensed contractor.

**On Nov. 6. 2013, we had a burglary in our building at 3:30 pm. A laptop, camera, and jewelry are stolen. Holiday season is coming; burglary and robbery crimes are going to increase. Please be aware of your surroundings. Following are some tips:**

- 1. Do not open or buzz the door or the front gate for anybody you are not expecting.**
- 2. When you or your car leave from the garage, please stop and wait for the gate to completely close. Your 2 seconds can save yourself and all the tenants.**
- 3. Please keep the doors closed. We have found that the back door (which is between lobby and garage) is always open. Please close as you enter and exit.**
- 4. Please be aware, if you see people who you have never seen before in our building, always ask what they want.**

Case # T19-0381

000314

E

Athol, LLC  
PO Box 20545  
Oakland, CA 94620

Case # T19-0381

# Invoice

RECEIVED  
CITY OF OAKLAND  
PORT ARBITRATION PA

2020 FEB 19 PM 4:16

Date	Invoice #
11/13/2008	1106

<b>Bill To</b>
Rori Abernethy 201 Athol, Apt 201 Oakland CA 94606

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
	January 08 due	1,465.00	1,465.00
	Payment from tenant	-1,435.00	-1,435.00
	February 2008 Rent due	1,465.00	1,465.00
	Payment from tenant	-1,435.00	-1,435.00
	March 2008 rent due	1,465.00	1,465.00
	Payment from tenant	-1,435.00	-1,435.00
	April 2008 rent due	1,465.00	1,465.00
	Payment from tenant	-1,435.00	-1,435.00
	May 2008 rent due	1,465.00	1,465.00
	Payment from tenant	-1,405.00	-1,405.00
	June 2008 rent due	1,465.00	1,465.00
	Payment from tenant	-1,405.00	-1,405.00
	July rent due	1,435.00	1,435.00
	Payment from tenant	-1,405.00	-1,405.00
	August 2008 rent due	1,435.00	1,435.00
	Money Order 0008015439 rec'd 8-5-08 from tenant	-740.00	-740.00
	Money Order 57-57474110 received 8-5-08 from tenant	-225.00	-225.00
	Money Order 57-57474109 received 8-5-08 from tenant	-500.00	-500.00
	September 2008 rent due	1,435.00	1,435.00
	MO 57-65574076 rec'd 9/5/08	-500.00	-500.00
	MO 57-65574077 rec'd 9-5-08	-225.00	-225.00
	Check 1001 rec'd 9-5-08	-765.00	-765.00
	October 2008 rent due	1,435.00	1,435.00
	Check #1006 from tenant 10-7-08	-1,300.00	-1,300.00
	Subtotal - rents due		320.00
	Security Deposit due	1,400.00	1,400.00
<b>Total</b>			\$1,720.00

← rent based on an illegal increase that did not go through the rental board. →

this is the (second)

Security deposit they owe me after paying 000315 2

THREE DAY NOTICE TO PAY RENT OR OUT

TO RORI ASSEWATILY tenant(s) in possession. CITY OF OAKLAND RENT ADJUSTMENT BOARD  
WITHIN THREE DAYS, after service upon you of this notice, you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession, amounting to the sum of 2370.00 Dollars which became due on the dates indicated:

DATE

DECEMBER 2011 \$935 UNPAID

JANUARY 2012 \$1435

\$2370

F

or you are hereby required to deliver up possession of the hereinafter described premises, within THREE DAYS after service on you of this notice, to \_\_\_\_\_ who is authorized to receive the same, or the undersigned will institute legal proceedings against you to declare the forfeiture of the lease or rental agreement under which you occupy the hereinbelow described property, and to recover possession of said premises with past due rent and damages. The premises hereto referred to are situated at:

201 Athol Ave #201 OAKLAND, CALIFORNIA 94606

You are further notified that the undersigned does hereby elect to declare the forfeiture of the lease or rental agreement under which you hold possession of the above described premises.

Rent may be paid by mail to PO Box 20545 at OAKLAND, CALIFORNIA 94620

( ) Mon thru Fri (X) Mon thru Sat ( ) Mon thru Sun between the hours of \_\_\_\_\_ Phone No. (510) 653-6494

IF THE TENANCY TERMINATES PURSUANT TO THIS THREE DAY NOTICE, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the Owner/Agent as directed below to request an initial inspection.

If you request the inspection, THE INSPECTION WILL TAKE PLACE ON: CALL TO SCHEDULE: \_\_\_\_\_ (time), which is at least 48 hours after service of this notice. Please contact the Owner/Agent if you wish to reschedule the inspection for another day or time prior to the termination of your tenancy. This Notice serves as your 48 hour notice prior to Owner/Agent's entry into your unit.

This notice is given in good faith with honest intent and with no ulterior motive pursuant to Section 6.A(1) of Oakland Just Cause for Eviction Ordinance.

DATED: February 27, 2012

Athol, LLC by  
Mr. Ken

Advice is available from the Residential Rent Adjustment Board also known as the Rent Board and the Housing Residential Rent and Relocation Board located as of January 2003 at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland CA 94612.

cc: Oakland Rent Board

Manoj Patil

H<sup>r</sup>UNIVERSITY OF CALIFORNIA  
HEALTH CARE

kp.org/messagecenter

Case # T12944039814:16

## To Please Review Care Instructions from Your Recent Appointment

PATRICK CHU-SHIAN CHEN MD

Rori Abernethy

01/06/2020

Dear Ms. Abernethy,

It's my pleasure to provide care for you. See the follow-up instructions below from your most recent appointment. To check if you're up to date on preventive care, like screening tests and immunizations, go to Preventive Health Reminders.

PATRICK CHU-SHIAN CHEN MD

Also, visit and bookmark my home page

Your Kaiser Permanente Care Instructions  
Reactive Airway Disease: Care Instructions  
Your Care Instructions

Reactive airway disease is a breathing problem that appears as wheezing, a whistling noise in your airways. It may be caused by a viral or bacterial infection, allergies, tobacco smoke, or something else in the environment. When you are around these triggers, your body releases chemicals that make the airways get tight.

Reactive airway disease is a lot like asthma. Both can cause wheezing. But asthma is ongoing, while reactive airway disease may occur only now and then. Tests can be done to tell whether you have asthma. You may take the same medicines used to treat asthma. Good home care and follow-up care with your doctor can help you recover.

Follow-up care is a key part of your treatment and safety. Be sure to make and go to all appointments, and call your doctor if you are having problems. It's also a good idea to know your test results and keep a list of the medicines you take.

How can you care for yourself at home?

Take your medicines exactly as prescribed. Call your doctor if you think you are having a problem with your medicine.

Do not smoke or allow others to smoke around you. If you need help quitting, talk to your doctor about stop-smoking programs and medicines. These can increase your chances of quitting for good.

If you know what caused your wheezing (such as perfume or the odor of household chemicals), try to avoid it in the future.

Wash your hands several times a day, and consider using hand gels or wipes that contain alcohol. This can prevent colds and other infections.

When should you call for help?

000317



I called from this number

Case # T19-0381

LAND POLICE DEPARTMENT

Public Records Request Form

TF-3281 (Dec 07)

Use a separate form for each request type.

REQUESTOR: PLEASE COMPLETE PARTS 1 & 2

PART 1 - REQUESTOR INFORMATION		Request Received By Enter Serial # <b>1147R</b>	Date of Receipt, if different
Name of Requestor - Last/First Name (Please Print Legibly) <b>Abernethy / Rori</b>		Date of Request <b>2/19/20</b>	Contact Number <b>510 681-5792</b>
Agency/Company		Email Address	Alternate Contact Number
Address <b>201 Athol Avenue Apt #201</b>		<input checked="" type="checkbox"/> Oakland/City	Zip Code <b>94606</b>

PART 2 - DOCUMENT / INFORMATION REQUESTED (Requestor to check all boxes that apply and enter all known information)

INFORMATION TYPE				
<input type="checkbox"/> Offense Report	<input type="checkbox"/> Arrest Report	<input type="checkbox"/> Statistic	<input type="checkbox"/> Internal Affairs Division Complaint	<input type="checkbox"/> Training Record
<input type="checkbox"/> Department Publication	<input type="checkbox"/> Call for Service (Computer Assisted Dispatch [CAD] Purge)		<input type="checkbox"/> Other: _____	
<input type="checkbox"/> Non-Collision Traffic Information or Statistics Only -- (For vehicle collision reports or related photos, contact the Traffic Section directly)				
<input type="checkbox"/> Recording	<input type="checkbox"/> Video	<input type="checkbox"/> Audio	<input type="checkbox"/> In-Car Video	<input checked="" type="checkbox"/> CAD Purge
KNOWN INFORMATION				
Report / Citation Number (if known)	Date of Report/Incident <b>2019 (not sure)</b>	Time of Incident	<input type="checkbox"/> a.m. <input type="checkbox"/> p.m.	
Location of Incident <b>201 Athol Avenue</b>	Name of Involved Party	Date of Birth		
Vehicle Information	License No.	VIN Number	Make	Model

Describe request (Be as specific as possible)

email please roriemail@gmail.com  
 I called an officer to report unsafe conditions for children. I am a teacher. The tenants down the hall 2nd floor we suspected of doing drugs, selling drugs, prostitution. People were in and out all night for months

PART 3 - FOR RECORDS DIVISION USE ONLY

Request Received Via <input type="checkbox"/> Drop-off <input type="checkbox"/> Mail <input type="checkbox"/> Other: _____	Custodian of Record Assigned Enter Organizational Unit	Date Assigned	PRR Log Number	Response Due Date Enter 10 Days From Date of Request/Receipt
--	---	---------------	----------------	---

PART 4 - CUSTODIAN OF RECORD USE ONLY

Release Approved By <input type="checkbox"/> Approved <input type="checkbox"/> Denied	Enter Serial No.	Notification of Determination <input type="checkbox"/> PRRC Requestor	Date	Anticipated Completion Date Enter a Reasonable Timeline	Actual Date Completed
Extension Needed - Reason <input type="checkbox"/> Outside Facility <input type="checkbox"/> Consultation Needed	<input type="checkbox"/> Volume of Search <input type="checkbox"/> Programming Required	Enter Serial No.	Enter a Reasonable Timeline	New Anticipated Completion Date	Actual Date Completed

PART 5 - FEE CALCULATION AND COLLECTION - Complete if fees are to be collected by the Records Division

Copy Fee	Number of Copies	\$05/page	= \$
Authorized Rate Fee			= \$
TOTAL			\$

Date Requestor Notified	Enter Date Notified	<input type="checkbox"/> Picked up <input type="checkbox"/> Mailed <input type="checkbox"/> Other (Describe): _____	Destruction Date
-------------------------	---------------------	---	------------------

Signature of Person Picking up Requestor Name of Person Mailing or Other	<b>X</b> Signature Required	Date <b>000318/20</b>
---	-----------------------------	--------------------------

Original to Records Division

Copy to Custodian of Record

Copy to Requestor

T19-0381

FIELD MANAGEMENT CORPORATION

Security Deposit - Inspection Receipt

Tenant RORI ABERNETHY Amount of Security Deposit \$ 2600 ✓  
 Address of Premises 201 ATHOL AVE #201  
OAKLAND, CA 94606 Additional tenants who reside in the premises (1400.-)

Date tenancy begins: 10/11/00

Field Management Corporation hereby acknowledges the receipt of \$ 2,600 held as a security deposit for the performance of tenant's obligations under the lease-rental agreement entered into regarding the above premises on 10/11/00.

Prior to tenant entering into possession of the premises, Field Management Corporation or its agent and tenant have inspected the premises and the following summarizes the premises' condition:

Item	Condition	Comments
1. Stove: Burners	<input type="checkbox"/> Good <input type="checkbox"/> Other	ALL NEW. Could not test; P.G.H.E. was turned off.
Oven	<input type="checkbox"/> Good <input type="checkbox"/> Other	
Self-cleaning	<input type="checkbox"/> Good <input type="checkbox"/> Other	
2. Refrigerator:		
Food compartment	<input type="checkbox"/> Good <input type="checkbox"/> Other	
Freezer unit	<input type="checkbox"/> Good <input type="checkbox"/> Other	
3. Dishwasher	<input type="checkbox"/> Good <input type="checkbox"/> Other	
4. Kitchen Area:		
Sink & plumbing	<input type="checkbox"/> Good <input type="checkbox"/> Other	

Item	Condition	Comments
Cabinets	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
Counter tops	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
Flooring	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
Pictures	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
Switches	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
5. Bathrooms: Sink	<input type="checkbox"/> Good <input type="checkbox"/> Other	
Toilet	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
	<input checked="" type="checkbox"/> Good	

2021 FEB 19 AM 10:44

000319

T19-0381

Summary

Flooring

Fixtures

Switches

6. Living room: Carpets

Drapes

Fixtures

Switches

Other

Good  
 Other

2000 FEB 19 AM 10:44

000320

119-0381

7. Bedrooms: Carpets

- Good
- Other

Drapes

- Good
- Other

<u>Item</u>	<u>Condition</u>	<u>Comments</u>
-------------	------------------	-----------------

Fixtures	<input type="checkbox"/> Good <input type="checkbox"/> Other	
----------	---	--

Switches	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
----------	--	--

Closet doors	<input type="checkbox"/> Good <input type="checkbox"/> Other	
--------------	---	--

8. General conditions: Paint

- Good
- Other

Walls	<input type="checkbox"/> Good <input type="checkbox"/> Other	
-------	---	--

Carpets	<input checked="" type="checkbox"/> Good <input type="checkbox"/> Other	
---------	--	--

Doors	<input type="checkbox"/> Good <input type="checkbox"/> Other	
-------	---	--

Windows	<input type="checkbox"/> Good <input type="checkbox"/> Other	
---------	---	--

Ceilings	<input type="checkbox"/> Good <input type="checkbox"/> Other	
----------	---	--

Water leaks	<input type="checkbox"/> Good <input type="checkbox"/> Other	
-------------	---	--

Locks	<input type="checkbox"/> Good <input type="checkbox"/> Other	
-------	---	--

Keys	<input type="checkbox"/> Good <input type="checkbox"/> Other	
------	---	--

2008 FEB 19 AM 10:44

FIELD MANAGEMENT CORPORATION  
201 ATHOL AVENUE, SUITE 401  
OAKLAND, CALIFORNIA 94606

The foregoing inspection was made by the parties prior to tenant entering possession and encompassed the entire premises. All defects or areas in need of attention have been noted in the comment section. Any modifications or repairs to be made by Field Management Corporation to the premises have been specifically mentioned herein. This document may only be modified by writing signed by both parties.

Dated: 10/11/00

*Ken Ahern*

Field Management Corporation  
 201 Athol Avenue, Suite 401  
 Oakland, California 94606

By: *[Signature]*

Tenant X

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

Tenant \_\_\_\_\_

000321

T19-0381

Date	Note	Rent	Days Late	Late Fees = .364 = 1/3650 of monthly rent per day.	Accumulated late fees	Payment from tenant	Rent Difference	Accumulated rent difference	Flooring Payment	Accumulated rent difference - flooring	Flooring Balance
12/26/2007	Floor Cost										\$3,240.00
	Floor Payment = 1/24 of 3240 need lease agreement										
1/1/2008		\$1,330.00	15	\$5.47	\$5.47	\$1,435.00	\$105.00	\$105.00	\$0.00		\$3,240.00
2/1/2008		\$1,330.00	12	\$4.37	\$9.84	\$1,435.00	\$105.00	\$210.00	\$0.00		\$3,240.00
3/1/2008		\$1,330.00	24	\$8.75	\$18.59	\$1,435.00	\$105.00	\$315.00	\$0.00		\$3,240.00
4/1/2008		\$1,330.00	22	\$8.02	\$26.60	\$1,435.00	\$105.00	\$420.00	\$0.00		\$3,240.00
5/1/2008		\$1,330.00	26	\$9.47	\$36.08	\$1,405.00	\$75.00	\$495.00	\$0.00		\$3,240.00
6/1/2008		\$1,330.00	13	\$4.74	\$40.82	\$1,405.00	\$75.00	\$570.00	\$0.00		\$3,240.00
7/1/2008		\$1,330.00	7	\$2.55	\$43.37	\$1,405.00	\$75.00	\$645.00	\$0.00		\$3,240.00
8/1/2008		\$1,330.00	0	\$0.00	\$43.37	\$1,465.00	\$135.00	\$780.00	\$0.00		\$3,240.00
9/1/2008		\$1,330.00	8	\$2.92	\$46.28	\$1,490.00	\$160.00	\$940.00	\$0.00		\$3,240.00
10/1/2008		\$1,330.00	7	\$2.55	\$48.83	\$1,300.00	-\$30.00	\$910.00	\$0.00		\$3,240.00
11/1/2008		\$1,330.00	15	\$5.47	\$54.30	\$1,465.00	\$135.00	\$1,045.00	\$0.00		\$3,240.00
12/1/2008		\$1,330.00	4	\$1.46	\$55.75	\$1,465.00	\$135.00	\$1,180.00	\$0.00		\$3,240.00
1/1/2009		\$1,330.00	20	\$7.29	\$63.04	\$1,490.00	\$160.00	\$1,340.00	\$0.00		\$3,240.00
2/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,475.00	\$135.00	\$1,475.00	\$3,240.00
3/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,610.00	\$135.00	\$1,610.00	\$3,105.00
4/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,745.00	\$135.00	\$1,745.00	\$2,970.00
5/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$1,880.00	\$135.00	\$1,880.00	\$2,835.00
6/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,015.00	\$135.00	\$2,015.00	\$2,700.00
7/1/2009		\$1,330.00				\$1,470.00	\$140.00	\$2,155.00	\$135.00	\$2,160.00	\$2,565.00
8/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,290.00	\$135.00	\$2,290.00	\$2,430.00
9/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,425.00	\$135.00	\$2,425.00	\$2,295.00
10/1/2009		\$1,330.00				\$1,465.00	\$135.00	\$2,560.00	\$135.00	\$2,560.00	\$2,160.00
11/1/2009		\$1,330.00				\$1,490.00	\$160.00	\$2,720.00	\$135.00	\$2,745.00	\$2,025.00
12/1/2009		\$1,330.00				\$1,490.00	\$160.00	\$2,880.00	\$135.00	\$2,905.00	\$1,890.00
1/1/2010	Rent Increases										
	2008 3.2%										
	2009 0.7%										
	% increase on 1200 or 1330?										
	Need documentation										
1/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$2,880.00	\$135.00	\$2,829.00	\$1,890.00
2/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$2,964.00	\$135.00	\$2,913.00	\$1,755.00
3/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,048.00	\$135.00	\$2,997.00	\$1,620.00
4/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,132.00	\$135.00	\$3,081.00	\$1,485.00
5/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,216.00	\$135.00	\$3,165.00	\$1,350.00
6/1/2010		\$1,381.00				\$1,465.00	\$84.00	\$3,300.00	\$135.00	\$3,249.00	\$1,215.00
7/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,354.00	\$135.00	\$3,273.00	\$1,080.00
8/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,408.00	\$135.00	\$3,327.00	\$945.00

2/1/10

000322

2008 FEB 19 AM 10:44

2009 FEB 19 AM 10:44

2010 FEB 19 AM 10:44

T19-0381

Date	Note	Rent	Days Late	Late Fees = .364 = 1/3650 of monthly rent per day.	Accumulated late fees	Payment from tenant	Rent Difference	Accumulated rent difference	Flooring Payment	Accumulated rent difference - flooring	Floring Balance
9/1/2010		\$1,381.00									
10/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,462.00	\$135.00	\$3,381.00	\$810.00
11/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,516.00	\$135.00	\$3,435.00	\$675.00
12/1/2010		\$1,381.00				\$1,435.00	\$54.00	\$3,570.00	\$135.00	\$3,489.00	\$540.00
1/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,624.00	\$135.00	\$3,543.00	\$405.00
2/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,678.00	\$135.00	\$3,597.00	\$270.00
3/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,732.00	\$135.00	\$3,651.00	\$135.00
4/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$3,786.00	\$135.00	\$3,705.00	\$0.00
5/1/2011		\$1,381.00				\$1,300.00	-\$81.00	\$3,705.00			
6/1/2011		\$1,381.00				\$1,570.00	\$189.00	\$3,894.00			
7/1/2011		\$1,381.00				\$1,000.00	-\$381.00	\$3,513.00			
8/1/2011		\$1,381.00				\$1,635.00	\$254.00	\$3,767.00			
9/1/2011		\$1,381.00				\$1,670.00	\$289.00	\$4,056.00			
10/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$4,110.00			
11/1/2011		\$1,381.00				\$1,435.00	\$54.00	\$4,164.00			
12/1/2011		\$1,381.00				\$1,885.00	\$504.00	\$4,668.00			
1/1/2012		\$1,381.00				\$1,485.00	\$104.00	\$4,772.00			
2/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$4,826.00			
3/1/2012		\$1,381.00				\$1,000.00	-\$381.00	\$4,445.00			
4/1/2012		\$1,381.00				\$2,435.00	\$1,054.00	\$5,499.00			
5/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$5,553.00			
6/1/2012		\$1,381.00				\$1,435.00	\$54.00	\$5,607.00			
6/27/2012	Court Settlement					\$0.00	-\$1,381.00	\$4,226.00			
	\$600 Attorney fee										
	Subtract attorney fee							-\$600.00			
7/1/2012		\$1,381.00						\$3,626.00			
8/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$3,960.00			
9/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,294.00			
10/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,628.00			
11/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$4,962.00			
12/1/2012		\$1,381.00				\$1,715.00	\$334.00	\$5,296.00			
1/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$5,630.00			
2/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$5,964.00			
3/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,298.00			
4/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,632.00			
5/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$6,966.00			
6/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,300.00			
7/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,634.00			
8/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$7,968.00			
9/1/2013		\$1,381.00				\$1,715.00	\$334.00	\$8,302.00			
						\$1,715.00	\$334.00	\$8,636.00			

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2008 FEB 19 AM 10:44

INT ARS TRADING

T19-0381

Date	Note	Rent	Days Late	Late Fees = .364 = 1/3650 of monthly rent per day.	Accumulated late fees	Payment from tenant	Rent Difference	Accumulated rent difference	Flooring Payment	Accumulated rent difference - flooring	Flooring Balance
10/1/2013		\$1,381.00				\$0.00	-\$1,381.00	\$7,255.00			
11/1/2013		\$1,381.00				\$1,465.00	\$84.00	\$7,339.00			
12/1/2013		\$1,381.00				\$1,435.00	\$54.00	\$7,393.00			
1/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$7,477.00			
2/1/2014		\$1,381.00				\$0.00	-\$1,381.00	\$6,096.00			
3/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$6,180.00			
4/1/2014		\$1,381.00				\$1,465.00	\$84.00	\$6,264.00			
5/1/2014		\$1,479.00				\$1,465.00	-\$14.00	\$6,250.00			
6/1/2014		\$1,479.00				\$1,465.00	-\$14.00	\$6,236.00			
7/1/2014		\$1,479.00				\$2,299.00	\$820.00	\$7,056.00			

2020 FEB 19 AM 10:44

RENT ARREARS STATEMENT  
 11/1/2019  
 11/1/2019

000324

FIELD MANAGEMENT CORPORATION

T19-0381

Lease-Rental Agreement

Tenant:

RORI ABERNETHY

Monthly rent:

\$ 1,200.-

Address of premises:

201 ATHOL AVE #201  
OAKLAND, CA 94606

Additional tenants who will reside in the premises:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date tenancy begins:

10/11/00

Tenant hereby offers to rent the above named premises from Field Management Corporation under the following terms and conditions. These terms and conditions are covenants of this lease and failure to abide by these covenants shall be good cause to terminate this lease agreement.

1. **Term:** The term of this lease shall commence on 10/11/00 and shall continue on a month-to-month basis thereafter. Either party may terminate the same by giving the other party seven (7) days written notice provided that tenant agrees not to terminate prior to the expiration of six (6) months.
2. **Rent:** Tenants rent is payable in advance on the first day of each calendar month to Field Management Corporation or its authorized agent. Rent is to be paid by local check or money order made payable to Field Management Corporation. Upon seven (7) days written notice, Field Management Corporation may require tenant to pay rent in the form of a certified check or money order. In the event rent is not paid within five (5) days or tendered payment by check is dishonored by any bank, tenant agrees to pay the reasonable costs of such late or dishonored payment not to exceed \$25.00 per monthly payment.
3. **Occupancy and Use:** It is expressly understood that this agreement is between Field Management Corporation and each signatory individually and severally. In the event of default by any one signatory each and every remaining signatory shall be responsible for timely payment of rent and all other provisions of this agreement. The premises shall be used as a residence solely by the undersigned tenants with no more than 1 adults and 0 children and for no other purpose, without the prior written consent of Field Management Corporation. Occupancy by non-resident guests staying more than 10 days will be considered a violation of this provision.
4. **Utilities:** Tenant shall be responsible for payment of all utilities, which are separately provided to his premises. Field Management Corporation shall pay for water and garbage, excluding service required in addition to standard monthly charges.
5. **Pets:** No pets shall be brought on the premises without the prior consent of Field Management Corporation.
6. **Assignment and Subletting:** Tenant shall not assign this agreement or sublet any portion of the premises without prior written consent of Field Management Corporation which may not be unreasonably withheld.
7. **Entry and Inspection:** Tenant shall permit Field Management Corporation or its agents to enter the premises at reasonable times and upon reasonable notice for the purpose of making necessary or convenient repairs, or to show the premises to prospective tenants, purchasers, or mortgagees. In an emergency, Field Management Corporation or its agent may enter the premises at any time without securing prior permission from tenant for the purpose of making corrections or repairs to alleviate such emergency. Tenant may not change locks on the premises without the prior written permission of Field Management Corporation. Tenant must provide Field Management Corporation with a key to any device which restricts the opening of any door or window of the premises.
8. **Security Deposit:** A security deposit, as set forth in the "Security Deposit and Premises Inspection Receipt," if any, shall secure the performance of tenants' obligations hereunder. Field Management Corporation may, but shall not be obligated to, apply all or portion of said deposit on account of tenants' obligations hereunder.

RECEIVED OCT 11 2000

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119-0381

9.

Statement showing any charges made against such deposits by Field Management Corporation.

Maintenance, Repairs or Damage: Tenant acknowledges that the Premises are in good order and repair, unless otherwise indicated herein. Tenant shall, at his own expense, and at all times, maintain the Premises in a clean and sanitary manner including all equipment, appliances, and furnishings therein. Upon termination, tenant shall surrender these items in as good condition as received, normal wear and tear excepted. Tenant is responsible for repairs to the Premises which are not caused by normal wear and tear. Such repairs include, but are not limited to, broken windows and doors attributable to tenant or his guests, pipe blockages caused by tenant, and repairs to fixtures and appliances which are necessary because of tenant's improper use. Tenant shall not allow any person on the Premises, with his permission, to willfully or wantonly destroy, deface, damage, impair or remove any part of the structure or Premises or the facilities, equipment, or appurtenances hereon. Nor shall tenant engage in any such conduct himself. Tenant agrees to be financially responsible for damage to the structure, Premises, appliances, or fixtures which is caused by negligence, lack of due care, or improper use of these facilities by tenant or his guests.

2023 FEB 19 AM 10:44

UNIT ARRIVAL TIME  
CITY OF AS  
RECORD UNIT

000326

T19-0381

10. **Alterations:** Tenant shall not paint, paper, or otherwise redecorate or make any other alterations or additions to the premises without the prior written consent of Field Management Corporation. Carpets, drapes, fixtures, and appliances are provided in an "as is" condition. Field Management Corporation does not guarantee nor will they provide a constant level of quality. If tenant desires a higher quality than is being provided, tenant shall be allowed, at tenant's own expense, to upgrade the quality through the use of Field Management Corporation's usual suppliers and contractors. Any such improvement will be considered as a permanent addition to the premises and may not be removed when the tenancy terminates.

11. **Indemnification and Hold-Harmless Clause:** Tenant hereby expressly releases Field Management Corporation from any and all liability for loss or damage to tenant or any of tenant's property caused by water leakage, breaking pipes, theft, fire, vandalism, or any other cause beyond the reasonable control of Field Management Corporation. Field Management Corporation shall not be liable for any damage or injury to tenant, or any other person, or to any property, occurring on the premises, or any part thereof, or in common areas thereof, unless such damage is the proximate result of the negligence or unlawful act of Field Management Corporation, its agents, or its employees. Tenant agrees to hold Field Management Corporation harmless from any claims for damages no matter how caused, except for injury or damages for which Field Management Corporation is legally responsible.

12. **Default:** If tenant shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, Field Management Corporation, at its option, may terminate all rights of tenant hereunder, unless tenant, within said time, shall cure such default. If tenant abandons or vacates the property while in default, Field Management Corporation may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event Field Management Corporation reasonably believes that such abandoned property has no value, it may be discarded. All property on the premises is hereby subject to a lien in favor of Field Management Corporation for the payment of all sums due hereunder, to the maximum extent allowed by law.

13. **House Rules:** Tenant agrees to abide by any and all house rules, whether established before or after the execution hereof. These rules shall include, but not be limited to, noise, odors, disposal of refuse, parking, and use of common areas. Tenant shall not have a waterbed on the premises without the prior written consent of Field Management Corporation.

14. **Ordinances and Statutes:** Tenant shall comply with all statutes, ordinances, and requirements of all municipal, state, and federal authorities now in force, or which may hereafter be in force, pertaining to the use of the premises. Tenant shall not maintain a nuisance on the premises. Nuisance shall include, but not be limited to, excess noise created by the tenant, his activities, or his guests.

If the premises is located in Oakland, California, tenant hereby acknowledges that he has been informed of Ordinance #9980 and the existence of the Residential Rent Arbitration Board.

15. **Waiver:** No failure of Field Management Corporation to enforce any term hereof shall be deemed a waiver, nor shall any acceptance of a partial payment of rent be deemed a waiver of Field Management Corporation's right to the full amount thereof.

16. **Notices:** Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to tenant at the premises or to Field Management Corporation at the address shown below or at such other places as may be designated by the parties from time to time.

17. **Time:** Time is of the essence of this agreement.

18. **Additional Terms and Conditions:**

2020 FEB 19 AM 10:44

000327

... agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

The undersigned tenant(s) hereby acknowledges receipt of a copy hereof.

Dated: 10/11/00

T19-0381

Field Management Corporation  
201 Athol Avenue, Suite 401  
Oakland, California 94606

Tenant X [Signature]  
Tenant \_\_\_\_\_  
Tenant \_\_\_\_\_  
Tenant \_\_\_\_\_

By: [Signature]

2020 FEB 19 AM 10:45  
FBI ARBITRARY

05/06/2019

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 AUG -8 PM 4:19

Athol LLC  
1035 Underhills Road  
Oakland, CA 94610

Rori Abernethy  
201 Athol Avenue  
#201  
Oakland, CA 94606

Re: Notice of change of monthly rent

Dear Rori Abernethy:

Thank you for your continued residency at 201 Athol Avenue - #201. The below increase is within the City of Oakland guidelines and the "**NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM**" is attached to this increase notification.

You are hereby given this 30 day written notice that effective 07/01/2019 your monthly rent, which is payable on or before the first day of each month, will be \$1,652.00 instead of \$1,597.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

Regards,

  
Athol/LLC

000329

## *Athol Avenue Apts LLC*

---

March 24, 2009

Rory Abernethy  
201 Athol #201  
Oakland, CA 94606

Dear Tenants:

The annual Rent Program fee of \$30 that the City of Oakland charges us per unit is now due. This fee is split between the owner and the tenant.

We have already paid the City of Oakland the entire amount. Please send us a check for \$15 to cover your half of this fee. A self-addressed envelope is enclosed for your use.

A copy of the Rent Program Service Fee Information sheet from the City of Oakland web site is enclosed for your information.

Very truly yours,

ATHOL AVENUE APTS LLC

## Rent Program Service Fee Information

You may have received a notice in the mail regarding a Rent Program Service Fee.

- **What this is:** Each year landlords are required to pay a fee, currently \$30, for each rental unit they own that is covered by the Rent Adjustment Ordinance or the Just Cause for Eviction Ordinance (Measure EE).
- **Who has to pay this fee:** Owners of covered residential rental units (landlords) in Oakland. You do not have to pay this fee on a rental unit you live in, if it is your primary place of residence. Additionally, some units are exempt from the fee. See the exemptions list and information in the notice. If the fee is paid on time, property owners are entitled to collect 1/2 of the fee (\$15.00) from the tenant(s) of the rental unit for which the fee is paid. This amount may not be included when calculating a rent increase.
- **Why:** This fee is used to cover the costs of operating the City of Oakland's Rent Adjustment Program (formerly Residential Rent Arbitration) and implementation of the Just Cause for Eviction Ordinance (Measure EE).
- **Due:**
  - 2005 and later: January 1 of each year. Delinquent after March 1.
  - 2004 and earlier: March 1 of each year. Delinquent after May 1.
- **Laws:** Oakland Municipal Code Section 8.22.500 | [PDF](#)
- **Rental Fee Forms**
  - [view the current application form](#)
  - [view the current rental fee declaration](#) and [instructions for fee declaration](#)
  - **Download MS Excel file to see amount owed for past due fees (as of today's date).**

**Questions:** If you have any questions about this fee, or about the exemptions listed, please contact us by [e-mail](#), or call the Rent Adjustment Program at 238-3709.

City of Oakland  
Community and Economic Development Agency  
Housing and Community Development Division  
250 Frank Ogawa Plaza Suite 5313 | Oakland, CA 94612  
Tel: 510.238.3015 | Fax: 510-238-3691 | TDD: 238-3254

City of Oakland is an equal opportunity housing provider



000331

T19 - 0381

2020 FEB 19 AM 10:44

RENT ARBITRATION BOARD  
CITY OF SAN JOSE  
RENT BOARD

RC/MF

Property Owner  
Exhibit

000332

719-0381

EDWARD A. NAGY  
ATTORNEY AT LAW

510 - 3<sup>rd</sup> STREET, SUITE 101  
OAKLAND, CA 94607  
(510) 839-2074

July 1, 2014

Rori Abernathy  
201 Athol Avenue, Apt. 201  
Oakland, CA 94606

Re: My client: Athol, LLC

Dear Ms. Abernathy;

My client has forwarded two checks, each dated July 1, 2014 to my office. One check is in the amount of \$820.00 and the other for \$1,479.00. The checks have been rejected by Athol, LLC because they were received after the expiration of the 3 day notice to pay rent or quit.

You may come to my office Monday through Friday between the hours of 9:15 a.m. and 4:00 p.m. to retrieve the checks, or upon written instructions from you, I will have the checks mailed to you by first class mail, postage prepaid.

My client wishes to have possession of the premises. If you would like to discuss a settlement wherein we can agree on a move-out date please call me.

Sincerely,

Edward A. Nagy

EAN.bmm  
cc. Client

2014 FEB 19 AM 10:44  
FBI AMSTERDAM

000333

A

Case #

T19-0381

RECEIVED  
CITY OF SEATTLE  
ADR ARBITRATION PROGRAM

2020 FEB 19 PM 4:16

This is a note

from Mark

Roemer

concerning

the invoice

with rent <sup>over</sup> payments.

They set up one

meeting. I had

a school conflict and

the refused to reschedule,

Rec'd reviewed  
Please call me on  
Wed. 3/12  
MMA  
516 653-6444

Petitioner  
Exhibit

000334

Case # T19-0381

THREE DAY NOTICE TO PAY RENT OR QUIT

2020 FEB 19 PM 4:16  
tenant(s) in possession.

TO Rori Abernethy

WITHIN THREE DAYS after service upon you of this notice, you are hereby required to pay the rent of the premises hereinafter described, of which you now hold possession, amounting to the sum of \$806.00 dollars, which became due on the dates indicated:

DATE	RENT	AMOUNT
May 2014	\$1,479.00	\$806.00 unpaid ←

This references a partial payment for the 1400 deposit they insisted I owed them.

or you are hereby required to deliver up possession of the hereinafter described premises, within THREE DAYS after service on you of this notice, to ATHOL LLC who is authorized to receive the same, or the undersigned will institute legal proceedings against you to declare the forfeiture of the lease or rental agreement under which you occupy the hereinbelow described property, and to recover possession of said premises, with past due rent and damages. The premises herein referred to are situated at:

201 Athol Avenue #201, Oakland, California 94606

You are further notified that the undersigned does hereby elect to declare the forfeiture of the lease or rental agreement under which you hold possession of the above described premises.

Rent may be paid to -Athol LLC via US MAIL at PO Box 20545 Oakland California 94620 between the hours of \_\_\_\_\_

( ) Mon thru Fri (XX) Mon thru Sat ( ) Mon thru Sun Phone No: (510) 653-6494

IF THE TENANCY TERMINATES PURSUANT TO THIS THREE DAY NOTICE, you have the legal right to request an initial inspection of your unit and be present during the inspection. The purpose of this inspection is to allow you the opportunity to correct any deficiencies in the unit in order to avoid deductions from the security deposit. Please contact the Owner/Agent as directed below to request an initial inspection.

If you request the inspection, THE INSPECTION WILL TAKE PLACE ON: CALL TO SCHEDULE at \_\_\_\_\_ (time), which is at least 48 hours after service of this notice. Please contact the Owner/Agent if you wish to reschedule the inspection for another day or time prior to the termination of your tenancy. This Notice services as your 48 hours notice prior to Owner/Agent's entry into your unit.

This notice is given in good faith with honest intent and no ulterior motive pursuant to Section 6.A(1) of Oakland Just Cause for Eviction Ordinance.

DATED: May 5, 2014

By: Mark Roemer  
Mark Roemer, Manager Member, Athol LLC

Information regarding evictions is available from the City of Oakland's Rent Program. Parties seeking legal advice concerning evictions should consult with an attorney. The rent board is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612, Telephone (510) 238-3721, [www.oaklandnet.com](http://www.oaklandnet.com) (as of January 2004)

Cc: Oakland Rent Board



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department  
Rent Adjustment Program

TEL (510) 238-3721  
FAX (510) 238-6181  
CA Relay Service 711

## HEARING DECISION

**CASE NUMBER:** T19-0381, Abernathy v. Ivy Hill  
Properties/Athol LLC

**PROPERTY ADDRESS:** 201 Athol Avenue #201, Oakland, CA

**DATE OF HEARING:** February 26, 2020

**DATE OF DECISION:** June 15, 2020

**APPEARANCES:** Rori Abernathy, Tenant  
No appearance for the Owner

## SUMMARY OF DECISION

The tenant's petition is granted in part. The legal rent for the unit is set forth in the Order below.

## CONTENTIONS OF THE PARTIES

The tenant filed a petition on August 8, 2019, contesting a rent increase from \$1,597 to \$1,652, effective July 1, 2019, on the following grounds: that the CPI and/or banked rent increase notice was calculated incorrectly; that she received a rent increase notice before the property owner received approval from the Rent Adjustment Program (RAP) for such an increase; that the owner did not give her a *RAP Notice* at least six (6) months before the effective date of the rent increase; that the rent increase notice was not given to her in compliance with state law; and that the proposed rent increase would exceed an overall increase of 30% in five (5) years. The tenant also contested a rent increase from \$1,330 to \$1,435, effective January 1, 2008, on the same grounds.<sup>1</sup>

///

<sup>1</sup> The tenant answered "Yes" to having received the *RAP Notice* with the 2019 increase, but "No" to having received the *RAP Notice* with the 2008 increase.

Additionally, the tenant alleged that the owner is providing her with fewer housing services than she received previously. Her list of decreased services included the following:

- Smoking in the building, including from the neighbor beneath her, which infiltrates her unit;
- Prostitution and drug dealing in the building;
- Homeless person who leaves items outside the building and enters a unit in the building through the window;
- Urine smell in elevator;
- Dirty common areas in building; and
- Stairwell doors that do not lock.

The owner filed a timely *Property Owner Response* asserting that the 2008 rent increase never happened and that the 2019 rent increase was allowable as a 3.5% CPI increase. The owner also responded to each of the items on the tenant's list and claimed that: "The tenant has better services than they had prior to originally moving into the property."

### **THE ISSUES**

1. When, if ever, was the tenant served with the *RAP Notice*?
2. Which rent increases can the tenant challenge?
3. Was the most recent rent increase notice valid?
4. Have the tenant's housing services decreased and, if yes, in what amount?
5. What, if any, restitution is owed between the parties and how does it affect the rent?

### **EVIDENCE**

Rental History: The tenant testified that she moved into the unit, 201 Athol Avenue #201, in October 2000, at an initial rent of \$1,200. She does not recall whether or not she received the *RAP Notice* when she first moved into the unit. The tenant testified that she subsequently received rent increase notices, but never with a *RAP Notice*. She paid each of these rent increases.

The tenant testified that the first time she received the *RAP Notice* was with the rent increase notice dated March 10, 2014 (Exhibit 2).

The tenant testified that new floors were installed in her unit in December 2007 because the carpet was 34 years old at the time and was causing her medical problems. She entered into an agreement to pay \$135 extra per month for 24 months towards the cost of the flooring, which totaled \$3,240 (Exhibit 3, p. 2 and Exhibit 5, p. 1).

The tenant further testified that the most recent rent increase notice she received purported to increase her rent from \$1,597 to \$1,652 a month, effective July 1, 2019 (Exhibit 7). Although this rental increase notice was dated May 6, 2019, the tenant did not receive it until sometime in June 2019. The notice was in an envelope, along with

the *RAP Notice*, and was handed to her by the property manager's mother, who lives in the building, shortly after June 3, 2019. The tenant remembers the date because she is a teacher and the last day of school for the 2018-2019 school year was June 3, 2019; she is not home during daytime hours on weekdays during the school year and she recalls being handed the notice during the day after the school year ended. The tenant is currently paying \$1,652 in monthly rent and plans to continue paying that amount until a decision is issued in this case.<sup>2</sup>

#### Decreased Housing Services

##### Smoking in Building

The tenant testified that the tenant in the unit directly beneath hers, Unit 101, is a chain smoker who moved in sometime in February 2017. Since then, smoke has entered her unit from his unit, both through her window, and through her living room and bedroom floors. There is also smoke that flows from his unit into the common areas and hallways of the building. The tenant is a non-smoker, and this problem did not exist when she moved into the building. She complained to Al Sims, the building manager, about this issue at least two times during 2018. Mr. Sims stated that he would talk to the other tenant, but the smoking problem continued.

The tenant submitted an online complaint to the owner about the smoking problem in June 2019 (Exhibit 1, pp. 6-7). She received a telephone call in response, and was told that the management would talk to the tenant and to his roommate. The situation did not improve, and the tenant complained again on November 3, 2019, but the owner did not do anything about her complaint. Her physician documented that she was suffering from reactive airway disease due to the smoke (Exhibit 3, pp. 4-5).

##### Prostitution and Drug Dealing in Building

The tenant testified that another tenant on her floor moved into Unit 205 in 2018 and lived there approximately one year. During this period, there were strange men constantly passing by her unit in the hallway, mostly at night. These people smoked in the hallway and the smoke would enter the tenant's unit. The tenant believes that there was both prostitution and drug dealing occurring in Unit 205. These problems did not exist when she moved into the building. The tenant complained to Mr. Sims verbally about the issue in 2018, at the same time as she complained to him about the issue of smoke from the occupant of Unit 101. Mr. Sims replied that the owner was trying to evict the occupant of Unit 205. In early 2019, the tenant called the Oakland Police to report the problem (Exhibit 3, p. 6), and the occupant of Unit 205 moved out one month later.

##### Homeless Person

The tenant testified that, in 2019, immediately after the prior occupants of Unit 205 moved out, another person moved in who was drunk a lot. This person would allow a homeless man who scattered his clothes outside of the front of the building to use a ladder to climb into her unit through the window. The tenant is aware of at least two

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<sup>2</sup> The tenant testified that there was one month since July 2019 when she only paid \$1,597 in rent because the monthly invoice she received from the Owner listed that amount.

times that the homeless person entered the building in this way. The tenant complained to Mr. Sims about the situation in approximately March 2019. He told the tenant that he was aware of the problem and that he would talk to the occupant of Unit 205. The tenant testified that the homeless person's clothes remained scattered in front of the building for two months and that she was not aware of any response from the owner to address the problem.

#### Urine Smell in Elevator

The tenant testified that, beginning in February 2017, the elevator in the building has smelled like urine. This problem did not exist when she moved into the building. She believes the smell is due to an animal urinating in the elevator. She reported this verbally to Mr. Sims a few times, most recently a few months prior to the Hearing. She stated that Mr. Sims would clean the elevator on occasion, but that the smell of urine remains.

#### Dirty Common Areas

The tenant stated that the building has not been kept clean since the current owners purchased it in 2006. The prior manager would power wash surfaces, such as the exterior stairwell and the garbage area, on a weekly basis, and would also vacuum the common area carpeting once a week. This cleaning stopped after the ownership changed. She mentioned this to a Mr. Hickingbotham, representative for the current owner Jim Lewis, during a phone call in 2015. She was told that things would improve, but no action has been taken. She also submitted this complaint in writing on January 5, 2020 (Exhibit 1, p. 5). The tenant submitted a photograph of the carpeting in the second floor lobby, directly outside of her unit, taken on January 17, 2020, to demonstrate how dirty it is (Exhibit 1, p. 9).

#### Stairwell Doors that Do Not Lock

The tenant testified that, after Mark Roemer and Jim Lewis bought the building in 2005 or 2006, they repainted the interior of the building. The stairwell doors were removed during this painting process and, after they were reinstalled, they no longer locked. The door between the garage and the lobby also does not fully close anymore. The tenant mentioned this problem verbally both to Mr. Sims, who promised to speak with the owner, and to Mr. Roemer himself, who promised to look into the problem.<sup>3</sup> The doors still do not lock. The tenant considers this a safety concern because of the lack of security this presents. The tenant submitted a notice to the building tenants that the management sent, dated November 6, 2013, regarding a burglary in the building (Exh. 3, p. 1). She blamed this burglary on the door issue.

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<sup>3</sup> The tenant testified that Mr. Roemer is no longer an owner of the building, and that the current owners of the building are Mr. Lewis and Mr. Hickingbotham. The *Property Owner Response* states that the owner's name is James Lewis (Ivy Hill Properties) and the owner's representative is J. Hickingbotham.

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

### **When, if ever, was the tenant served with a *RAP Notice*?**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>4</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>5</sup>

Based on the tenant's testimony, it is found that the tenant did not receive the *RAP Notice* when she moved in, but she did receive it in March 2014, as well as in June 2019.

### **Which rent increases can the tenant challenge?**

The tenant was first provided with the *RAP Notice* in 2014. She had only 90 days from first receiving the *RAP* notice to challenge any rent increases. O.M.C. § 8.22.090(A)(2).<sup>6</sup> Because she did not file the petition in this matter until August 8, 2019, the tenant is not entitled to challenge the 2008 rent increase that was related to the installation of new flooring in her unit.

The tenant is, however, entitled to challenge the rent increase notice she received a few days after June 29, 2019 (Exhibit 2, pp. 4-6), since her petition was filed within 90 days of being served the rent increase notice.

### **Was the most recent rent increase notice valid?**

California Civil Code Section 827(a) states that a rent increase cannot take effect until 30 days after the tenant is given written notice. A rent increase notice must either be delivered to a tenant personally (Section 827(b)(1)(A)), or by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure (Section 827(b)(1)(B)).

The tenant was personally served with the most rent increase notice after June 3, 2019. Therefore, the notice was invalid because she did not receive 30 days' notice of the increase prior to its going into effect on July 1, 2019. The tenant's base rent is \$1,597, the amount prior to the increase.

### **Have the tenant's housing services decreased and, if yes, in what amount?**

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>7</sup> and may be corrected by a rent adjustment.<sup>8</sup>

<sup>4</sup> O.M.C. § 8.22.060(A)

<sup>5</sup> O.M.C. § 8.22.070(H)(1)

<sup>6</sup> In point of fact, pursuant to the Ordinance then in effect, the tenant had only 60 days from first receiving the *RAP Notice* in March 2014 to challenge any rent increase. O.M.C. § 8.22.090(A)(2), effective 1-16-2007.

<sup>7</sup> O.M.C. § 8.22.070(F)

<sup>8</sup> O.M.C. § 8.22.110(E)

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 that is no longer being provided.

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

There is a time limit for claiming decreased housing services. Once the tenant is served with a *RAP Notice*, a tenant petition must be filed within 90 days after the decrease in service begins. However, if it is a continuing problem, the tenant can file at any time, but is only entitled to restitution beginning 90 days before the petition is filed and to the period of time the owner knew or should have known about the condition.<sup>9</sup>

Since the tenant was initially served with the *RAP Notice* in 2014, her claims should either have been filed within 90 days after the decrease in services began or are limited to 90 days before she filed her petition. Because the tenant did not file her petition until August 8, 2019, her restitution claim is limited to 90 days prior to that date, which would be May 10, 2019.

#### Smoking in Building

The tenant established that the smoke in the building from the tenant in the unit directly beneath hers is a continuing problem which has caused problems for her health, that she notified the owner about the problem on more than one occasion, and that the owner did not resolve the problem. This amounts to a changed condition from when she first moved into her unit. The tenant is entitled to an ongoing rent decrease of 10% of the rent for this condition until the owner takes the proper steps to make sure that smoke does not enter the tenant's unit from other tenants in the building. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 10, 2019, as noted on the chart below.

#### Prostitution and Drug Dealing in Building

The tenant established that there was increased traffic outside her door beginning in 2018 due to the activities of the occupant in Unit 205. This stopped, however, in early 2019, before the deadline of May 10, 2019. Therefore, the tenant is not entitled to an ongoing rent decrease or restitution for this condition.

#### Homeless Person

The tenant testified that the situation with the homeless person, who left clothes outside of the building and climbed into the building through the window of Unit 205, took place when that occupant moved in sometime in early 2019. The tenant's estimate of the timeframe placed it as lasting from March 2019, when she spoke to Mr. Sims about the situation, to two months after that. The tenant did not establish with any specificity that this problem persisted after May 10, 2019, therefore she is not entitled to an ongoing rent decrease or restitution for this condition.

<sup>9</sup> O.M.C. § 8.22.090(A)(3)(b)

#### Urine Smell in Elevator

The tenant established that there has been a urine smell in the elevator since February 2017, which is a changed condition from when she moved into the building. Although she has complained to the property manager about the problem, it persists. The tenant is entitled to an ongoing rent decrease of 2% of the rent for this condition until the owner takes the proper steps to make sure that the elevator does not smell like urine. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 10, 2019, as noted on the chart below.

#### Dirty Common Areas

The tenant established that the common areas of the building have not been kept clean, beginning in 2006, and that this is a changed condition from when she moved into the building. Although she complained to the owner's representative about this problem, it has not been addressed. The tenant is entitled to an ongoing rent decrease of 2% of the rent for this condition until the owner resumes cleaning and vacuuming the common areas at least once every two weeks. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 10, 2019, as noted on the chart below.

#### Stairwell Doors that Do Not Lock

The tenant established that the stairwell doors do not lock, and the door between the garage and the lobby does not fully close, since the interior of the building was repainted in 2005 or 2006, and that this is a changed condition from when she moved into the building. She notified the owner about this issue, but it has not been corrected. The tenant is entitled to an ongoing rent decrease of 3% of the rent for this condition until the owner provides locking doors on the stairwells and ensures that the door between the garage and the lobby fully closes. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 10, 2019, as noted on the chart below.

#### **What, if any, restitution is owed between the parties and how does it affect the rent?**

The tenant's base rent is \$1,597 a month. The tenant is entitled to a monthly rent decrease for these ongoing conditions: 10% for the smoke in the building (\$159.70), 2% for the urine smell in the elevator (\$31.94), 2% for the dirty common areas (\$31.94), and 3% for the non-locking stairwell doors (\$47.91). For now, \$271.49 a month is subtracted from the current legal rent of \$1,597 for a total rent of \$1,325.51 a month. This is the tenant's current legal rent.

The tenant is also entitled to restitution for any rent overpayments since May 10, 2019. She testified that she paid the higher rent amount for every month but one beginning in July 2019. Therefore, she is owed a total of \$4,134.37, the sum of \$3,529.37 for the lost services and \$605 for the overpaid rent, as noted on the chart below.

Decreased Service	VALUE OF LOST SERVICES				Decrease /month	No. Months	Overpaid
	From	To	Rent	% Rent Decrease			
Smoke in Building	10-May-19	30-Jun-20	\$1,597.00	10%	\$ 159.70	13	\$ 2,076.10
Urine Smell in Elevator	10-May-19	30-Jun-20	\$1,597.00	2%	\$ 31.94	13	\$ 415.22
Dirty Common Areas	10-May-19	30-Jun-20	\$1,597.00	2%	\$ 31.94	13	\$ 415.22
Stairwell Doors	10-May-19	30-Jun-20	\$1,697.00	3%	\$ 47.91	13	\$ 622.83
<b>TOTAL LOST SERVICES</b>							<b>\$ 3,529.37</b>
<b>OVERPAID RENT</b>							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Jul-19	30-Jun-20	\$1,652.00	\$1,597.00	\$ 55.00	11*	\$ 605.00
<b>TOTAL OVERPAID RENT</b>							<b>\$ 605.00</b>
MONTHLY RENT							<b>\$1,597.00</b>
TOTAL TO BE REPAID TO TENANT							<b>\$ 4,134.37</b>
TOTAL AS PERCENT OF MONTHLY RENT							259%
AMORTIZED OVER				12	MO. BY HRG. OFFICER IS		<b>\$ 344.53</b>
*11 months rather than 12 months because there was one month the tenant paid only \$1,597							

An overpayment of this amount is normally adjusted over a period of 12 months.<sup>10</sup> The restitution deduction is \$344.53 a month. The tenant is entitled to begin to deduct the restitution owed from her rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

**However**, should the owner stop the problem of smoke entering the tenant's unit by enforcing its no-smoking policy, it can increase the rent by 10% (\$159.70 a month); should the owner fully eliminate the urine smell in the elevator and keep the smell from returning by cleaning the elevator at least once a week and providing a log of the cleaning task, it can increase the rent by 2% (\$31.94); should the owner clean and vacuum the common areas every two weeks and provide a log of the cleaning task, it can increase the rent by 2% (\$31.94); and, should the owner repair the doors such that the stairwell doors lock and the door between the garage and the lobby fully closes, it can increase the rent by 3% (\$47.91). **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

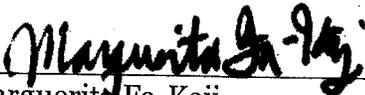
**Additionally, if the owner wishes to pay the tenant restitution in one lump sum, it has the authority to do so.** If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

<sup>10</sup> Regulations, Section 8.22.110(F)(4)

**ORDER**

1. Petition T19-0381 is granted in part.
2. The tenant's base rent is \$1,597 a month.
3. Due to ongoing conditions, the tenant is entitled to a \$271.49 per month rent decrease. The tenant's current legal rent, before consideration of restitution, is \$1,325.51 a month.
4. Due to past decreased services and rent overpayments, the tenant is owed restitution of \$4,134.37. Therefore, the tenant's rent is adjusted by a rent decrease for 12 months in the amount of \$344.53 a month.
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the owner wishes to, it can repay the restitution owed to the tenant at any time. If it does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner stops the problem of smoke entering the tenant's unit by enforcing its no-smoking policy, it can increase the rent by 10% (\$159.70 a month). If the owner fully eliminates the urine smell in the elevator and keeps the smell from returning by cleaning the elevator at least once a week and providing a log of the cleaning task, it can increase the rent by 2% (\$31.94). If the owner cleans and vacuums the common areas every two weeks and provides a log of the cleaning task, it can increase the rent by 2% (\$31.94). If the owner repairs the doors such that the stairwell doors lock and the door between the garage and the lobby fully closes, it can increase the rent by 3% (\$47.91). **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**
8. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) calendar days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: June 15, 2020

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T19-0381**

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

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

**Documents Included**

Hearing Decision

**Manager**

J. Hickingbotham, Ivy Hill Properties/Athol LLC  
1035 Underhills Road  
Oakland, CA 94610

**Owner**

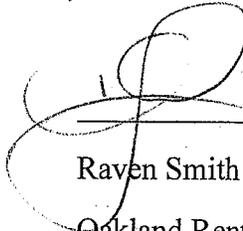
James Lewis  
1035 Underhills Road  
Oakland, CA 94610

**Tenant**

Rori Abernethy  
201 Athol Avenue Unit 201  
Oakland, CA 94606

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 **June 19, 2020** in Oakland, CA.

  
\_\_\_\_\_  
Raven Smith

Oakland Rent Adjustment Program

**000345**

2/26/20

RECEIVED  
CITY OF CHICAGO  
TENTATIVE ARBITRATION PROCESS

2020 FEB 26 PM 2:02

RC/MP

Attention  
Margarita Fa-Kaji,  
Case # T19 - 0381

Thank you so much for hearing my case today.

When I arrived home I realised the inspection document my landlord submitted was NOT my original deposit slip from Andrew Field. Mark Roemer and Jim Lewis Scribbled over the 2600 amount and changed it to \$1400.

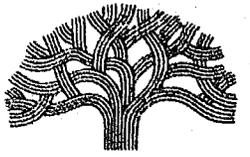
You asked me if I would like it removed from the case file. I said yes and then I changed my mind and said no you could keep it in.

But after thinking about it and referring to my documents again, **I would like it removed from the file.** It is inaccurate. My deposit in 2000 (which I paid prior to moving in) was \$2600 and Mark Roemer and Jim Lewis forced me to pay an additional \$1400 upon threat of eviction.

Thank you again,

Rori Abernethy  
Tenant  
201 Athol Avenue Apt #201  
Case # T19 - 0381

000346



CITY OF OAKLAND

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

For date stamp

**RECEIVED**

JUL 16 2020

RENT ADJUSTMENT APPEAL  
OAKLAND

Appellant's Name <b>Ivy Hill Properties/Athol LLC</b>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <b>201 Athol Avenue #201, Oakland CA 94606</b>			
Appellant's Mailing Address (For receipt of notices) <b>1035 Underhills Road, Oakland CA 94610</b>		Case Number <b>T19-0381</b>	Date of Decision appealed <b>June 15, 2020</b>
Name of Representative (if any) <b>James Lewis &amp; J. Hickingbotham</b>	Representative's Mailing Address (For notices) <b>1035 Underhills Road, Oakland CA 94610</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: 7.

• 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 July 6th, 2020, 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>	<b>Rori Abernathy</b>
<b>Address</b>	<b>201 Athol Avenue #201</b>
<b>City, State Zip</b>	<b>Oakland CA 94606</b>
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

	<u>7/6/2020</u>
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.

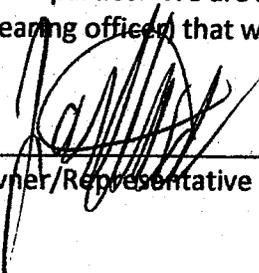
For more information phone (510) 238-3721.

City of Oakland  
Rent Adjustment Program  
Case Number T19-0381

Appeal Information;

1. We are in receipt of the Hearing decision and we request to have a new hearing date based on the items below;
  - a. The original notice for the hearing at your office (attached) was for a hearing date on February 19, 2020 based on the Proof of Service Mailing dated October 7, 2019 attached with the Notice. On the hearing decision it stated that the hearing date was February 26<sup>th</sup>, 2020. We never received any mailing that the date was changed.
  - b. James Lewis, the individual that was to appear on behalf of the property owner, has been undergoing lung cancer treatments for the past year. During the original date and the un-noticed new hearing date, he was undergoing treatment that made him unable to attend either date.

Please let us know if you can accommodate us with this request. You can probably see for our past dealing with the Rent Adjustment Program, that we typically try to work on a fair solution for all parties. We are sure that if we have the chance to provide our side to Marguerita Fa-Kaji (Hearing officer) that we can come to a fair solution.

  
\_\_\_\_\_  
Owner/Representative

2/6/2020  
\_\_\_\_\_  
Date

000350



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612

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

## NOTICE OF SETTLEMENT CONFERENCE AND HEARING

File Name: Abernethy v. Ivy Hill Properties/Athol LLC  
Property Address: 301 Athol Avenue Oakland, CA 94606  
Case Number: T19-0381

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter. The Settlement Conference in your case will begin on:

Date: February 19, 2020  
Time: 10:00 AM  
Place: 250 Frank H. Ogawa Plaza, Ste. #5313, Oakland, CA 94612

If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference.

### **Order to Produce Evidence**

All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than seven (7) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

### **Request to Change Date**

A request for a change in the date or time of Settlement Conference and Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the form. A continuance will be granted only for good cause.

### **Hearing Record**

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If the settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

### **Inspections**

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer or mutually agreed upon by the parties present at the Hearing. No testimony will be taken at the inspection.

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### **Representatives**

Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

### **Interpreter**

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters on request providing the request is made at least 7 days in advance of the scheduled Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant foreign language and they will fully and to the best of their ability interpret the proceedings.

### **Failure to Appear for Hearing**

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner's participation, or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing, or conduct the Hearing and render a decision without the respondent's participation.

### **Accessibility**

This meeting location is wheelchair accessible. To request disability-related accommodations or to request an ASL, please email [sshannon@oaklandnet.com](mailto:sshannon@oaklandnet.com) 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.

### **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.

**PROOF OF SERVICE**  
**Case Number T19-0381**

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**

Notice of Settlement Conference and Hearing

**Manager**

J. Hickingbotham, Ivy Hill Properties/Athol LLC  
1035 Underhills Road  
Oakland, CA 94610

**Owner**

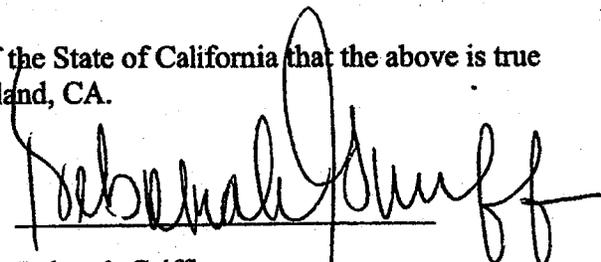
James Lewis  
1035 Underhills Road  
Oakland, CA 94610

**Tenant**

Rori Abernethy  
201 Athol Avenue Unit 201  
Oakland, CA 94606

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 **October 07, 2019** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

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City of Oakland  
Rent Adjustment Program  
Case Number T19-0381

Addendum #01

1. Response to item a on Grounds for Petition: We only raise rent as allowed by the City of Oakland Rent Board guidelines each year (banking as allowed and/or appropriate). Below we will detail the tenants two contested rent increases listed on the Tenant Petition;
  - a. The contested rent increase for 1/1/2008 from \$1330 to \$1435. This rent increase never happened. The tenant and the owners re-negotiated/signed a new lease (attached) on 12/26/2007 based on an agreement to install new flooring in the tenant's unit. The lease stated that new rent shall be \$1465, although there was an additional term that stated, "effective Jan 1, 2010 rent will be \$1330 subject to increases from Jan 1, 2008 according to cost of living index and City of Oakland Rent Program." From January 2008 through December 2009 the rent remained \$1330. Then in January 2010 per the terms of the lease the rent was increased to 1381 (2008 rent board increase of 3.2% + 2009 rent board increase of 0.7% = 3.9% increase). You can see this evidence on the tenant ledger included. After that the tenant's rent remained at \$1381 until May 2014 when it was increased to \$1479 (see attached letter from Rori's attorney and notes below in attachment list) through rent banking (2011 rent board increase of 2% + 2012 rent board increase of 3% + 2013 rent board increase of 2.1% = 7.1% increase). To summarize, the tenant agreed to a new lease with the base rent being \$1330 subject to the increases in January 2010. So, no increase to \$1435 in January of 2008.
  - b. The increase that was effective July 1, 2019 was raised 3.5% as allowed by the City of Oakland Rent Board. We noticed the tenant with the increase letter and included the "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" (RAP form). Even though the tenant stated that she received the notice on May 20, 2019, that is still 30 days prior to the rent increase effective date. In addition, the tenant received and signed a RAP form many years prior to this (see notes below on item e from the Tenant Petition).
2. Response to item c on Grounds for Petition: We have never increased this tenant's rent more than what was allowed as a yearly increase or on a rent banking method.
3. Response to item e on Grounds for Petition: The tenant has received and signed a RAP Form on 4/6/2003, which is prior to any of the tenants contested increases. We have included a copy of this.
4. Response to item f on Grounds for Petition: We always follow the City of Oakland and California State laws in the operation of our properties including serving tenants with rent increases.

5. Response to item i on Grounds for Petition: The tenant is correct that she and all of our tenants can notify management by multiple means. Whenever we are notified of a repair or complaint we take the necessary steps to work on rectifying it. For a while we did have a few issues with unit 207 on Rori's floor. **Smoking** – The two previous tenants in unit 207 did smoke and continued to do so after multiple notices from us to not do this. Both of these tenants have subsequently moved out. **Prostitutes and Drug Dealers** – We had no clear knowledge about either of these. As mentioned above we did have issues with the two previous tenants, one of which we had to work with her family to make sure she was able to move to a facility that could assist her with her psychological issues. This lady did bring some unknowing individuals into the building during the time we were working with her family, and as soon as they were able to move her out that problem ceased. **Elevator** – Many people use the elevator in this building on a regular basis and Tenants use the elevator to move in and out. In addition to that we have a few elderly tenants with canes/walkers/wheelchairs. Due to this use the elevator car wall paint does get chipped/scratched from time to time. We repaint as needed and we have a monthly elevator service contract to ensure the safe operation of this. In addition, there is a yearly inspection with the State of California elevator division to confirm we are in compliance. **Common area and carpets** – When the current owners acquired the building the hallways were very dark and dreary. The carpet was extremely old and held together/down with duct tape. Shortly after the new owners acquisition they painted the hallways/doors with a brighter paint, installed new carpet, and better lighting. We tour the building on a regular basis and take care of any work as necessary. Our onsite manager also maintains/cleans on a regular basis. The tenant has better services than they had prior to originally moving into the property.
6. Response to item k on Grounds for Petition: You can see from the table below that the increases we have given since August 2014 have not even closely totaled 30%.

Date Given	Effective Date	Rent From	Rent To	Allowed %
05/06/19	07/01/19	\$1597	\$1652	3.5% (2019)
04/24/18	06/01/18	\$1562	\$1597	2.3% (2017)
03/17/17	05/01/17	\$1532	\$1562	2.0% (2016)
03/28/16	05/01/16	\$1507	\$1532	1.7% (2015)
03/30/15	05/01/15	\$1479	\$1507	1.9% (2014)
			Total % increase	= 11.4%

All of these above allowable rent increases were rounded down.

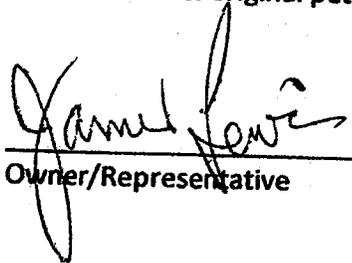
The below table is just for a point of reference as to a couple of the utility cost increases on the property.

Utility	Feb 2014 Cost	Feb 2019 Cost	% Increase
PG&E	\$830	\$1053	27%
EBMUD	\$280	\$874	212%
Waste Management	\$630	\$901	43%

We have been in property management for 38 years and have managed this building for approximately 14 years.

Attached with the City of Oakland Rent Adjustment Program Property Owner Response:

- Current Business License
- City of Oakland – 2019 Rent Adjustment Program Payment form (paid on 1/3/19)
- Original Lease 10/01/2000
- Renegotiated Lease signed 12/26/2007
- Rent increase letters dated 05/06/2019, 04/24/2018, 03/16/2017, 03/28/2016, and 03/30/2015
- Letter dated May 17, 2015 stating we have not received the tenant's rent of \$1507
- Letter from attorney Edward A. Nagy dated July 1, 2014 (three pages with copies of checks and Three Day Notice) on two checks that were returned to Rori after a Three Day Notice posting. This correspondence acknowledges that the tenants rent was \$1479 in 2014. This is the amount the May 2015 rent increase was based off of in the table above as well as the information in the Owner Response form.
- Tenant ledger for the period of 12/26/2007 to 07/01/2014 (9 pages). On page one you can see the notes about the new flooring agreement and the rent amount of \$1330. On page 4 you can see the notes on 01/01/2010 about the rent increase agreed to on the new lease and the new rent of \$1381. On page 9 you can see notes on 05/01/2014 about the rent increase to \$1479. You can also see a pattern of non-consistent amount payments.
- Tenants original petition T19-0381 date stamped 8-8-19

  
 \_\_\_\_\_  
 Owner/Representative

11/06/19  
 \_\_\_\_\_  
 Date