

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
FULL BOARD SPECIAL MEETING
March 25, 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 Meeting March 25, 2021**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82320914681>

Or iPhone one-tap :

US: +13017158592,,82320914681# or +13126266799,,82320914681#

Or Telephone:

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

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

Webinar ID: 823 2091 4681

International numbers available: <https://us02web.zoom.us/j/82320914681>

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.

000001

HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a) Approval of Board Minutes, 3/11/2021
4. OPEN FORUM
5. APPEALS*
 - a) T19-0410, De Luna Garcia v. Chang
 - b) L19-0169, Archer v. Tenants
 - c) T19-0018, Sund v. Vernon St. Apts. LP
6. ACTION ITEMS
 - a) Election of New Board Chair
7. 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 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 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 或致電 (510) 238-3721 或 711 California relay service.

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

March 11, 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

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
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 A. Graham appeared at 5:07 p.m.

Staff Present

Oliver Luby	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer (RAP)
Barbara Cohen	Acting Senior Hearing Officer (RAP)
Cometria Cooper	Supervisor, Community Engagement & Enforcement (RAP)
Harman Grewal	Business Analyst III (HCD)

3. CONSENT ITEMS

- a) Approval of Board Minutes from February 25, 2021, Full Board Special Meeting

Board discussion of publication of parties' email addresses in appeal cases.

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

The Board voted as follows:

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

Nay: None

Abstain: R. Auguste

The motion carried.

4. OPEN FORUM

- Emily Wheeler, Oakland Tenants Union

Complimented the RAP program under direction of C. Franklin Minor and requested information regarding transfer of RAP funds to other city departments, including personnel statistics. She wants to make sure other city departments are not looting RAP department funds. She is also opposed to another RAP fee and feels the 50% RAP fee should not be passed onto tenants.

- Rori Abernethy

Is a teacher in the San Francisco school district. Many people face eviction or are behind in rent payments due to the pandemic. She requests collaboration between Oakland Unified School District and RAP to provide information re tenants' rights in Oakland

- James Vann, Oakland Tenants Union

Echoes Ms. Wheeler's comments. States the RAP does not appear in the City's budget. The City Attorney's office notes 2½ full time employees (FTE) for RAP which is not included in

accounting of funds and wants to see this item reinstated. Questions a large number of dollars being allocated to other departments and requests investigation. He opposes a RAP fee increase as the last two RAP reports show a surplus of over \$300,000.

5. APPEALS

a) T19-0415, Beasley v. Horejsi

The tenant appellant did not appear. Chair Stone moved the item to be called after the consideration of T19-0351, Williams v. Burks. The tenant did not appear. Chair Stone asked staff to issue a notice of dismissal of the appeal subject to a showing of good cause as to why the tenant appellant did not appear at the appeal hearing.

b) T19-0351, Williams v. Burks

Appearances:	Tommy Burks	Owner Appellant
	Darnell Williams	Tenant Respondent
	Sunshine Williams	Tenant Respondent

The owner contended that he came to the RAP to review his figures. After the hearing there was a big rent decrease until he made changes. The changes were made within the first or second week after receipt of the hearing decision. He stated certain repairs such as the carpet repairs were not made because the carpet repair person would not go into anyone's home due to the pandemic. He requests that a proper rent increase be restored. The repairs in question pertain to the carpet and the wall patches.

The tenants contended that certain repairs were made but no repairs were made to the carpet or hole in the wall. Someone came to look at the carpet and the repair was scheduled for 3/25/20 but it was cancelled and nothing further was done. The owner is doing a good job, but the carpet is a hazard.

The owner stated that they could do the repairs within the next week or two.

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 the hearing officer to determine if the proper monthly rent is \$1,590.00 or \$1,618.00, with discretion to hold a hearing, to listen to the audio recording of the hearing regarding the stipulated amount of the monthly rent, in light of the 3% reduction at the time of the hearing. A. Graham seconded.

The Board voted as follows:

Aye: A. Graham, R. Stone, S. Devuono-Powell, K. Friedman, T. Williams, R. Auguste
Nay: T. Hall
Abstain: None

The motion carried.

c) T19-0381, Abernathy v. Ivy Hill Properties

Appearances:	J. Hickingbotham	Owner Appellant Representative
	James Lewis	Owner
	Rori Abernathy	Tenant Respondent

The owner contended that they received a notice of hearing for February 19, 2021, but the hearing was rescheduled for February 26, 2019, and they never received this second notice. The owner had been undergoing radiation. He went out of town on February 22 or 23, 2019, for one week. The tenant signed a RAP form in 2003. The monthly rent was \$1,381.00 until May 2014. The tenant signed a new lease increasing the monthly rent to \$1,479.00. The current increase is based on the CPI Adjustment of 3.5%.

Regarding the decreased housing service claims regarding smoking, the owner has notified tenants of the no smoking policy. Regarding the problem with another tenant in the building, the tenant moved out in April 2019. Regarding the elevator they have cleaning crews to maintain the common areas.

The tenant contended that she received the multiple notices regarding the hearing date, and that she never signed a new lease agreeing to increase the rent. Before the problem with the other tenant there two women running a prostitution business with a stream of men going by their door. The carpet is still dirty and the elevator smells like pee.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, K. Friedman moved to remand the case to the hearing officer to conduct a full hearing on the substance of the matter. T. Williams seconded.

The Board voted as follows:

Aye: T. Hall, A. Graham, R. Stone, S. Devuono-Powell, K. Friedman, T. Williams, R. Auguste

Nay: None

Abstain: None

The motion was approved by consensus.

6. Committee Reports and Scheduling

a. Comertia Cooper, Supervisor of the RAP Community

Engagement and Outreach, and Hearing Officer, presented the 2018-2019, and 2019-2020 RAP Annual Reports

- b. Election of Board chair is to be scheduled for the next Board meeting

7. Action Items

None

8. ADJOURNMENT

The meeting was adjourned at 7:40 p.m. by consensus.

CHRONOLOGICAL CASE REPORT

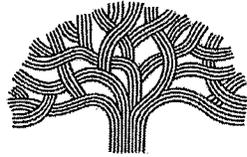
Case No.: T19-0410
Case Name: De Luna Garcia v. Chang
Property Address: 9514 Plymouth Street Oakland, CA
Parties: Quay Chang (Owner)
Glen Olives (Owner Representative)
Patricia De Luna Garcia (Tenant)
Sabyl Landrum (Tenant Representative)
Hadley Rood (Tenant Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 27, 2019
No Owner Response filed	-----
Hearing Decision Mailed	June 26, 2020
Owner Appeal filed	August 6, 2020

000008

T19-0410 KM/BC



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

RECEIVED

AUG 27 2019

RENT ADJUSTMENT PROGRAM
**OAKLAND
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 Patricia De Luna Garcia	Rental Address (with zip code) 9514 Plymouth St. Oakland, Ca 94603	Telephone: 510-383-0830 E-mail: delunagarcia.patricia@gmail.com
Your Representative's Name Jose Luis Ramos	Mailing Address (with zip code) 1950 University Ave Suite 200 Berkeley, CA 94704	Telephone: 510-548-4040 Email: jramos@ebclc.org
Property Owner(s) name(s) Quay Chang	Mailing Address (with zip code) 16341 Kent Ave San Lorenzo, CA 94580	Telephone: 408 401-2951 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 3

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

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

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

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

<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input 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: 8/01/2012 Initial Rent: \$ 800 /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: 6/28/2015. If never provided, enter "Never."
Never in Spanish

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>08/04/2019</u>	<u>09/03/2019</u>	<u>\$ 945</u>	<u>\$ 1015</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>08/2018</u>	<u>09/01/2018</u>	<u>\$ 915</u>	<u>\$ 945</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>2017</u>	<u>2017</u>	<u>\$ 885</u>	<u>\$ 915</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>09/2016</u>	<u>10/01/2016</u>	<u>\$ 850</u>	<u>\$ 885</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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Paul G.
Tenant's Signature

8/21/2019
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

Jose Luis Remon

Tenant's Signature

8/22/2019

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, 6th 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): _____

III. Description of Decreased or Inadequate Housing Services

1. A. Removal of Laundry Services.

In early June 2019, as part of repairs that were made pursuant to a failed inspection by the City of Oakland, a repairman employed by Mr. Chang disconnected my washing machine. The hookups for the washing machine were capped and despite the landlord saying he would reconnect them, they have not been reconnected. I had been using these hookups since the first week that I moved into the apartment in August 2012.

B. Unsafe wiring in the closet on the wall in the living room.

Exposed wiring on the wall in the living room closet was covered with laminate by the landlord. I fear that it is a fire risk. I moved our jackets hanging in this closet to one side so that they would not be near the wires.

2. June 2019

3. June 2019

4. Value of Lost Services

I do laundry at the laundromat about 4 times a month and spend approximately \$35 per trip. On a monthly basis, I calculate this loss of services to be approximately \$140.

000013



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: T19-0410, De Luna Garcia v. Chang
PROPERTY ADDRESS: 9514 Plymouth Street, Oakland, CA
DATE OF HEARING: March 10, 2020
DATE OF DECISION: June 23, 2020
APPEARANCES: Patricia De Luna Garcia, Tenant
Penn Scoble, Tenant Representative
Liam Galbreth, Tenant Representative
Mateo Bonilla, Spanish Interpreter
Eric Sanchez, Observer
No appearance by the Owner

SUMMARY OF DECISION

The tenant's petition is granted. The legal rent for the unit is set forth in the Order below.

CONTENTIONS OF THE PARTIES

The tenant filed a petition on August 27, 2019, contesting a rent increase from \$945 to \$1,015, effective September 3, 2019, on the following grounds: that the CPI and/or banked rent increase notice was calculated incorrectly; that the increase exceeds the CPI Adjustment and is unjustified or is greater than 10%; that she received a rent increase notice before the property owner received approval from the Rent Adjustment Program (RAP) for such an increase; that no written notice of the rent program (*RAP Notice*) was given to her together with the notice of the increase; and that the rent increase notice was not given to her in compliance with state law.¹ The tenant also contested the following rent increases on the same grounds: from \$850 to \$885, effective October 1,

¹ The tenant answered that she was first provided with the RAP Notice on June 28, 2015, but wrote "Never in Spanish" next to that date.

2016; from \$885 to \$915, effective sometime in 2017; from \$915 to \$945, effective September 1, 2018.²

Additionally, the tenant alleged that there is a current health, safety, fire or building code violation in her unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance and that the owner is providing her with fewer housing services than she received previously. Her list of decreased services included the following:

- Removal of laundry services; and
- Unsafe wiring in living room closet.

The owner did not file an *Owner Response* nor did he appear at the Hearing.

THE ISSUES

1. When, if ever, was the proper *RAP Notice* first served on the tenant?
2. Were the rent increase notices valid?
3. Have the tenant's housing services decreased and, if yes, in what amount?
4. 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, 9512 Plymouth Street, on August 1, 2012, at an initial rent of \$800 per month. Her unit is a 2-bedroom unit on the property; there are three different units at the same site. She was not given the *RAP Notice* when she signed the rental agreement on the day she moved in (Exhibit 1). She is a monolingual Spanish speaker, but a friend helped interpret between Spanish and English for the tenant and her husband to communicate with the owner on the date they moved in.

The tenant further testified that she was given a copy of the *RAP Notice* in English in 2015, along with the rent increase notice to \$850 that went into effect on September 1, 2015 (Exhibit 4). She did not receive the *RAP Notice*, in either English or Spanish, with any of the rent increases she is challenging, which went into effect on the following dates: to \$885 on October 1, 2016 (Exhibit 5); to \$915 on September 1, 2017;³ to \$945 on August 1, 2018 (Exhibit 6); and to \$1,015 on August 1, 2019 (Exhibit 3, p. 1). In addition, the owner personally served the tenant with each of these notices, other than the final one. He served the most recent notice on her adult son, but the date of service was several days after August 1, 2019.

///

² The tenant answered "No" to having received the *RAP Notice* with any of the contested rent increases.

³ The tenant did not submit the rent increase notice for this increase but checked her online bank account statements during the Hearing and established that this was the date she started paying the rent increase (from \$885 to \$915 per month).

The tenant complied with all of the rent increase notices except the final one. She is currently paying \$945 per month in rent and plans to continue paying that amount until a decision is issued in this case.

Decreased Housing Services

Removal of laundry services

The tenant testified that, when she moved in, the owner allowed her to install a washer/dryer on the property—in back of her unit—at her own expense. She did so the first week she moved in (August 2012). In 2019, after she filed a complaint with the City of Oakland about a leak in her kitchen, the owner told the tenant that the City inspector instructed him to remove, then properly reinstall, the washer/dryer. He removed the appliances in June 2019. The tenant documented this in a letter to the owner dated June 13, 2019, requesting that the washer/dryer be reinstalled (Exhibit 2). In October 2019, the owner reinstalled the washer/dryer in the laundry room next to the boiler in the building. The tenant testified, however, that the washer shakes when it is in use, and sometimes leaks water, which she cannot reach due to its proximity to the boiler. She is also concerned because the owner had the dryer installed such that it is almost touching the boiler. The tenant called the owner in October 2019 to report the issue with the water leakage. He replaced the hose connecting the washer that same month, but it continues to leak.

Unsafe wiring in living room closet

The tenant testified that there are two boxes containing electric components in her living room closet. The closet door does not lock. One of the boxes (covering electric fuses)⁴ was loose and would sometime fall off of the wall; the other box was open with electric wiring/cables exposed. She noticed this when she first moved in but did not mention the issue to the owner until approximately June 2019, when the City of Oakland inspector came, because she did not want to cause problems with her tenancy. Approximately one month later, the owner screwed on the box that was loose and it has not fallen since then. The owner also asked the tenant if she had black tape to apply to the exposed wiring/cables. She does not know whether or not he applied the tape to the wiring/cables, but he put a temporary covering on the outside of that box. The tenant is concerned that the wiring/cables are still exposed and may cause a fire in the closet.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the proper *RAP Notice* first served on the tenant?

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy⁵ and together with any notice of rent increase or change in the terms of a tenancy.⁶ An owner can cure the failure to give notice at the start of the tenancy, but may not raise the rent until six (6) months after the first *RAP Notice* is given.⁷

⁴ The interpreter translated the tenant's description of these fuses as "buttons."

⁵ O.M.C. § 8.22.060(A)

⁶ O.M.C. § 8.22.070(H)(1)

⁷ O.M.C. § 8.22.060(C)

The tenant is a monolingual Spanish speaker. She testified, through an interpreter, that she needed the assistance of a bilingual friend to communicate with the owner when she first moved into the property.⁸

The tenant was not given the *RAP Notice* when she signed her rental agreement. The only time she was given the *RAP Notice* was with the rent increase that went into effect on September 1, 2015; however this notice was provided to her in English only (Exhibit 4).⁹

The tenant was convincing that she does not read, write or understand the English language, and that her initial negotiations with the owner were conducted in Spanish on her part (with the assistance of a friend who translated to and from English). California Civil Code Section 1632(b)(3) states that, when a person enters into a residential rental agreement and primarily negotiates the terms of the contract in a language other than English, the owner must give the consumer a translation of the contract in the same language in which the negotiation was held. Here, when the tenant moved into the unit, her side of the negotiations were conducted in Spanish. The RAP Board has held that, in keeping with Civil Code Section 1632(b)(3), the *RAP Notice* must also be given in the same language in which the negotiations were held. (*Soriano et al. v. Western Mgt. Properties*, TO6-0154, Housing, Residential, Rent and Relocation Board.)

The owner did not provide the tenant with a copy of the rental agreement in Spanish, nor did he provide the tenant with a copy of the *RAP Notice* in Spanish. Although he subsequently served her with a copy of the *RAP Notice* in English, since the tenant is a monolingual Spanish speaker who does not read English, serving her with the *RAP Notice* in English did not provide her with actual notice of her rights. The owner is required to give the correct notice.

The tenant has never been validly served with the *RAP Notice*. This tenant's rent cannot be increased until six (6) months after she is first served with a Spanish language version of the *RAP Notice*.

Were the rent increase notices valid?

None of the rent increase notices the tenant challenged were served with the correct *RAP Notice*, therefore none of them are valid.¹⁰ The tenant's base rent reverts to \$850, the amount she was paying prior to the rent increase that took effect on October 1, 2016.

///

⁸ The tenant testified that, during her subsequent interactions with the owner, they have used a translation app on their phones to communicate with one another.

⁹ The tenant petition did not challenge this rent increase.

¹⁰ The most recent rent increase notice served on the tenant's son was also invalid because it was not served on her personally or via U.S. mail, and the date of service was after the effective date of the increase. California Civil Code Section 827. The 2017 and 2018 rent increases were also invalid because they took effect less than 12 months after the prior increase. O.M.C. § 8.22.070(A).

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 rent¹¹ and may be corrected by a rent adjustment.¹² 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.

Once the tenant is served with the *RAP Notice*, a tenant petition must be filed within 90 days after the tenant becomes aware of the decreased housing service. However, in this case, since no valid *RAP Notice* has ever been served, the tenant is entitled to restitution for conditions for up to three years before her petition was filed on August 27, 2019.¹³

The tenant established that she had use of the washer/dryer from the beginning of her tenancy until June 2019, when the City of Oakland housing inspector instructed the owner to disconnect the appliances due to an issue with the electrical connection. The owner reconnected the appliances in October 2019, but issues remain with the machines due to the leaking water from the washer and the proximity of the dryer to the boiler. Therefore, the loss of satisfactory laundry services constitutes a decrease in services, and the tenant is entitled to an ongoing rent decrease of 2% of the rent for this condition until the owner reinstalls the appliances, either in the current location or a different suitable location, such that the washer does not leak and the dryer is a safe distance from the boiler. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on June 13, 2019, as noted on the chart below.¹⁴

The tenant also established that the exposed wiring/cables on the wall of her living room closet is a condition that seriously affect the habitability of the unit, and that—after she brought this condition to the owner's attention—he failed to properly and permanently cover the wiring/cables such that they do not pose a safety hazard for the occupants. Therefore, the tenant is entitled to an ongoing rent decrease of 2% of the rent for this condition until the owner ensures the wiring/cables are no longer exposed and installs a permanent covering on the box that contains them. Additionally, the tenant is entitled to restitution of overpaid rent for this condition beginning on June 13, 2019, when she first brought it to the owner's attention, as noted on the chart below.¹⁵

¹¹ O.M.C. § 8.22.070(F)

¹² O.M.C. § 8.22.110(E)

¹³ O.M.C. § 8.22.090(A)(3)(a) and *Sherman v. Michelsen*, HRRRB, T12-0332.

¹⁴ Because the tenant was not able to provide the exact date that she lost use of the washer/dryer, the date in the letter she sent to the owner will be used as the beginning date (Exhibit 2).

¹⁵ Because the tenant was not able to provide the exact date that she communicated this issue to the owner, but placed it in June 2019 at approximately the time the City of Oakland inspector came to the premises, the date of her letter to the owner, which she wrote after the inspection, will be used.

What, if any, restitution is owed between the parties and how does it affect the rent?

The tenant's base rent is \$850 a month. The tenant is entitled to a monthly rent decrease for these ongoing conditions: 2% for the loss of use of the washer/dryer (\$17) and 2% for the unsafe wiring in the living room closet (\$17). For now, \$34 a month is subtracted from the current legal rent of \$850 for a total rent of \$816 a month. This is the tenant's current legal rent.

The tenant is also entitled to restitution for any rent overpayments since August 27, 2016. Therefore, she is owed a total of \$4,850, the sum of \$425 for the lost services and \$4,425 for the overpaid rent, as noted on the chart below.

VALUE OF LOST SERVICES							
Decreased Service	From	To	Rent	% Rent Decrease	Decrease per month	No. Months	Overpaid
Loss of Washer/Dryer	13-Jun-19	30-Jun-20	\$850.00	2%	\$ 17.00	12.5	\$ 212.50
Unsafe Wiring	13-Jun-19	30-Jun-20	\$850.00	2%	\$ 17.00	12.5	\$ 212.50
TOTAL LOST SERVICES							\$ 425.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-16	1-Sep-17	\$885.00	\$850.00	\$ 35.00	11	\$ 385.00
	1-Sep-17	1-Aug-18	\$915.00	\$850.00	\$ 65.00	11	\$ 715.00
	1-Aug-18	1-Jun-20	\$945.00	\$850.00	\$ 95.00	35	\$ 3,325.00
TOTAL OVERPAID RENT							\$ 4,425.00
MONTHLY RENT							\$850.00
TOTAL TO BE REPAYED TO TENANT							\$ 4,850.00
TOTAL AS PERCENT OF MONTHLY RENT							571%
AMORTIZED OVER				12	MO. BY HRG. OFFICER IS		\$ 404.17

An overpayment of this amount is normally adjusted over a period of 12 months.¹⁶ The restitution deduction is \$404.17 a month. The tenant is entitled to begin to deduct the restitution owed from his 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 reinstall the washer/dryer, either in the current location or a different suitable location, such that the washer does not leak and the dryer is a safe distance from the boiler, he can increase the rent by 2% (\$17 a month) and should the owner ensure that there are no more exposed wires or cables in the living room closet

¹⁶ Regulations, Section 8.22.110(F)(4)

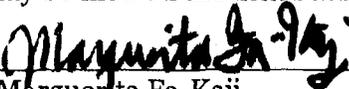
and that the box containing these wires/cables is permanently covered, he can increase the rent by 2% (\$17 a month). **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

Additionally, if the owner wishes to pay the tenant restitution in one lump sum, he has the authority to do so. If the owner pays the tenant restitution, the tenant must stop deducting the restitution.

ORDER

1. Petition T19-0410 is granted.
2. The tenant's base rent is \$850 a month.
3. Due to ongoing conditions, the tenant is entitled to a \$34 per month rent decrease. The tenant's current legal rent, before consideration of restitution, is \$816 a month.
4. Due to past decreased services and rent overpayments, the tenant is owed restitution of \$4,850. Therefore, the tenant's rent is adjusted by a rent decrease for 12 months in the amount of \$404.17 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, he can repay the restitution owed to the tenant at any time. If he does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner reinstalls the washer/dryer, either in the current location or a different suitable location, such that the washer does not leak and the dryer is a safe distance from the boiler, he can increase the rent by 2% (\$17 a month) and should the owner ensure that there are no more exposed wires or cables in the living room closet and that the box containing these wires/cables is permanently covered, he can increase the rent by 2% (\$17 a month). **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 23, 2020



Marguerita Fa-Kaji
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0410

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

Quay Chang
16341 Kent Avenue
San Lorenzo, CA 94580

Tenant

Patricia De Luna Garcia
9514 Plymouth Street
Oakland, CA 94603

Tenant Representative

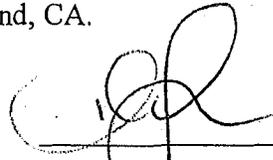
Liam Galbreth
1950 University Avenue Suite 200
Berkeley, CA 94704

Tenant Representative

Penn Scoble
East Bay Community Law Center 1950 University Avenue, Suite 200
Berkeley, CA 94704

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 26, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000021

RECEIVED

JUL 23 2020

**RENT ADJUSTMENT PROGRAM
OAKLAND**

**Quay A. Chang
3161 Golf Drive
San Jose, CA 95127**

July 18, 2020

**Housing and Community Development Department
250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612**

**RE: Case Number T19-0410, De Luna Garcia v. Chang
Property Address: 9514 Plymouth Street, Oakland, CA 94603**

To whom this concerns:

I recently received a notice written June 23, 2020 with regard to a hearing which took place March 10, 2020.

Any notice of the original March 10th Hearing was not served properly. I received no notice of this hearing until recently receiving the June 23 HEARING DECISION. If the Tenant had not recently given me the HEARING DECISION letter, I would not know anything. The Golf Drive Address listed above is my Primary Residence since 2000. The address written in the HEARING DECISION is for a rental property. The notices have been improper.

I object to the findings in the HEARING DECISION. And I have been trying to contact someone within the City of Oakland, but nobody is answering the phones when I call. Because the notice did not reach me, my side of the facts has never been heard. And this DECISION is denying me due process of law. This is unfair.

The COVID-19 virus is probably why I cannot reach anyone and so I am sending you this Certified Letter. Please contact me by phone at 408 401-2951 or in writing at the Golf Drive address above in San Jose.

Sincerely,

Quay A.

Chang

*Quay A. Chang
7/18/20*

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	RECEIVED AUG - 6 2020 RENT ADJUSTMENT PROGRAM OAKLAND APPEAL
	For date stamp	(blank)

Appellant's Name Quay A. Chang		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 9514 Plymouth Street, Oakland, CA 94603			
Appellant's Mailing Address (For receipt of notices) 3161 Golf Drive San Jose, CA 95127		Case Number T19-0410	Date of Decision appealed June 23, 2020
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.



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

For decision
RECEIVED
 AUG - 6 2020
 RENT ADJUSTMENT PROGRAM
OAKLAND APPEAL

Appellant's Name Quay A. Chang		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 9514 Plymouth Street, Oakland, CA 94603			
Appellant's Mailing Address (For receipt of notices) 3161 Golf Drive San Jose, CA 95127		Case Number T19-0410	Date of Decision appealed June 23, 2020
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.)*

- 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.)
- 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.)
- 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: 2.

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on August 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:

Name	Patricia De Luna Garcia
Address	9514 Plymouth Street
City, State Zip	Oakland, CA 94603
Name	
Address	
City, State Zip	

	8/6/2020
SIGNATURE OF APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Re: Case No. T19-0410, De Luna Garcia v. Chang (Attachment to Appeal)

•Attachment to 2 (a) and 2 (d) -

NO DUE PROCESS FOR HEARING AND ORDER:

I was never properly noticed on either the hearing or the Order, as both documents were not sent to my home address in San Jose, CA, which is a matter of public record and which is known to the tenant and which is as follows: 3161 Golf Drive, San Jose, CA. 95127

Also see attached Code references.

-Attachment to 2 (e), (f), (c) and (b)

The subject tenant moved into subject property under a rental agreement -English- she signed in 2012 after being referred by her friend, Veronica, who spoke and read both English and Spanish, who lived next door and who helped her review and understand the agreement before she moved into. The Tenant has never indicated she did not understand this agreement or any of the Notices I have sent to her over the years.

This Tenant has refused to sign any other rental agreements, and the 2012 agreement terminated in 2013. She is now a hold over tenant on a month to month basis.

However, when she moved in the unit was only for her and her husband and a small dog.

Since that time Tenant has moved in her two sons & large dogs in addition to the small dog she had. Additionally, the Tenant has added excessive trash & debris to the property in both the front and the back which she has refused to clean up.

I have told the Tenant on numerous occasions about the problems and the Tenant refuses to address these problems.

These negative actions of the Tenant have impacted my property and my other Tenants including, over burdening the small parking I have available for this property, increasing the pests which increase with the debris the Tenant brings in and causing additional taxing of the property which was meant for the two people I originally rented to. These Tenants now have 6 cars, and have used some of the available parking space for trash. This is a nightmare for the other Tenants and me to deal with on an ongoing basis. Some of Tenants vehicles sit in a state of disrepair on the property, and have been so for 6-8 months.

The rent started in 2012 @ \$800 per month which was low at that time for a comparable unit. The standard CPI increases for rental units in the Oakland-Bay area is in line with, if not actually higher than, the low increases over the years that I have made. Therefore, to deny me even these standard published CPI increases is to deny me a fair return on my rental and this also impacts my ability to properly take care of the property as all other costs and expenses concerning this rental have risen since 2012.

Any issues re Washer/Dryer & electrical have previously been addressed, confirmation of which I will present as requested or at time of the hearing.

Re: Case No. T19-0410, De Luna Garcia v. Chang (Attachment to Appeal)

No notice was provided pursuant to OMC Section 8.22.110 to advise Owner of the hearing within 10 days. The notice was sent to a rental property and not to the Owner's residence.

Due Process was denied as guaranteed under The U. S. Constitution Article 5 and Article 14 and under the California Constitution Article 1 Section 7

Oakland Municipal Code (OMC) 8.22.110 - Hearing procedures.

A. Hearing Officer. A hearing shall be set before a Hearing Officer to decide the issues in the petition.

B. Hearings.

1. All hearings on petitions shall be open to the public and recorded;

2. Any party to a hearing may be assisted by a representative who may be an attorney or any other person. A party must designate his or her representative in writing.

C. Notification and Consolidation. Rent Adjustment Program staff shall notify the owner and tenant in writing of the time and place set for hearing. Representatives of parties shall also be notified of hearings, provided that the Rent Adjustment Program has been notified in writing of a party's designation of a representative at least ten days prior to the notice of the hearing being sent. Disputes involving more than one covered unit in any single building may be consolidated for hearing.

3691
FAXED to (510) 238-2461 AND MAILED TO CITY OF OAKLAND on AUGUST 6, 2020

000027

1950 University Ave., Suite 200, Berkeley, CA 94704
(510) 548-4040 FAX (510) 849-1536
www.ebclc.org

**East Bay Community
Law Center**

Fax

KK/MF

To: Oakland Rent Adjustment Program
Hearing Officer Fa-Kaji **From:** Penn Scoble (x648)

Fax: (510)-238-6181 **Pages:** 29

Phone: 510-238-3721 **Date:** 3/3/2020

Re: Evidence for P. De Luna Garcia **CC:**
RAP Hearing T19-0410

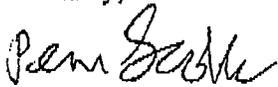
Urgent For Review Please Comment Please Reply Please Recycle

• **Comments:**

Dear Ms. Fa-Kaji,

Our office is representing Ms. De Luna Garcia in a hearing to take place next Tuesday, 3/10/2020. I am attaching copies of a brief detailing our position on the illegal rent increase and decrease in housing services that Ms. De Luna Garcia has experienced as a tenant at 9514 Plymouth Street Oakland, CA 94603. Also attached are all exhibits mentioned in the brief (exhibits A through H). If you have any questions or concerns, feel free to call me at 510-548-4040 (ext 648) or email me at pscoble@ebclc.org. We will be sure to bring physical copies of the brief and exhibits to the mediation and hearing as well.

Sincerely,



Penn Scoble
Law Student Intern

PLEASE NOTE This facsimile transmission contains confidential information belonging to the sender who is protected by the attorney-client privilege and/or federal and state law. The information is intended only for the use of the individual or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone to arrange for the return of the documents.

000028



March 3rd, 2019

Hearing Officer, Marguerita Fa-Kaji
Oakland Rent Adjustment Program
350 Frank Ogawa Plaza, Suite 5313

Re: Tenant Petition Contesting Rent Increase and Loss of Services T19-0410

Dear Ms. Fa-Kaji,

Ms. Patricia De Luna Garcia filed a petition contesting a rent increase for her tenancy at 9514 Plymouth Street Oakland, CA 94603. The rent increase in question was given to her without proper notice (it included neither a notice of the existence of the Rent Adjustment Program nor a calculation explaining the CPI Rent Adjustment and any banking applied.) She is also seeking a closed period rent reduction for a period of decreased services during which she was forced to go to a laundromat to do laundry.

The below memorandum will explain why Ms. De Luna Garcia believes the rent increase in question is illegal and why she believes she is entitled to a closed period rent reduction for a period of reduced services that lasted between June and October of 2019.

I. STATEMENT OF RELEVANT FACTS

Ms. De Luna Garcia has been living at 9514 Plymouth Street in Oakland, CA 94603, since August 1st, 2012. Ms. De Luna Garcia is a monolingual Spanish speaker, though she sometimes communicates via google translate if necessary. The initial rental agreement between Ms. De Luna Garcia and her landlord, Mr. Quay Chang, listed monthly rent at \$800 and was signed by both parties. (See 8/1/2012 Rental Agreement, a true and correct copy of which is attached hereto as **Exhibit A**).

Within the first week of moving into the apartment, Ms. De Luna Garcia began using hookups to operate her own washer and dryer. (See 8/22/2019 Description of Decreased or Inadequate Housing Services attachment to Tenant Petition, a true and correct copy of which is attached hereto as **Exhibit B**). She continued to use these appliances to do laundry until early June 2019, when Mr. Chang requested Ms. De Luna Garcia disconnect them while repairs were conducted on the property. (See 6/13/2019



Letter from Ms. De Luna Garcia, a true and correct copy of which is attached hereto as **Exhibit C**). Ms. De Luna Garcia complied and disconnected the appliances, notifying Mr. Chang that she saw this as a reduction in services and alerting him to the fact that due to her disability it would be difficult for her to do laundry at a laundromat. (See **Exhibit C**). Ms. De Luna Garcia estimates that she spent \$140 a month to do laundry at a laundromat while the washer and dryer were disconnected. (See **Exhibit B**). The washer and dryer were eventually reconnected in October 2019.

Mr. Chang gave Ms. De Luna Garcia a 30-Day Notice of Change of Monthly Rent dated August 1st, 2019 that proposed to increase the monthly rent from \$945 to \$1015. It was served in English and did not include either a notice about the Rent Adjustment Program nor an explanation of the CPI increase or any banking done to reach that amount. (See 8/1/2019 30-Day Notice of Change of Monthly Rent, a true and correct copy of which is attached hereto as **Exhibit D**).

Prior to the present rent increase in question, Ms. De Luna Garcia received several previous rent increases. In 2015, Mr. Chang raised rent from \$800 to \$850. This rent increase notice contained no CPI explanation, though it did include a notice of the Oakland Rent Adjustment Program in English. (See 6/28/2015 60 Day Notice of Change of Monthly Rent, a true and correct copy of which is attached hereto as **Exhibit E**). In 2016, Mr. Chang raised monthly rent from \$850 to \$885, without including either a notice about RAP or about CPI adjustments or rent increase banking. (See 9/1/2016 30 Day Notice of Change of Monthly Rent, a true and correct copy of which is hereto attached as **Exhibit F**.) Although this notice contained a list of improvements made and represented them as capital improvements, there is no indication that Mr. Chang sought approval for these improvements from the City. (See **Exhibit F**). In 2018, Mr. Chang raised monthly rent from \$915 to \$945 without providing either a notice about RAP or about CPI adjustments or banking. (See 8/1/2018 30 Day Notice of Change of Monthly Rent, a true and correct copy of which is attached hereto as **Exhibit G**.) This was the last prior rent increase before the current rent increase in question.

II. ARGUMENT



A. The Rent Increase Proposed on 8/1/2019 is Invalid Because Proper Notice was not Given.

Though CPI and Banking rent adjustments are not typically subject to petition, a tenant may submit a petition if she alleges that the owner failed to provide notice required with a rent increase. O.M.C.8.22.070.B.2.a-b. Since Mr. Chang failed to provide proper notice with the rent increase in question, Ms. De Luna Garcia has the right to petition against the CPI/Banking rent increase in question.

Under Oakland Municipal Code, all rent increases must include (a) notice of the existence of the Rent Adjustment Program and (b) "notice of the tenant's right to petition against any rent increase in excess of the CPI Rent Adjustment unless such rent increase is pursuant to an approved Petition". O.M.C.8.22.070.H.1. Further, rent increases based on CPI Rent Adjustment or Banking require notice of (a) the amount of the CPI Rent Adjustment and (b) the amount of any Banking increase. O.M.C.8.22.070.H.2. The rent increase in question contained none of these things, and thus notice was improper. (See Exhibit D). Under O.M.C. rules, an owner's failure to provide the notice required by this section invalidates the rent increase. O.M.C.8.22.070.H.6. Thus, the rent increase in question should be invalidated.

B. The Rent Increase Proposed on 8/1/2019 is also Invalid Because it is an Increase that Exceeds the Permissible CPI Increase for 2019.

Even if notice had been proper, the rent increase in question would still be illegal because it raises rent higher than permitted under O.M.C. rules. The Rent Adjustment Program limits the magnitude and frequency of rent increases a property owner can make using the Consumer Price Index (CPI) as a guideline for yearly rent increases. The rent increase in question exceeds the 3.5% allowed CPI increase for 2019, and thus should be invalidated.

C. Approving the Rent Increase Proposed on 8/1/2019 Would Contradict the Purpose of the Rent Adjustment Program and be Against Fairness and Equity.



Given that Ms. De Luna Garcia's tenancy began in August 2012 and had monthly rent initially set at \$800, we have filled out the Banking Calculator worksheet to reflect the permitted CPI adjustments each year since 2012. (See Calculation of Deferred CPI Increases, a true and correct copy of which is attached hereto as **Exhibit H**). As **Exhibit H** demonstrates, if initial rent in 2012 was \$800 per month, banking and CPI adjustments through 2019 would only allow for a rent increase to \$945.25. This is barely above the current rent (\$945), and well below the proposed rent increase of \$1015. Allowing the landlord to increase the rent above what would have been allowed if he had followed the RAP rules despite his failing to send proper notice would frustrate the purposes of the Rent Adjustment Program to provide relief to residential tenants in Oakland by limiting rent increases. See O.M.C.8.22.010.C.

D. Removal of Ms. De Luna Garcia's Washing Machine and Dryer Between June and October 2019 was a Reduction in Services that was not Accompanied by the Proper Reduction in Rent.

Oakland Municipal Code defines "Housing Services" as all services provided by the owner related to the use or occupancy of a covered unit, including . . . laundry facilities." O.M.C.8.22.020. When Ms. De Luna Garcia began renting the property, the hookups for washer and dryer were available for use. Ms. De Luna Garcia installed a washer and dryer and used them for nearly seven years. As such, when Mr. Chang requested that Ms. De Luna Garcia disconnect her washer and dryer in June 2019, he caused a decrease in housing services. A decrease in housing services is considered an increase in rent, and a tenant may petition for an adjustment in rent based on a decrease in housing services. O.M.C.8.22.070F. Despite the reduction in services, Ms. De Luna Garcia's rent was never reduced. Services were restored in October 2019, about a month and a half after Ms. De Luna Garcia filed her tenant petition. (See **Exhibit B**). Fairness requires that Ms. De Luna Garcia be compensated for the four months during which she was forced to use the laundromat instead of the washer and dryer she had grown accustomed to using on the premises. She is seeking a closed period rent adjustment for the period of time (June to October of 2019) that she was without a washer and dryer.



III. CONCLUSION

As a result of problems with notice and the illegal rent amount that the rent increase proposed on August 1st, 2019 seeks to establish, Ms. De Luna Garcia requests that the rent increase in question be invalidated.

Second, since Ms. De Luna Garcia's washer and drier were disconnected for roughly four months between early June and early October 2019, and she spent roughly \$140 per month as a result of this loss in services, she requests a closed period reduction of rent in the amount of \$560 for the four months during which she was without a washer and dryer.

Sincerely,

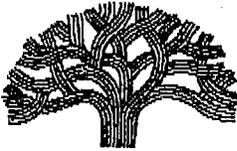
A handwritten signature in black ink, appearing to read "Penn Scoble".

Penn Scoble
Law Student Intern
Supervised by Liam Galbreth, Staff Attorney

EXHIBIT A

EXHIBIT B

000035



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT
PROGRAM**

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

For date stamp.

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 Patricia De Luna Garcia	Rental Address (with zip code) 9514 Plymouth St. Oakland, CA 94603	Telephone: 510-383-0830 E-mail: delunagarcia@patricia@gmail.com
Your Representative's Name Jose Luis Ramos	Mailing Address (with zip code) 1950 University Ave Suite 200 Berkeley, CA 94704	Telephone: 510 548-4040 Email: jramos@ebcl.org
Property Owner(s) name(s) Quay Chang	Mailing Address (with zip code) 16341 Kent Ave San Lorenzo, CA 94580	Telephone: 408 401-2951 Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 3

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

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

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

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

<input checked="" type="checkbox"/>	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
<input 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 illegally after the unit was vacated as set forth under OMC 8.22.080.

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

Date you moved into the Unit: 8/01/2012 Initial Rent: \$ 800 /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: 6/28/2015. If never provided, enter "Never."
Never in Spanish

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		
08/04/2019	09/03/2019	\$ 945	\$ 1015	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
08/2018	09/01/2018	\$ 915	\$ 945	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2017	2017	\$ 885	\$ 915	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
09/2016	10/01/2016	\$ 850	\$ 885	<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

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

P. G.
Tenant's Signature

8/21/2019
Date

III. Description of Decreased or Inadequate Housing Services

1. A. Removal of Laundry Services.

In early June 2019, as part of repairs that were made pursuant to a failed inspection by the City of Oakland, a repairman employed by Mr. Chang disconnected my washing machine. The hookups for the washing machine were capped and despite the landlord saying he would reconnect them, they have not been reconnected. I had been using these hookups since the first week that I moved into the apartment in August 2012.

B. Unsafe wiring in the closet on the wall in the living room.

Exposed wiring on the wall in the living room closet was covered with laminate by the landlord. I fear that it is a fire risk. I moved our jackets hanging in this closet to one side so that they would not be near the wires.

2. June 2019

3. June 2019

4. Value of Lost Services

I do laundry at the laundromat about 4 times a month and spend approximately \$35 per trip. On a monthly basis, I calculate this loss of services to be approximately \$140.

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).

Jose Luis Roman

Tenant's Signature

8/22/2019

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, 6th 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): _____

408)401-2951

Untitled

Rental agreement

This is a rental agreement between *QUAY CHAVEZ*, hereinafter called Landlord and *Patricio de Luna* hereinafter called tenant, for the property know as 9514 plymouth street, Oakland, CA 94603

Rental Agreement will start on 8/01/12, and will be in effect for 1 year rental from this date, After which both the tenant and Landlord may discuss a new agreement.

Rent will be \$800 per month and is due the 1th day of each month, A security deposit of \$800 which will be returned without interest no later than 15 days after moving out waffer inspecting the property and finding that all is in good conditon as received.

Tenant acknowledges that the premiss must be maintained in good condition and is responsible for any new damages.

Tenant will pay for PG&E, water and ~~garbage~~. Landlord will pay property tax and insurance.

Q. Chavez
QUAY CHAVEZ

Patricio de Luna G.
Patricio de Luna G.

Patricia De Luna Garcia
9514 Plymouth Street, Oakland CA, 94603
510 383 0830

June 13, 2019

Quay Chan
16341 Kent Ave
San Lorenzo, CA 94580

RE: Laundry Services

Dear Mr. Chan:

I am a tenant in your apartment building located at 9514 Plymouth Street. Again, I appreciate that you are making arrangements to make the long overdue and necessary repairs, as required by the city.

To make these repairs, you requested that we disconnect and move my washer and dryer. We did so. I have been using the washer and dryer since I first moved in to the unit. I consider their loss to be a decrease in my housing services. My understanding is that you will reconnect the washer and dryer once the repairs have been made and the final inspection has been conducted. I expect this will be soon as the repairs are almost complete.

As you know, I am a person living with a disability. It is very difficult for me to transport laundry to a laundromat. The loss of laundry services for me is a significant hardship. Please let me know when you expect that my washer and dryer will be reconnected.

I can be reached at (510) 383-0830, if you have any questions.

Sincerely,



Patricia De Luna Garcia

CC: EAST BAY COMMUNITY LAW CENTER

EXHIBIT 2

000042

30 Day Notice of Change of Monthly Rent

To patricia de luna (Resident) for the

premises located at: 9514 plymouth st oakland ca
(And all other occupants in possession)
(Address)

Unit _____, (if applicable) _____, California _____
(City) (Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or _____, whichever is later, your monthly rent is payable in advance on or before the

05 (Date) day of each month, will be the sum of \$ 1015, instead of \$ 945, the current monthly rent.

*Except as herein provided, all other terms of your tenancy shall remain in full force and effect. . . .
A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations*

8/4/19
Date

[Signature]
Owner/Agent

Signature



patricia de luna,

Juan

Carlo, they are ok and signed only
you not signed yet,

\$2500

\$1000

\$952

\$500

\$1456

\$6408

→ these money spend to your unit

City of Oakland
 Planning and Building Department
 250 Frank-H. Ogawa Plaza
 510-238-4774

=====
 844 Accela Permit
 Permit Number: 1901274
 Fee 1x 0.00 0.00
 Complaint Investigation
 Fee 1x 125.00 125.00
 Process Violation
 Fee 1x 250.00 250.00
 Prepare - Notice of Violation
 Fee 1x 344.00 344.00
 Re-Inspection
 Fee 1x 206.00 206.00
 Recrd Mangmnt & Tech Enhancement Fee
 Fee 1x 136.00 136.00
 Prepare Invoice
 Fee 1x 344.00 344.00
 Invoice - Recrd Mangmnt & Tech Enhanceme
 Fee 1x 51.00 51.00

Payer Name: QUAY A CHANG

=====
 SubTotal: 1,456.00
 Total: 1,456.00
 =====
 Visa Card 1,456.00
 Number : *****9023
 Date : 03/21

7/25/2019 10:50
 #1029255 /77/24

Thank You

City of Oakland
 Accela
 City of Oakland
 Oakland, CA 94612

#276104

Jul 25 2019 10:51 am Trans#293217

TRANSACTION RECORD

Card Number : *****9023
 Expiry Date : **/**
 Card Entry : SWIPE
 Account : VISA
 Trans Type : PURCHASE
 Amount : \$1456.00
 Auth # : 215215
 Sequence # : 520100011
 Reference # : 20100011
 Trace # : QR60
 Merchant ID : 000018410191
 Terminal # : 00101
 Date : 19/07/25
 Time : 10:51:24

APPROVED

*** CUSTOMER COPY ***

EXH 3

Case # H279594

60 Day Notice of Change of Monthly Rent

To Patricia de Luna Garcia (Resident) for the premises located at: 9514 Plymouth St (Address)

Unit (if applicable) Oakland, California 94603 (City) (Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that sixty (60) days after service upon you of this Notice, or 9/1/15, whichever is later, your monthly rent is payable in advance on or before the 5 day of each month, will be the sum of \$850, instead of \$800 the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations

6/28/15 Date

QUAY A. CHANG Owner/Agent



EXH 4

CITY OF OAKLAND

P.O Box 70243, OAKLAND, CALIFORNIA 94612-0243

Department of Housing and Community Development
Rent Adjustment Program



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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (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 RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
- You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: 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 landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
- 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 a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office (250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612) or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>
- If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. 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.
- Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

Oakland charges landlords a Rent Program Service Fee of \$30 per unit per year. If the landlord pays the fee on time, the landlord is entitled to get half of the fee (\$15) per unit from you. The \$15 you pay for the annual fee is not part of the rent.

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require 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.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____

此份屋宇(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Bản Thông Báo quyền lợi của người thuê ở trong Oakland này cũng có bằng tiếng Việt. Nếu có
mặt bản sao, xin gọi (510) 238-3721.

30 Day Notice of Change of Monthly Rent

To Patricia De Luna Garcia (Resident) for the
 (And all other occupants in possession)

premises located at: _____

Unit _____ (if applicable) Oakland (Address) _____, California _____
 (City) (Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that sixty (60) days after service upon you of this Notice, or Oct 11 2016 (Date), whichever is later, your monthly rent is payable in advance on or before the _____ day of each month, will be the sum of \$ 885, instead of \$ 850, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.
 A negative credit report reflecting on your credit history may be submitted to a credit reporting agency if you breach the terms of your obligations

9/11/16 Date Quay Cheng Owner/Agent

Kitchen cabinets	\$ 800	Capital Improvements
Countertops	\$ 320	
Labor	\$ 300	
Water Heater Replacement	\$ 620	
Shower Door	\$ 150	
Labor	\$ 80	
Hood	\$ 160	

\$2270
\$2430
 property tax and waste management increase \$16.50 2%
 capital improvements \$18.50
\$35



Form provided by the East Bay Rental Housing Association®
 www.ebrha.com
 Form 60 Day Notice of Change of Monthly Rent® (02/12)



EXH 5

30 Day Notice of Change of Monthly Rent

To patricia de Luna eldono cabiera G. (Resident) for the

(And all other occupants in possession)

premises located at: 2514 PLYMOUTH ST

(Address)

Unit _____ (if applicable) Oakland, California CA 94603

(City)

(Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or 8/1/18, whichever is later, your monthly rent is payable in advance on or before the

(Date)

05 day of each month, will be the sum of \$ 945, instead of \$ 915, the current monthly rent.

*Except as herein provided, all other terms of your tenancy shall remain in full force and effect.
A negative credit report reflecting on your credit history may be submitted
to a credit reporting agency if you breach the terms of your obligations*

8/1/18
Date

[Signature]
Owner/Agent



CHRONOLOGICAL CASE REPORT

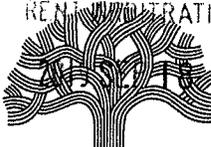
Case No.: L19-0169
Case Name: Archer v. Tenant
Property Address: 2053 Manzanita Drive, Oakland, CA
Parties: Claudette Archer (Owner)
Jim Lucey (Owner Representative)
Henry Liu (Tenant)
Andra Beebe (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	September 18, 2019
No Tenant Response filed	-----
Hearing Decision Mailed	August 7, 2020
Owner Appeal filed	August 27, 2020

000050

L19-0169

<p>RECEIVED CITY OF OAKLAND RENT ADJUSTMENT PROGRAM</p>  <p>CITY OF OAKLAND</p> <p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721</p> <p>PM 2 51</p> <p>CV/KM</p>	<p>For date stamp.</p> <p><u>PROPERTY OWNER</u> <u>PETITION</u> <u>FOR CERTIFICATE OF</u> <u>EXEMPTION</u> (OMC §8.22.030.B)</p>
--	---

Please Fill Out This Form Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed. Attach to this petition copies of the documents that prove your claim. Before completing this petition, please read the Rent Adjustment Ordinance, section 8.22.030. A hearing is required in all cases even if uncontested or irrefutable.

Section 1. Basic Information

Your Name C. CHERYL ARCUER	Complete Address (with zip code) 2053 Manzanita Oakland, CA 94611	Telephone: (510) 409-3564 Email: Cheryl@signature.com
Your Representative's Name	Complete Address (with zip code)	Telephone: E-Mail:
Property Address 2053 Manzanita Drive, Oakland, CA 94611		Total number of units in bldg or parcel. 1
Type of units (circle one)	Single Family Residence (SFR)	Condominium
If an SFR or condominium, can the unit be sold and deeded separately from all other units on the property?	Yes	No
Assessor's Parcel No.	7320-011	

Section 2. Tenants. You must attach a list of the names and addresses, with unit numbers, of all tenants residing in the unit/building you are claiming is exempt.

Section 3. Claim(s) of Exemption: A Certificate of Exemption may be granted **only** for dwelling units that are **permanently** exempt from the Rent Adjustment Ordinance.

New Construction: This may apply to individual units. The unit was newly constructed and a certification of occupancy was issued for it on or after January 1, 1983.

Single-Family or Condominium (Costa-Hawkins): Applies to Single Family Residences and condominiums only. If claiming exemption under the Costa-Hawkins Rental Housing Act (Civ. C. §1954.50, et seq.), 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 a notice of rent increase under 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 current 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?
8. When did the tenant move into the unit?

I (We) petition for exemption on the following grounds (Check all that apply):

	New Construction
✓	Single Family Residence or Condominium (Costa-Hawkins)

Section 4. Verification Each petitioner must sign this section.

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

C. Cheryl Anderson
Owner's Signature

9/18/2019
Date

Owner's Signature

Date

Important Information

Burden of Proof The burden of proving and producing evidence for the exemption is on the Owner. A Certificate of Exemption is a final determination of exemption absent fraud or mistake.

File Review Your tenant(s) will be given the opportunity to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the tenant's Response. Copies of attachments to the Response form will not be sent to you. However, you may review any attachments in the Rent Program Office. Files are available for review by appointment only. For an appointment to review a file, call (510) 238-3721. Please allow six weeks from the date of filing for notification processing and expiration of the tenant's response time before scheduling a file review.

Claudette Cheryl Archer
2053 Manzanita Drive
Oakland, California 94611

September 18, 2019

Application for Certificate of Exemption

Section 3. Claims of Exemption
Addendum: Additional Questions

1. No.
2. No.
3. No.
4. No.
5. This property is a single-family home.
6. There is no tenant.
7. Not applicable.
8. Owner-occupied.

000053

ONLINE SERVICES

[Assessor's Office](#) | [Treasurer-Tax Collector](#) | [New Query](#)

PROPERTY ASSESSMENT INFORMATION **ASSESSOR'S OFFICE**

2019 - 2020 Assessment Information

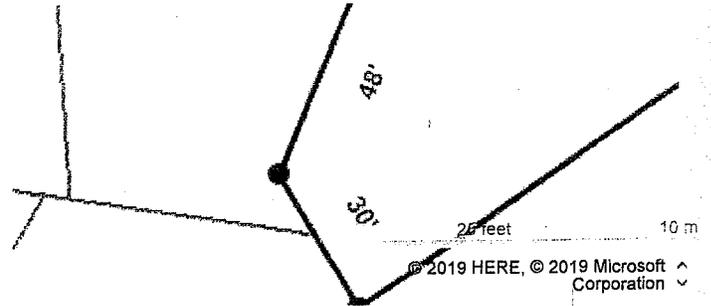
Parcel Number:	48E-7320-11
Assessor's Map: (Map image is not to scale)	Maps... Disclaimer
Use Code:	1100
Description	Single family residential homes used as such
Land	\$321,559.00
Improvements	\$750,306.00
Fixtures	0
Household Personal Property	0
Business Personal Property	0
Total Taxable Value	\$1,071,865.00
Exemptions	
Homeowner	\$7,000.00
Other	0
Total Net Taxable Value	\$1,064,865.00

[Additional Assessment Information](#) | [Property Tax Information](#)

Adobe Acrobat Reader is required to view the maps. [Click here](#) to download.

Alameda County © 2019 • All Rights Reserved • [Legal](#) • [Disclaimers](#) • [Accessibility](#)

No Images Available



LOCATION

Property Address 2053 Manzanita Dr
Oakland, CA 94611-1148

Subdivision Forestland Heights

Carrier Route C040

County Alameda County, CA

GENERAL PARCEL INFORMATION

APN/Tax ID 48E-7320-11

Alt. APN 048E-7320-011-00

Account Number

Tax Area 17-001

2010 Census Trct/Blk 4045.02/3

Assessor Roll Year 2019

PROPERTY SUMMARY

Property Type Residential

Land Use Single Family Residential

Improvement Type Single Family Residential

Square Feet 2832

of Buildings 1

CURRENT OWNER

Name Archer C Cheryl Trust

Mailing Address 2053 Manzanita Dr
Oakland, CA 94611-1148

Owner Occupied Yes

SALES HISTORY THROUGH 10/31/2019

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page Or Document#
11/16/2006	12/21/2006		C Cheryl Archer Revocable Trust	Archer C Cheryl	Intrafamily Transfer & Dissolution		2006465589
12/13/2005	12/19/2005	\$875,000	Archer C Cheryl	Slakey Karen	Grant Deed		2005537770
7/13/2004	7/20/2004	\$743,000	Slakey Karen	Sundquist Paul V & Sundquist Alice M	Grant Deed		2004329912
10/29/1998	11/5/1998	\$374,000	Sundquist Paul V & Sundquist Alice M	Sperske Dineane R	Grant Deed		98389898
4/18/1994	4/28/1994		Sperske Dineane Rae	Sperske Dineane Rae & Sperske Dineane	Individual Deed		94165360

TAX ASSESSMENT

Tax Assessment	2019	Change (%)	2018	Change (%)	2017
Assessed Land	\$321,559.00	\$6,302.00 (2.0%)	\$315,257.00	\$6,179.00 (2.0%)	\$309,078.00
Assessed Improvements	\$750,306.00	\$14,706.00 (2.0%)	\$735,600.00	\$14,418.00 (2.0%)	\$721,182.00
Total Assessment	\$1,071,865.00	\$21,008.00 (2.0%)	\$1,050,857.00	\$20,597.00 (2.0%)	\$1,030,260.00
Exempt Reason	Homeowners Exemption				
% Improved	70%				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018			\$15,304.56
2017			\$14,748.60
2016			\$14,276.30
2015			\$14,518.02
2014			\$12,096.56
2013			\$11,181.40

MORTGAGE HISTORY

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
05/09/2018	\$50,000	Cheryl Archer C C Cheryl Archer Revocable Trus	Lendistry	2018092643
01/24/2007	\$155,000	Archer Claudette C	Washington Mutual	2007038813
12/19/2005	\$625,000	Archer C Cheryl	Sovereign Bank	2005537771
10/07/2005	\$187,000	Slakey Karen	Jp Morgan Chase Bank	2005435727
02/23/2005	\$50,000	Slakey Karen	Countrywide Bank	2005072980
02/23/2005	\$582,400	Slakey Karen	Countrywide Bank	2005072979
07/20/2004	\$586,000	Slakey Karen	Countrywide Bank	2004329913
09/10/2002	\$100,000	Sundquist Paul V Sundquist Alice M	California Federal Bank	2002399839

FORECLOSURE HISTORY

Filing Date	Auction Date	Defendant(s)	Plaintiff	Foreclosure Type	Case Number	Book/Page or Document#
06/22/2011				Release		2011177881
03/25/2011	04/18/2011			Auction		2011091088
09/29/2010		Archer C Cheryl	Sovereign Bank	Preforeclosure		2010280884

PROPERTY CHARACTERISTICS: BUILDING

Building # 1	Type	Year Built	BRs	Total Sq. Ft.	Building Square Feet (Living Space)	Building Square Feet (Other)	Units	Stories	Rooms
	Single Family Residential	1975	3	2,832			1	1	7

- CONSTRUCTION

Quality	B	Roof Framing	
Shape		Roof Cover Deck	
Partitions		Cabinet Millwork	
Common Wall		Floor Finish	
Foundation		Interior Finish	
Floor System		Air Conditioning	
Exterior Wall		Heat Type	
Structural Framing		Bathroom Tile	
Fireplace		Plumbing Fixtures	
- OTHER			

Occupancy		Building Data Source		
PROPERTY CHARACTERISTICS: EXTRA FEATURE				
Feature	Size or Description		Year Built	Condition
Garage				
PROPERTY CHARACTERISTICS: LOT				
Land Use	Single Family Residential	Lot Dimensions		
Block/Lot	/1206	Lot Square Feet		9,450
Latitude/Longitude	37.839304°/-122.191823°	Acreage		0.22
PROPERTY CHARACTERISTICS: UTILITIES/AREA				
Gas Source		Road Type		
Electric Source		Topography		
Water Source		District Trend		
Sewer Source		School District		
Zoning Code				
Owner Type				
LEGAL DESCRIPTION				
Subdivision	Forestland Heights	Plat Book/Page		
Block/Lot	/1206	Tax Area		17-001
Description				
FEMA FLOOD ZONES				
Zone Code	Flood Risk	BFE	Description	FIRM Panel ID
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-06001C0080G
				FIRM Panel Eff. Date 08/03/2009

© 2019 Courthouse Retrieval System. All Rights Reserved.
Information Deemed Reliable But Not Guaranteed.

000057



CE ROUTING SLIP

Property Address 2053 Manzanita Dr. Date 8-21-13

Complaint # 1303434 Applicant Name & Phone # _____

Spec. Combo Insp. A. Harbaugh Counter Staff _____
(print name) (print name)

Please direct all permit applicants with open Code Complaints to the Inspections Counter, to meet with the assigned Code enforcement Inspector (8-10 am M-F, except Wednesday 9:30-10:00 am), by scheduling an appointment with the Code Enforcement Inspector, or meet with their Supervisor. Must have the Permit Application worksheet completed prior to consultation. Please provide all plans and documentation.
Inspection staff must complete and sign this form before related building permit applications may be processed.

Please Check boxes below:

YES NO

- Is this work related to the complaint on this address/parcel? If "NO" please sign form.
- Does permit description accurately describe work required to abate violation?
If not, change description to: _____
- Need Zoning information before plans are prepared? (eg.: setbacks, height, parking, # units, etc.)
- Are plans required?
- Has the work commenced?
- Do I apply double (2x) fee? If "NO", explain work existed before owner bought house
- Has the trade(s) work commenced? If yes circle which P. M.
- Valuation Correct? If NO, provide estimate here \$ _____
- Is field check inspection required?
- Could this be an OTC permit?
- Is it ok to process application and route to Zoning, Plan Check, Etc.?
- Are PHOTOS Required?
- Permits must be finalled by _____

NOTE: C.E. Inspector must attach a list of violation to this form.

Other permits required: Electrical Plumbing Mechanical Encroachment Obstruction CGS
 Other _____

Applicant signature C. Cheryl [Signature] Date: _____

Spec. Combination Inspector: [Signature] Date: 9-5-13



PERMIT APPLICATION WORKSHEET

CEDA - Permit Center
250 Frank H. Ogawa Pl.
2nd Floor, Suite 2114
Oakland, Ca 94612
(510) 238-3891
Hours:
8 am-4 pm Mo,Tu,Th,Fr
9:30 am-4 pm Wed

PLEASE COMPLETE ALL INFORMATION. APPLICANTS WITH INCOMPLETE WORKSHEETS MAY BE ASKED TO GET A NEW NUMBER. INACCURATE INFORMATION MAY LEAD TO SUSPENSION OF THE PERMIT. ADDITIONAL PERMITS MAY BE REQUIRED, i.e., Electrical, Plumbing, Mechanical, Sewer, Obstruction.

TYPE OF PERMIT: (circle one) RIGHT OF WAY		BUILDING	SIGN	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">SCHOOL FEE (SF)</th> <th>ADDRESS FEE</th> </tr> <tr> <td>Commercial</td> <td>\$0.36</td> <td>\$ 98.00*</td> </tr> <tr> <td>Residential</td> <td>\$2.24</td> <td>\$ 36.00*</td> </tr> <tr> <td colspan="2">Change of Address for Any Occupancy</td> <td>\$393.00*</td> </tr> <tr> <td colspan="3" style="text-align: center;">* record and tech fee (14.75%) not included</td> </tr> </table>		SCHOOL FEE (SF)		ADDRESS FEE	Commercial	\$0.36	\$ 98.00*	Residential	\$2.24	\$ 36.00*	Change of Address for Any Occupancy		\$393.00*	* record and tech fee (14.75%) not included		
SCHOOL FEE (SF)		ADDRESS FEE																		
Commercial	\$0.36	\$ 98.00*																		
Residential	\$2.24	\$ 36.00*																		
Change of Address for Any Occupancy		\$393.00*																		
* record and tech fee (14.75%) not included																				
TYPE OF WORK (circle one)		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Site Plan Review</td> <td>1-4 cars \$1,575</td> <td>5-20 cars \$1,837.00</td> <td>21-40 cars \$1,968.00</td> </tr> <tr> <td></td> <td>41-120 cars \$2,099.00</td> <td>121-300 cars \$2,230.00</td> <td>>300 cars \$ 2,361.00</td> </tr> </table>				Site Plan Review	1-4 cars \$1,575	5-20 cars \$1,837.00	21-40 cars \$1,968.00		41-120 cars \$2,099.00	121-300 cars \$2,230.00	>300 cars \$ 2,361.00							
Site Plan Review	1-4 cars \$1,575	5-20 cars \$1,837.00	21-40 cars \$1,968.00																	
	41-120 cars \$2,099.00	121-300 cars \$2,230.00	>300 cars \$ 2,361.00																	
(1) NEW CONSTRUCTION	(2) REPAIR	(3) ADDITION	(4) CELL SITE	(5) ALTERATION /T.I.																
(6) DEMOLITION (_____ SF)	(7) SOLAR PANELS (SE)	(8) RETROFIT	(9) C.O./S.A.	(10) CHANGE IN USE																
IS THIS APPLICATION RELATED TO ANY OTHER PERMIT? TO ANY OTHER COMPLAINT?		IF YES, INDICATE PERMIT #, PLANNING CASE FILE # OR COMPLAINT #:																		
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		1303436																		
SITE ADDRESS/JOB LOCATION			ASSESSOR'S PARCEL NO.																	
2053 Manzanita Dr.			048-E-7320-011-00																	
DESCRIPTION OF PROPOSED WORK																				
Kitchen added to lower portion of the house																				
WORK IS VISIBLE FROM FREEWAY/BART		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES																		
EXTERIOR WORK ON BUILDING		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (PHOTOS REQUIRED. PLEASE ATTACH)																		
VALUATION OF PROPOSED WORK	EXISTING # OF RESIDENTIAL UNITS	# OF STORIES:		<input type="checkbox"/> SFD/DUPLEX <input type="checkbox"/> APARTMENTS <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL																
\$ 1,000.00	PROPOSED # OF UNITS	FIRE SPRINKLER		<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO																
PROPERTY OWNER'S NAME			PROPERTY OWNER'S PHONE NUMBER																	
C. CHERYL ARCHER																				
PROPERTY OWNER'S ADDRESS (street, city and zip code)																				
2053 MANZANITA DR. OAKLAND 94611																				
PERSON SUBMITTING PLANS / CONTACT PERSON		PHONE NUMBER	FAX NUMBER																	
C. CHERYL ARCHER		(ABOVE)	(ABOVE)																	
ARCHITECT'S/DESIGNER'S NAME		PHONE NUMBER	FAX NUMBER																	
CONTRACTOR'S LICENSE NUMBER		SIGNATURE OF APPLICANT		DATE																
		C. Cheryl Archer																		

I ACKNOWLEDGE THAT REFUNDS ARE LIMITED PER Section 107.6 of O.B.C.. INITIAL _____ DATE _____

000060



CEDA - Building Services
 250 Frank H. Ogawa Plaza,
 Suite 2114
 Oakland, California 94612
 (510) 238-3444 Inspections
 (510) 238-2263 fax

Effective July 7, 2010 (510) 238-3444 Inspections

JOB ADDRESS: 2053 Manzanita Dr.

CONTR. LIC. NO.:

BUILDING PERMIT #:

USE OF BUILDING:

Electrical, Plumbing, Mechanical Permit #s:

Permits expire unless major inspections are approved by the City every 6 months.

Date of building permit application determines applicable standards.

Optional Plan Check is only available with additional processing and overtime fees
 I'm requesting the optional plancheck

Documentation needed for inspection:

- PGE application number
- Title 24 Energy Calc for Electric Heater
- Title 24 Energy Calc for Lighting
- AIC letter, Load calcs & 1 line diagrams

DESCRIPTION OF PROPOSED WORK:

Qnty.	PLUMBING	Cost/U	Insp Fee	Qnty.	MECHANICAL	Cost/U	Insp Fee	Qnty.	ELECTRICAL	Cost/U	Insp Fee
	Apt.in-lieu next 7 ** (hr)	99.00			A/C UNITS (<100 kbtu's)	43.00			SERVICE () AMPS	69.00	
	TOILETS	18.75			A/C UNITS (>100 kbtu's)	69.00			>100 AMP/100 INCR	53.00	
	URINALS	18.75			EVAP COOLER	43.00			>600 VOLTS/200 KVA	263.00	
	LAVATORY/ BASIN	18.75			CONDEN / COMPRESS	28.00			METER (EXTRA)	12.00	
	SHOWERS	18.75			(ZONE) COIL / RADIANT	28.00			CIRCUIT / FEEDER	5.40	
	TUBS	18.75			CONDENSATE DRAIN	18.75			Apt.in-lieu next 7 ** (hr)	99.00	
1	SINKS	18.75			(ZONE) Low Pressure Duct	34.00			(Incandes.) FIXT. RES.	1.80	
1	DISHWASHER Resid	18.75							(Fluor balast) FIXTURES	3.60	
	GARBAGE DISP Resid	18.75			F.A.U. (forced air unit)	43.00			FIXT. (HighPresSod. HID)	5.40	
	LAUNDRY TRAY	18.75			WALL FURNACE	43.00			SWITCHES	1.80	
	CLOTHES WASHER	18.75			FLOOR FURNACE	43.00			RECEPTACLES	1.80	
	DRINKING FOUNTAIN	18.75			DUAL UNIT Heat / Cool	79.00			RANGE/ TOP or OVEN *	18.75	
	FLOOR SINKS	18.75			GAS APPLIANCE Misc	18.75			DRYER *	18.75	
	FLOOR DRAIN	18.75			GAS LIGHT/ LOG	18.75			FAN (Exhaust; Kitch/Bath)	1.80	
	INDIRECT WASTE	18.75			INCINERATOR / KILN	87.00			DISPOSAL *	7.15	
	WASTE/VENT ALT Res	28.00			BOILERS (TO 30 HP)	87.00			DISHWASHER *	7.15	
	RAIN WATER LEADER	28.00			BOILERS (> 30 HP)	140.00			AIR COND. (1st 5 hp) *	34.00	
	BACK WATER VALVE	28.00			FIREPLACE / BURNER	87.00			AIR COND (ea. add'l hp)	3.60	
	EJECTOR/SUMP	87.00			HEAT EXCH/ PUMP	43.00			HEATERS (AIR) KW *	3.60	
	WATER SERVICE	28.00			Gas Torch Bunsen Burner	18.75			(WATER) KW (\$262 max)	3.60	
	WATER ALTERATION	28.00							FURNACE *	18.75	
	WATER HEATERS	28.00			ENVIR AIR DUCT Resid	18.75			SWIMMING POOL *	140.00	
	BACK FLOW DEVICE	28.00			FLUES	18.75			OUTDOOR SPA Hot Tub *	87.00	
	GAS TEST / PIPE Low	53.00			FAN BLWER to 10k cfm	34.00			INDOOR SPA HIDR. *	62.00	
	ROMAN TUBS & BAPT	87.00			FAN BLWER >10K cfm	69.00			FOUNTAIN	53.00	
	GAS DRYERS Resid	18.75			VAR. AIR VOL. DAMPER	18.75			MFG. BLDG 1ST SECT.	131.00	
	GAS RANGES Resid	18.75			FIRE / SMOKE DAMP	18.75			MFG. BLDG. + SECT.	43.00	
					MFG. BLDG 1ST SECT.	131.00					
					MFG. BLDG. + SECT.	43.00					
	SWIM. POOL / SPA	173.00							SERVICE (TEMP.)	79.00	
	BLDG SEWER to PL	173.00			RADIATOR	28.00			MOVED BLDG. (per hour)	62.00	
	MFG. BLDG 1ST SECT.	131.00			GAS TEST / PIPE Low	53.00			LOW VOLTAGE SYSTEM	168.00	
	MFG. BLDG. + SECT.	43.00			DRYER VENT Resid	18.75			SURVEY (per hour)	131.00	
	GREY WATER	84.00			RANGE VENT Resid	18.75			METER RESET: SFD	34.00	
	CATCH BASIN	88.00							: APT (Ea)	28.00	
	DRAIN TO STREET	43.00							: COMM (per hour)	69.00	
	On-Site Storm Drain Piping	173.00									
	COMMERCIAL ONLY				COMMERCIAL ONLY				COMMERCIAL ONLY		
	GAS TEST / PIPE Med	87.00			GAS TEST/ PIPE Med	87.00			Motion Picture Machine	18.75	
	GARBAGE DISP Com	28.00			ENVIR AIR DUCT Com	43.00			CASE BEV / FR / VEG	18.75	
	DISHWASHER Com	28.00			DRYER VENT Com	28.00			GASOLINE DISP.	18.75	
	GREASE TRAP	87.00			RANGE VENT Com	28.00			SIGN (NEW)	43.00	
	GREASE INTERCEPTOR	174.00			COMMERCIAL HOOD ***	173.00			SIGN (EXISTING)	34.00	
	WASTE/VENT ALT Com	28.00			MISC. INDUST. EQUIP.	140.00			OUTLINE NEON KVA	12.65	
	GAS DRYERS Com	28.00							MISC. APPARATUS kw	3.60	
	GAS RANGES Com	28.00							MOTORS HP (\$263 max)	3.60	
									X-RAY / DENTAL UNIT	18.75	
	INSPECTION SUBTOTAL (\$71.00 min)				INSPECTION SUBTOTAL (\$71.00 min)				INSPECTION SUBTOTAL (\$71.00 min)		
	PLAN CHK(20%res/ 64%com)				PLAN CHK(20%res/ 64%com)				PLAN CHK(20%res/ 64%com)		
	APPLICATION FEE		71.00		APPLICATION FEE		71.00		APPLICATION FEE		71.00
	TOTAL				TOTAL				TOTAL		
	Records Mgmt	9.50%			Records Mgmt	9.50%			Records Mgmt	9.50%	
	Tech Enhancement	5.25%			Tech Enhancement	5.25%			Tech Enhancement	5.25%	
	GRAND TOTAL:				GRAND TOTAL:				GRAND TOTAL:		

You must contact PG&E for all electric panel upgrades prior to City Inspections. Call PG&E at 1-877-743-7782 or www.pge.com

*Requires dedicated circuit. ** Apartment in-lieu is only for each unit within new apartment buildings larger than 4 units. ***Need Hood Cut Sheet for inspection approval before install

Simplified Prescriptive Certificate of Compliance: 2008 Residential HVAC Alterations CF-1R-ALT-HVAC
 Climate Zones 1 and 3-7

<i>Site Address:</i>		<i>Enforcement Agency:</i>		<i>Date:</i>	<i>Permit #:</i>
Equipment Type¹	List Minimum Efficiency²		Conditioned Floor Area	Duct insulation requirement	Thermostat
<input type="checkbox"/> Packaged Unit <input type="checkbox"/> Furnace <input type="checkbox"/> Indoor Coil <input type="checkbox"/> Condensing Unit <input type="checkbox"/> Other	<input type="checkbox"/> AFUE _____ <input type="checkbox"/> SEER _____ <input type="checkbox"/> EER _____	<input type="checkbox"/> COP _____ <input type="checkbox"/> HSPF _____ <input type="checkbox"/> Resistance _____	Served by system _____ sf	Over 40 ft of ducts added or replaced in unconditioned space <input type="checkbox"/> R 6 (CZ 1, 3-5)	<input type="checkbox"/> Setback <i>(If not already present, must be installed)</i>
1. Equipment Type: Choose the equipment being installed; if more than one system, use another CF-1R-ALT-HVAC for each system. 2. Minimum Equipment Efficiencies: 13 SEER, 78% AFUE, 7.7HSPF for typical residential systems.					
Contractor (Documentation Author's /Responsible Designer's Declaration Statement) <ul style="list-style-type: none"> I certify that this Certificate of Compliance documentation is accurate and complete. I am eligible under Division 3 of the California Business and Professions Code to accept responsibility for the design identified on this Certificate of Compliance. I certify that the energy features and performance specifications for the design identified on this Certificate of Compliance conform to the requirements of Title 24, Parts 1 and 6 of the California Code of Regulations. The design features identified on this Certificate of Compliance are consistent with the information documented on other applicable compliance forms, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with the permit application. 					
Name:			Signature:		
Company:				Date:	
Address:				License:	
City/State/Zip:				Phone:	

17.102.270 - Additional kitchen for a single dwelling unit.

An additional kitchen for a single dwelling unit in any Residential Facility may be permitted, without thereby creating an additional dwelling unit, upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17.134, and upon determination that all of the following conditions set forth below exist:

- A. That the additional kitchen will be located within the same residential structure as the existing kitchen and solely constitute an additional service facility for the resident household, family or its temporary guests,
- B. That the additional kitchen will not serve as a basis for permanent habitation of an extra household or family on the premises, or the creation of an additional dwelling unit on the premises.
- C. That the additional kitchen is necessary to render habitable a living area occupied by one or more persons related by blood, marriage, or adoption to the resident family or collective household occupying the main portion of the dwelling unit.

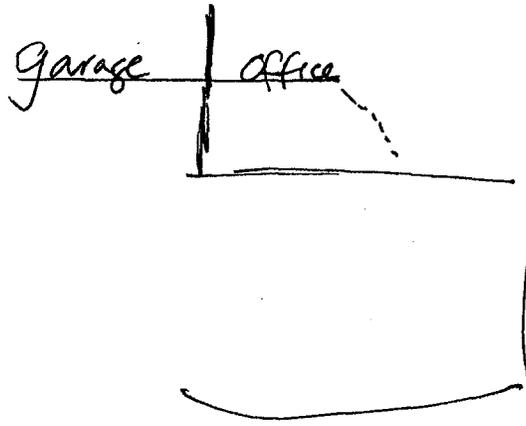
However, a conditional use permit under this subsection shall not be granted in the RH zones or the RD-1 zone if the lot contains two (2) or more dwelling units.

(Ord. No. 13064, § 2(Exh. A), 3-15-2011; Ord. 12872 § 4 (part), 2008; Ord. 12272 § 4 (part), 2000; prior planning code § 7032)

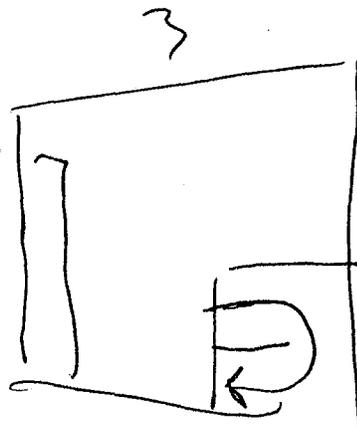
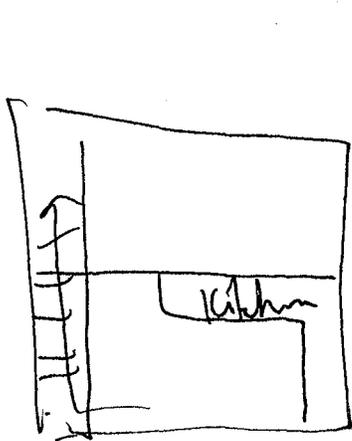
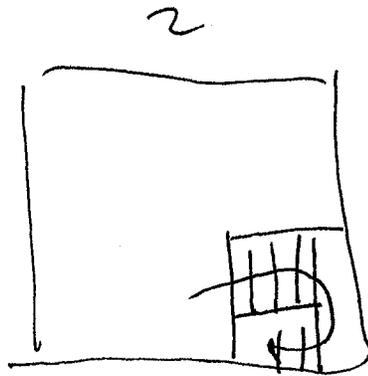
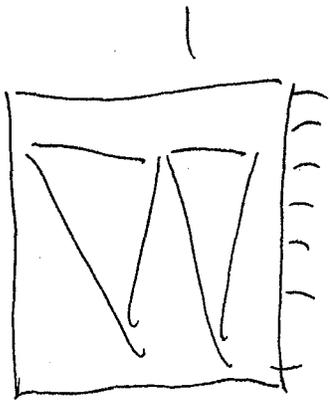
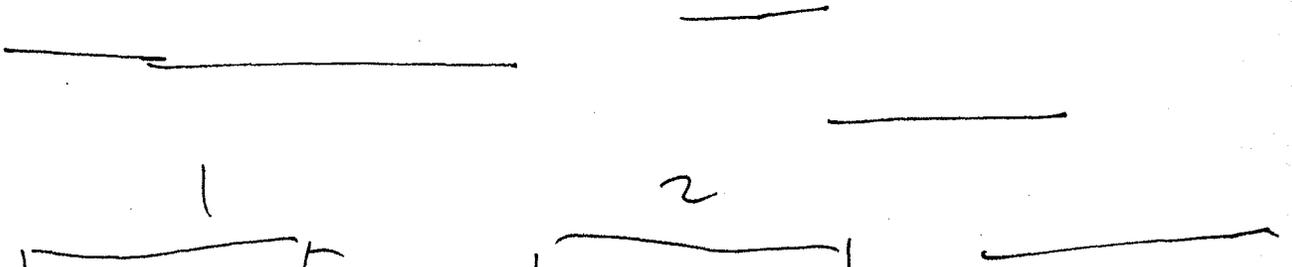
17.102.300 - Dwelling units with five or more bedrooms.

- A. Use Permit Required. No existing Residential Facility shall be altered, through additions, division of existing rooms, or other means, so as to create a total of five (5) or more bedrooms in any dwelling unit except upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17.134.
- B. Owner Occupants Exempt. The provisions of this section shall not apply to the alteration of any existing dwelling unit which is occupied by the legal owner of the property on the filing date of the application for the building permit to alter the dwelling unit, and which has been continuously occupied by the same legal owner for a period of at least one (1) year prior to that date. The burden of proof of owner occupancy shall be on the applicant and shall be verified by at least two forms of proof of continual owner occupancy covering the required time period, one of which shall be a valid homeowner's exemption issued by the Alameda County Assessor or other equivalent proof of owner occupancy.
- C. Use Permit Criteria. A conditional use permit under this section may be granted only upon determination that the proposal conforms to the general use permit criteria set forth in the conditional use permit procedure in Chapter 17.134 and to all of the following additional use permit criteria:
 - 1. That off-street parking for residents of the entire facility, including any existing facility and any proposed alteration or addition, is provided as specified in the zone or zones in which the facility is located, as set forth in Section 17.116.060.
 - 2. That a minimum of one (1) off-street visitor parking space is provided for the entire facility;
 - 3. That the parking spaces provided in accordance with criteria 1 and 2, and all associated driveways, maneuvering aisles, and other related features, comply with the standards for required parking and loading facilities applicable in the base zone in which the facility is located, as set forth in Sections 17.116.170 through 17.116.300.
 - 4. That no required parking spaces are located other than on approved driveways between the front lot line and the front wall of the facility or its projection across the lot.
 - 5. That the applicable requirements of the buffering regulations in Chapter 17.110 are met.

1) Secondary Unit = \$ 1,052.26 (> 500¢) - typically approved over the counter
2) Additional kitchen for single dwelling unit = \$ 2,856.63 months



Garage



OAKLAND
Community & Economic Development Agency
250 Frank H. Ogawa Pl, Oakland CA, 94612
Phone: (510)238-4774 FAX: (510)238-2263

PAYMENT RECEIPT

=====
Application#: CU13339 Payment#: 001
APPLICATION FEE - PLANNI \$1,310.00
NOTIFICATION \$917.00
ENVIRON.REVIEW EXEMPTION \$262.00
RECORDS MANAGEMENT FEE (\$236.46
TECHNOLOGY ENHANCEMENT FE \$130.67
Subtotal: \$2,856.13
=====

Application#: CU13339 Payment#: 002
ZONING BOND \$50.00
=====

Sales Tax: \$.00
***** TOTAL PAID: \$2,906.13
=====

Credit Card Sale : \$2,906.13
VISA Card# *****2196 Exp XXXX
Auth# 014617 Ref# R02-178843-131211
=====

Payor: C C ARCHER
Date: 12/11/13 Time: 14:39:43
By: MKH Register R02 Receipt# 178843

ORIGINAL RECEIPT REQUIRED FOR REFUND

000065

Appl#: CU13339 Pmt#: 001 Disp: Type: Filed: 12/05/13
 Address: 2053 MANZANITA DR Unit: Parcel: 048E-7320-011-00
 Descr: Adding a second kitchen.
 Other Related Applic#s:

Environ Rev Determ: EX Date: 12/05/13 Sect#: 15301 ER Appl#:
 Site Area Sq. Ft.: PUD-Prelim/Final (P/F):
 PUD Floor Area Sq. Ft.: Condo Conversion? (Y/N):
 S-11 Nbr of Dwelling Units: 1 S-11 Map Review? (Y/N):
 Des Rev-New Constr? (Y/N): N Des Rev Value > \$150,000? (Y/N):
 Nbr Subdivision Lots: Invstg: Nbr Trees Review:
 Payment Type* FIL APPL FILING PAYMENT (PLNG PERMITS)
 Applic 1,310.00 Exempt 262.00 Appeal Eng-Svcs
 Notific 917.00 Special Notific Other
 Tech 130.67 Rcd Mgt 236.46 Invstg
 Total 2,856.13 Effctv 12/05/13 Init LBK Paid Rg Rcpt
 NSF Refunded Amount

Dlnq Notice
 Comment:

F1=Hlp F3=Ext F5=Chg F6=Add F7=Fwd F8=Bck F9=Del F11=Fnd F12=Prv F24=Com

PTS113-CPD

UPDATE/QUI APPLICATION FEE RECORD

12/05/13 10:55:56

Next Option: 106

Appl#: CU13339 Pmt#: 002 Disp:

Type: Filed: 12/05/13

Address: 2053 MANZANITA

DR Unit:

Parcel: 048E-7320-011-00

Descr: Adding a second kitchen.

Other Related Applic#s:

Environ Rev Determ: EX Date: 12/05/13 Sect#: 15301

ER Appl#:

Site Area Sq. Ft.:

PUD-Prelim/Final (P/F):

PUD Floor Area Sq. Ft.:

Condo Conversion? (Y/N):

S-11 Nbr of Dwelling Units: 1

S-11 Map Review? (Y/N):

Des Rev-New Constr? (Y/N): N

Des Rev Value > \$150,000? (Y/N):

Nbr Subdivision Lots:

Invstg:

Nbr Trees Review:

Payment Type* ZBOND ZONING BOND

Fee: 50.00

Rcd Mgt

Total 50.00 Effctv 12/05/13 Init LBK Paid

Rg Rcpt

NSF

Refunded

Amount

Dlnq Notice

Comment:

F1=Hlp F3=Ext F5=Chg F6=Add F7=Fwd F8=Bck F9=Del F11=Fnd F12=Prv F24=Com

000067

PCS100-01

UPDATE/ Q Y PROJECT INFORMATION

12/05 10:55:17

Next Option: 101
Tract

Applic#* CUL3339 Type:

Date Filed: 12/05/13 Complete By: 01/04/14 Disposition:

NUMBER STREET NAME SUFFIX* SUITE ASSESSOR PARCEL#

Site addr: 1) 2053 MANZANITA DR 048E-7320-011-00

2)

3)

Zoning* RH-4 S-11 GP Use 1HR Prcl Cond: Cond Aprvl: Viol: X

Proj Descr: Adding a second kitchen.

Envirn Rev: Exempt? (Y/N): Y Sect: 15301

EX ER Applic#:

Track:

Lic# Phone# Applicant

Owner: ARCHER C CHERYL TRUST

Contractor:

Arch/Engr:

Agent: CHERYL ARCHER

(510)338-0505 X

Applicant Addr: 2053 MANZANITA DR

No Fee:

City/State: OAKLAND, CA

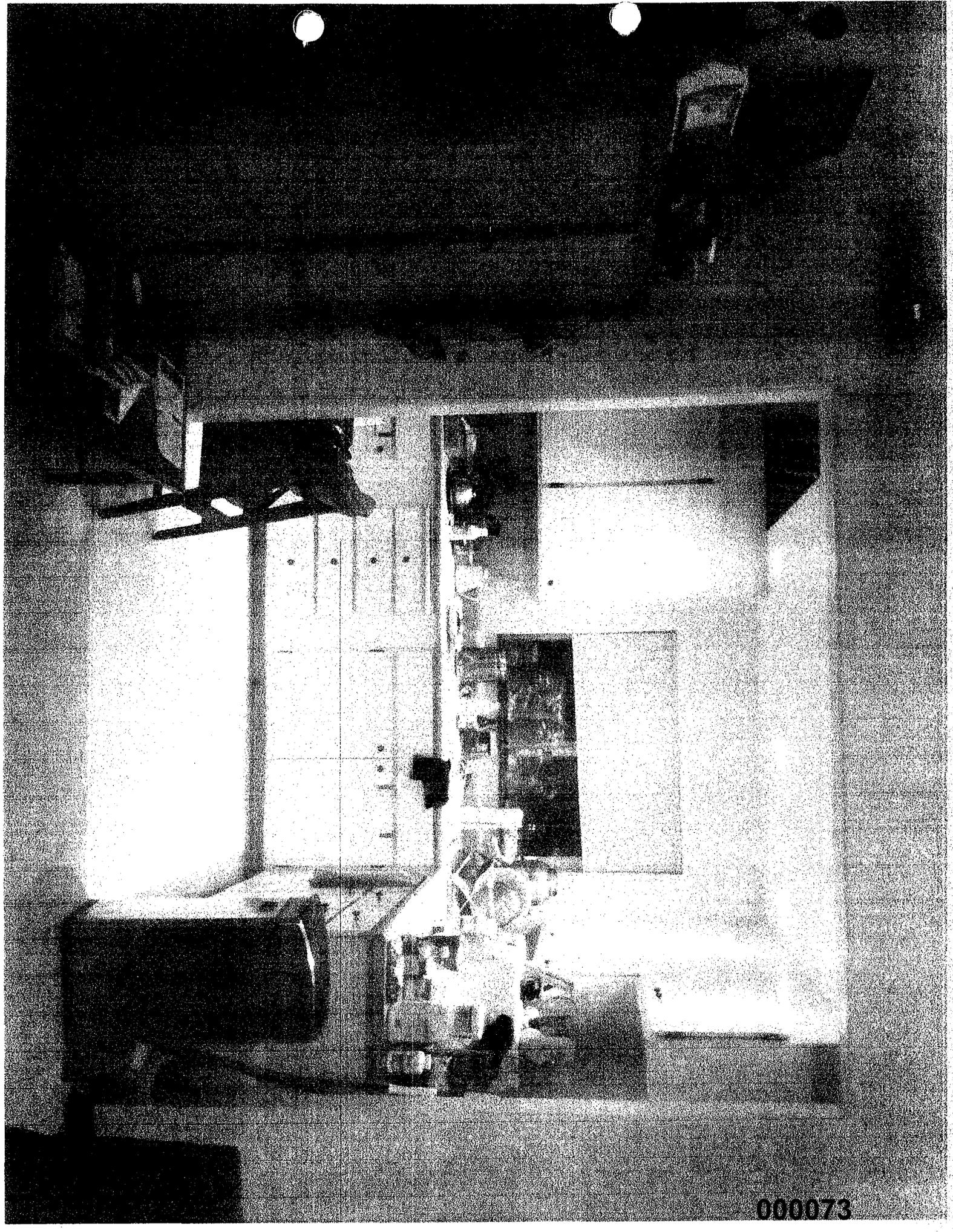
Zip: 94611

Other Related Applic#s:

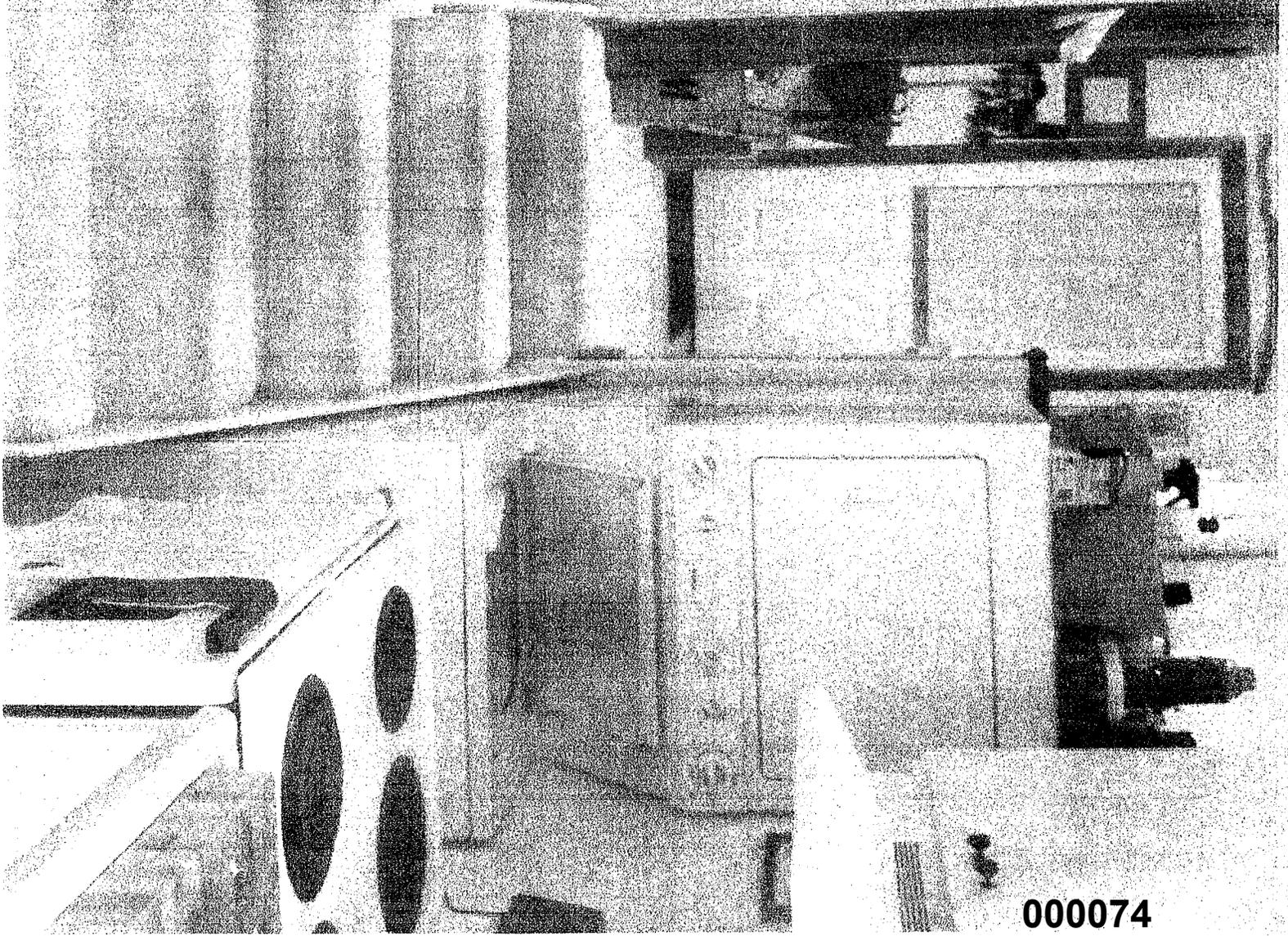
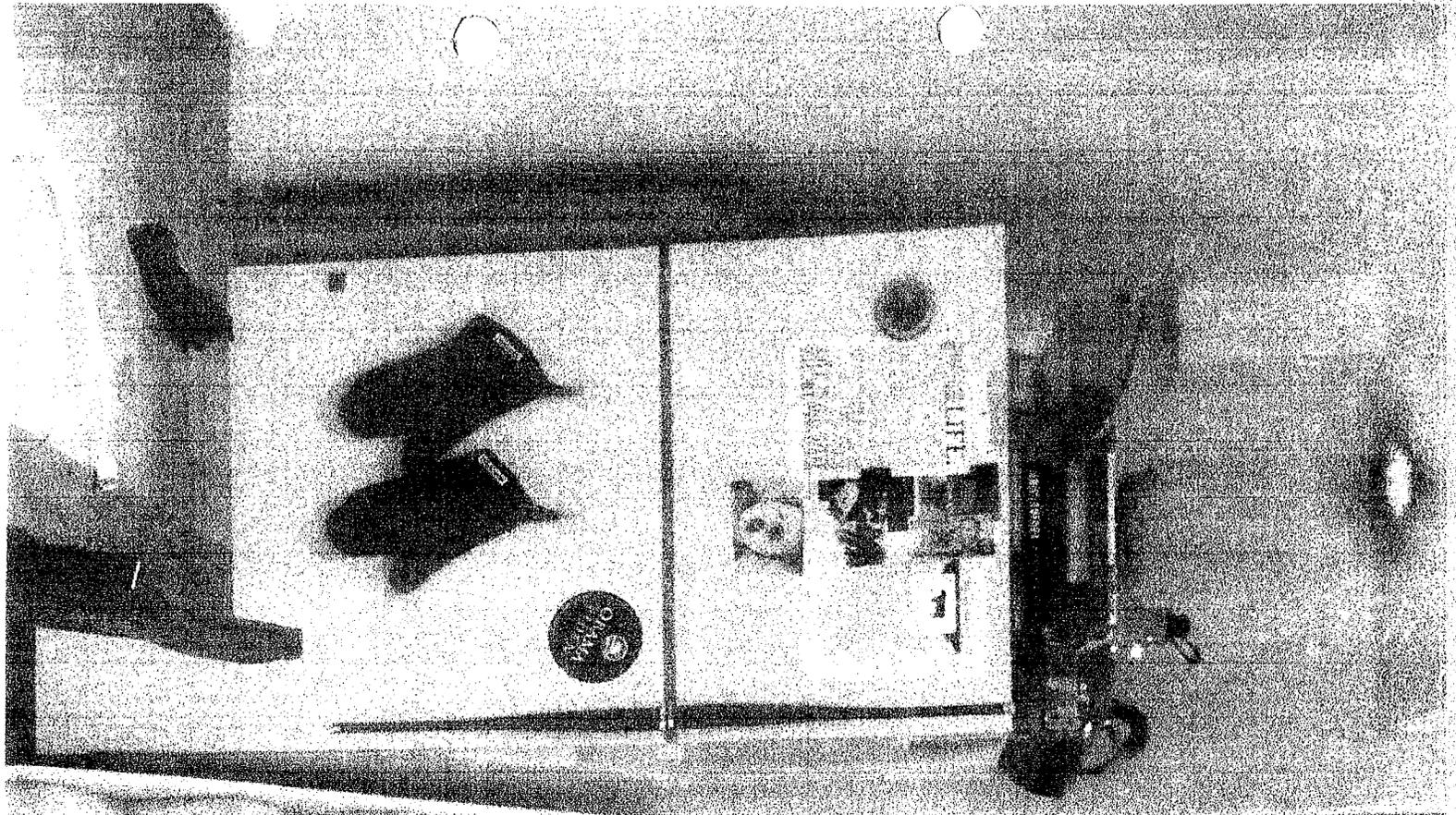
F3=Ext F5=Chg F6=Add F7=Fwd F8=Bck F11=Fnd F12=Prv F23=Dsc F24=Com

800 RECORD ADDED

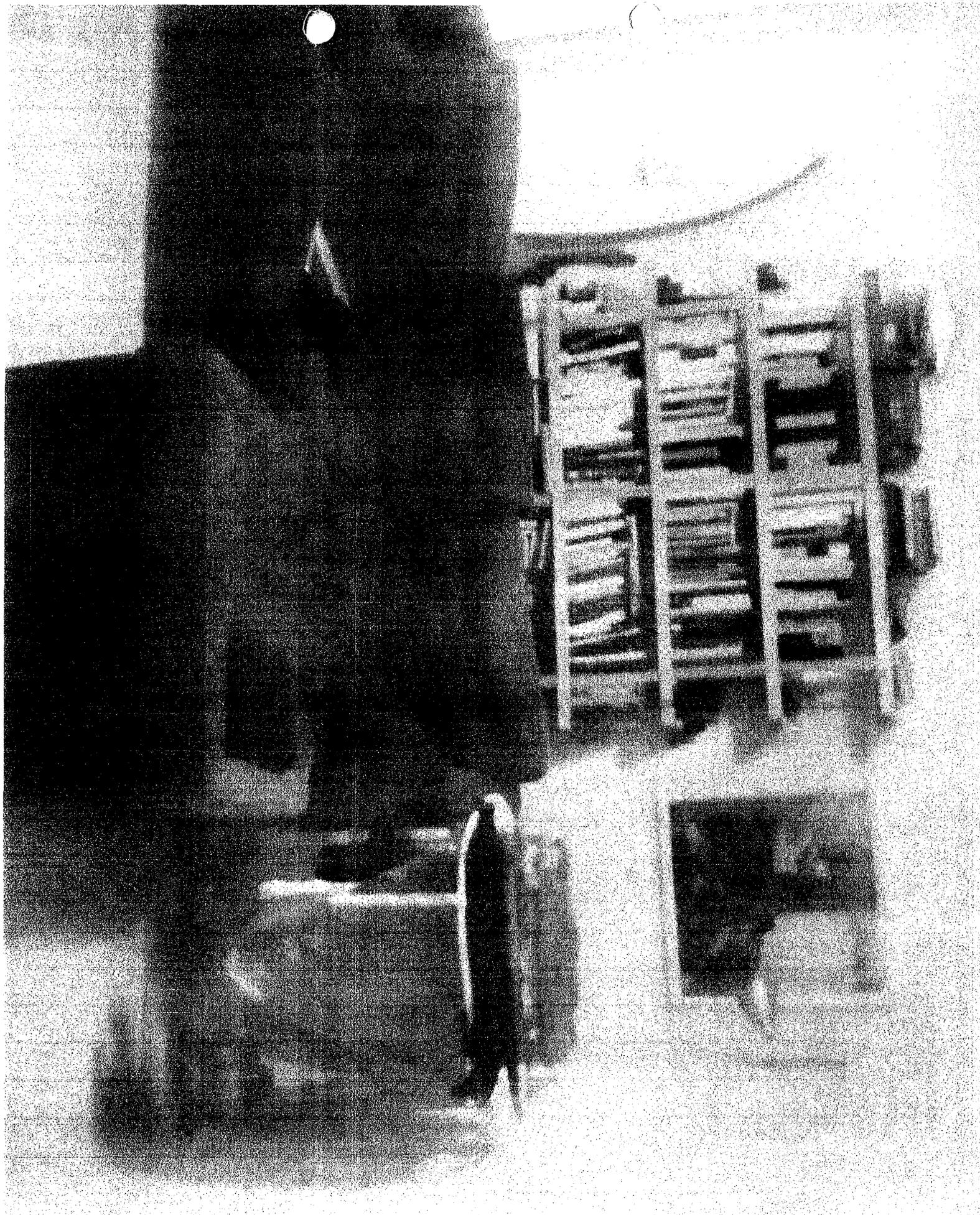
000068



000073



000074



000075



000076

ONLINE SERVICES

[Assessor's Office](#) | [Treasurer-Tax Collector](#) | [New Query](#)

PROPERTY ASSESSMENT INFORMATION

ASSESSOR'S OFFICE

2019 - 2020 Assessment Information

Parcel Number:	48E-7320-11
Assessor's Map: (Map image is not to scale)	Maps , Disclaimers
Use Code:	1100
Description	Single family residential homes used as such
Land	\$321,550.00
Improvements	\$750,306.00
Fixtures	0
Household Personal Property	0
Business Personal Property	0
Exemptions	
Homeowner	\$7,000.00
Other	0
Total Taxable Value	\$1,071,856.00
Total Net Taxable Value	\$1,064,856.00

[Additional Assessment Information](#) | [Property Tax Information](#)

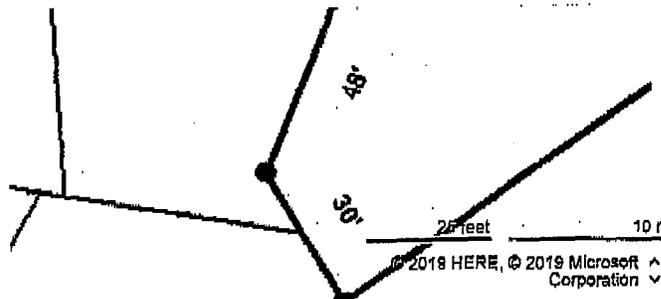
Adobe Acrobat Reader is required to view the maps. [Click here](#) to download.

Alameda County © 2019 - All Rights Reserved - [Legal / Disclaimers](#) - [Accessibility](#)

Sunday, November 24, 2019



No Images Available



LOCATION
 Property Address 2053 Manzanita Dr
 Oakland, CA 94611-1148
 Subdivision Forestland Heights
 Carrier Route C040
 County Alameda County, CA

GENERAL PARCEL INFORMATION
 APN/Tax ID 48E-7320-11
 Alt. APN 048E-7320-011-00
 Account Number
 Tax Area 17-001
 2010 Census Tract/Blk 4045.02/2
 Assessor Roll Year 2019

PROPERTY SUMMARY
 Property Type Residential
 Land Use Single Family Residential
 Improvement Type Single Family Residential
 Square Feet 2832
 # of Buildings 1

CURRENT OWNER
 Name Archer C Cheryl
 Mailing Address 2053 Manzanita Dr
 Oakland, CA 94611-1148
 Owner Occupied Yes

SALES HISTORY THROUGH 10/31/2019

Date	Date Recorded	Amount	Buyer/Owners	Seller	Instrument	No. Parcels	Book/Page or Document#
11/16/2008	12/21/2006		C Cheryl Archer Revocable Trust	Archer C Cheryl	Intrafamily Transfer & Dissolution		2008485669
12/13/2005	12/19/2005	\$875,000	Archer C Cheryl	Slakey Karen	Grant Deed		2005037770
7/13/2004	7/20/2004	\$743,000	Slakey Karen	Sundquist Paul V & Sundquist Alice M	Grant Deed		2004328912
10/29/1998	11/5/1998	\$374,000	Sundquist Paul V & Sundquist Alice M	Sperske Dineane R	Grant Deed		98389899
4/18/1994	4/28/1994		Sperske Dineane Rae	Sperske Dineane Rae & Sperske Dineane	Individual Deed		04185300

TAX ASSESSMENT

	2019	Change (%)	2018	Change (%)	2017
Assessed Land	\$321,559.00	\$8,302.00 (2.0%)	\$315,257.00	\$6,176.00 (2.0%)	\$309,076.00
Assessed Improvements	\$750,306.00	\$14,708.00 (2.0%)	\$735,600.00	\$14,418.00 (2.0%)	\$721,182.00
Total Assessment	\$1,071,865.00	\$21,008.00 (2.0%)	\$1,050,857.00	\$20,597.00 (2.0%)	\$1,030,260.00
Exempt Reason	Homesteaders Exemption				
% Improved	70%				

TAXES

Tax Year	City Taxes	County Taxes	Total Taxes
2018			\$15,304.58
2017			\$14,749.60
2016			\$14,278.30
2015			\$14,518.02
2014			\$12,098.66
2013			\$11,181.40

MORTGAGE HISTORY

Date Recorded	Loan Amount	Borrower	Lender	Book/Page or Document#
05/08/2018	\$50,000	Cheryl Archer C C Cheryl Archer Revocable Trust	Lendistry	2018092643
01/24/2007	\$155,000	Archer Claudette C	Washington Mutual	2007038813
12/19/2005	\$625,000	Archer C Cheryl	Sovereign Bank	2005537771
10/07/2005	\$187,000	Slakey Karen	Jp Morgan Chase Bank	2005435727
02/23/2005	\$50,000	Slakey Karen	Countrywide Bank	2005072880
02/23/2005	\$582,400	Slakey Karen	Countrywide Bank	2005072879
07/20/2004	\$586,000	Slakey Karen	Countrywide Bank	2004328913
09/10/2002	\$100,000	Sundquist Paul V Sundquist Alice M	Californis Federal Bank	2002388639

FORECLOSURE HISTORY

Filing Date	Auction Date	Defendant(s)	Plaintiff	Foreclosure Type	Case Number	Book/Page or Document#
08/22/2011				Release		2011177881
03/25/2011	04/18/2011			Auction		2011091088
09/28/2010		Archer C Cheryl	Sovereign Bank	Preforeclosure		2010280884

PROPERTY CHARACTERISTICS: BUILDING

Building # 1	Type	Single Family Residential	Condition	Effective Year	Units	Stories	Rooms
	Year Built	1975		1976	1	1	7
	BRs	3		2 F H			
	Total Sq. Ft.	2,832					

- CONSTRUCTION

Quality	Roof Framing
Shape	Roof Cover Deck
Partitions	Cabinet Millwork
Common Wall	Floor Finish
Foundation	Interior Finish
Floor System	Air Conditioning
Exterior Wall	Heat Type
Structural Framing	Bathroom Tile
Fireplace	Plumbing Fixtures
- OTHER	

Occupancy

Building Data Source

PROPERTY CHARACTERISTICS: EXTRA FEATURES

Feature	Size or Description	Year Built	Condition
Garage			

PROPERTY CHARACTERISTICS: LOT

Land Use	Single Family Residential	Lot Dimensions	
Block/Lot	/1208	Lot Square Feet	9,450
Latitude/Longitude	37.839304°-122.191823°	Acres	0.22

PROPERTY CHARACTERISTICS: UTILITIES/AREA

Gas Source	Road Type
Electric Source	Topography
Water Source	District Trend
Sewer Source	School District
Zoning Code	

LEGAL DESCRIPTION

Subdivision	Forestland Heights	Plat Book/Page	
Block/Lot	/1208	Tax Area	17-001
Description			

FEMA FLOOD ZONES

Zone Code	Flood Risk	BFE	Description	FIRM Panel ID	FIRM Panel Eff. Date
X	Minimal		Area of minimal flood hazard, usually depicted on FIRMs as above the 500-year flood level.	065048-08001 C0080G	08/03/2009

© 2019 Courthouse Retrieval System. All Rights Reserved. Information Deemed Reliable But Not Guaranteed.



CITY OF OAKLAND
DEPARTMENT OF PLANNING, BUILDING
& NEIGHBORHOOD PRESERVATION

CEDA Building Services
250 Frank Ogawa Plaza, 2nd Floor
Oakland, Ca 94612

CE ROUTING SLIP

Property Address 7053 Marzquita Dr. Date 8-21-13

Complaint # 1303434 Applicant Name & Phone # _____

Spec. Combo Insp. A. Harbaugh Counter Staff _____
(print name) (print name)

Please direct all permit applicants with open Code Complaints to the Inspections Counter, to meet with the assigned Code enforcement Inspector (8-10 am M-F, except Wednesday 9:30-10:00 am), by scheduling an appointment with the Code Enforcement Inspector, or meet with their Supervisor. Must have the Permit Application worksheet completed prior to consultation. Please provide all plans and documentation. Inspection staff must complete and sign this form before related building permit applications may be processed.

Please Check boxes below:

YES NO

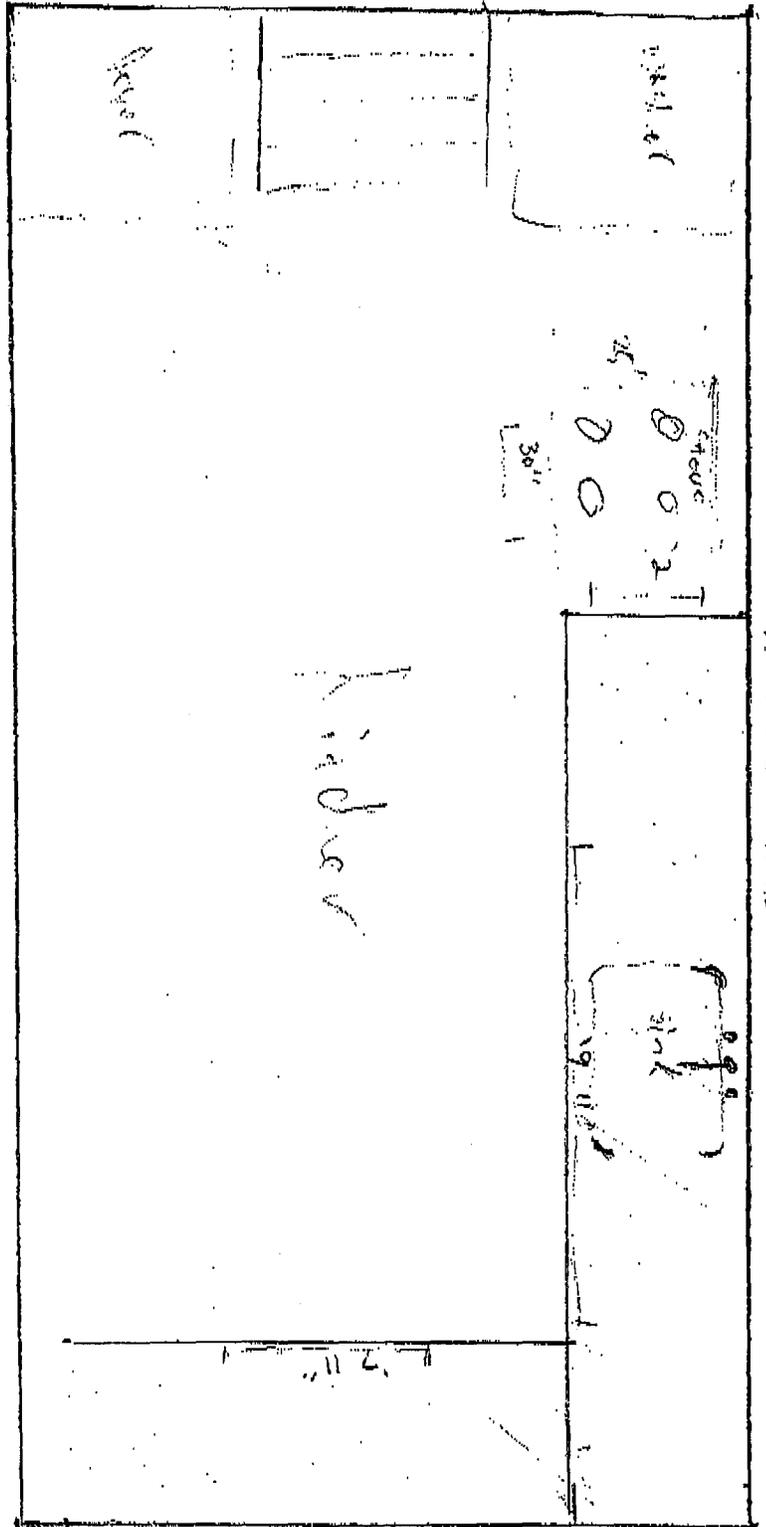
- Is this work related to the complaint on this address/parcel? If "NO" please sign form.
- Does permit description accurately describe work required to abate violation?
If not, change description to: _____
- Need Zoning information before plans are prepared? (eg.: setbacks, height, parking, # units, etc.)
- Are plans required?
- Has the work commenced?
- Do I apply double (2x) fee? If "NO", explain work existed before owner knew his house
- Has the trade(s) work commenced? If yes circle which P M.
- Valuation Correct? IF NO, provide estimate here \$ _____
- Is field check inspection required?
- Could this be an OTC permit?
- Is it ok to process application and route to Zoning, Plan Check, Etc.?
- Are PHOTOS Required?
- Permits must be finalled by _____

NOTE: C.E. Inspector must attach a list of violation to this form.

Other permits required: Electrical Plumbing Mechanical Encroachment Obstruction CGS
 Other _____

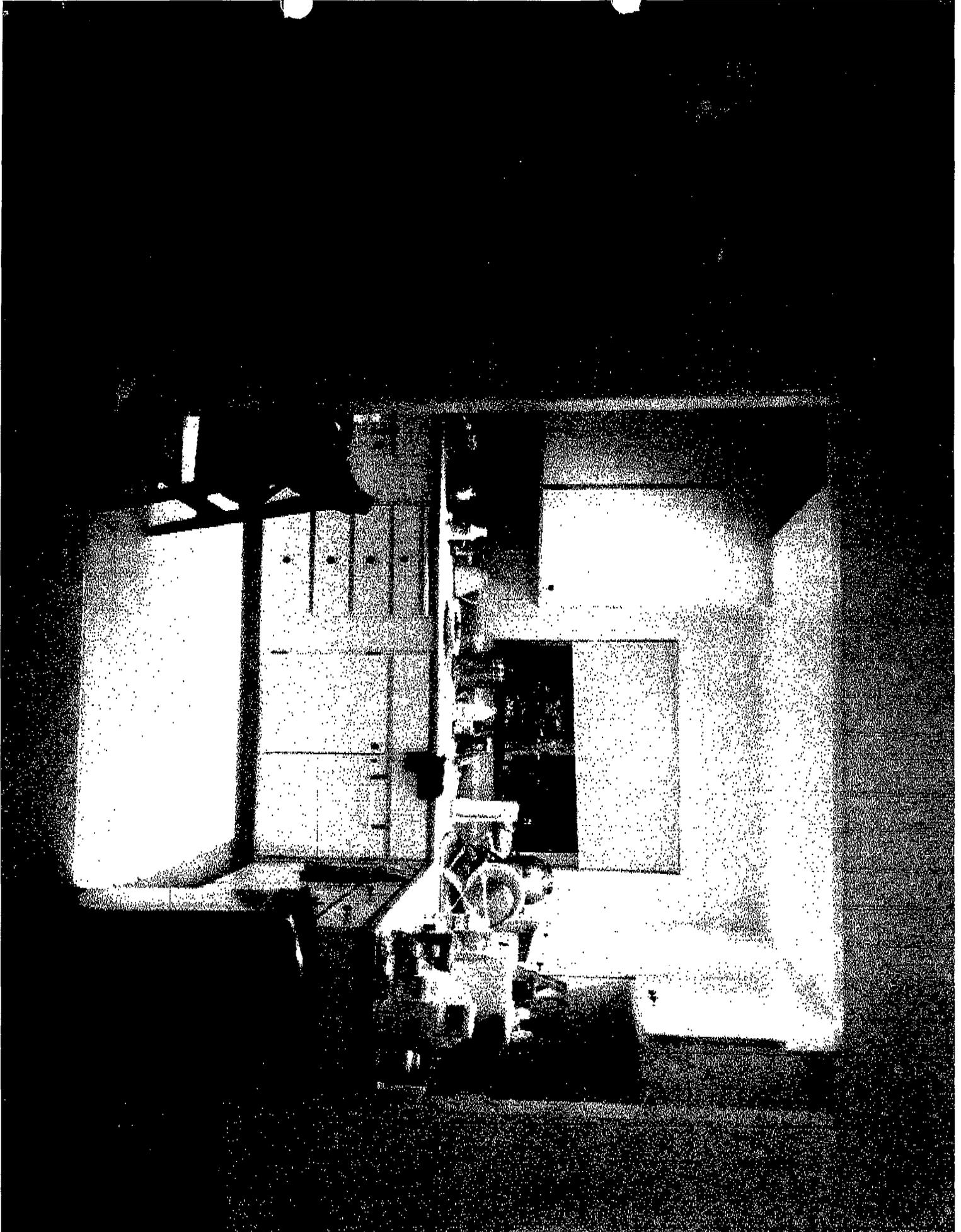
Applicant signature C. Cheryl [Signature] Date: _____

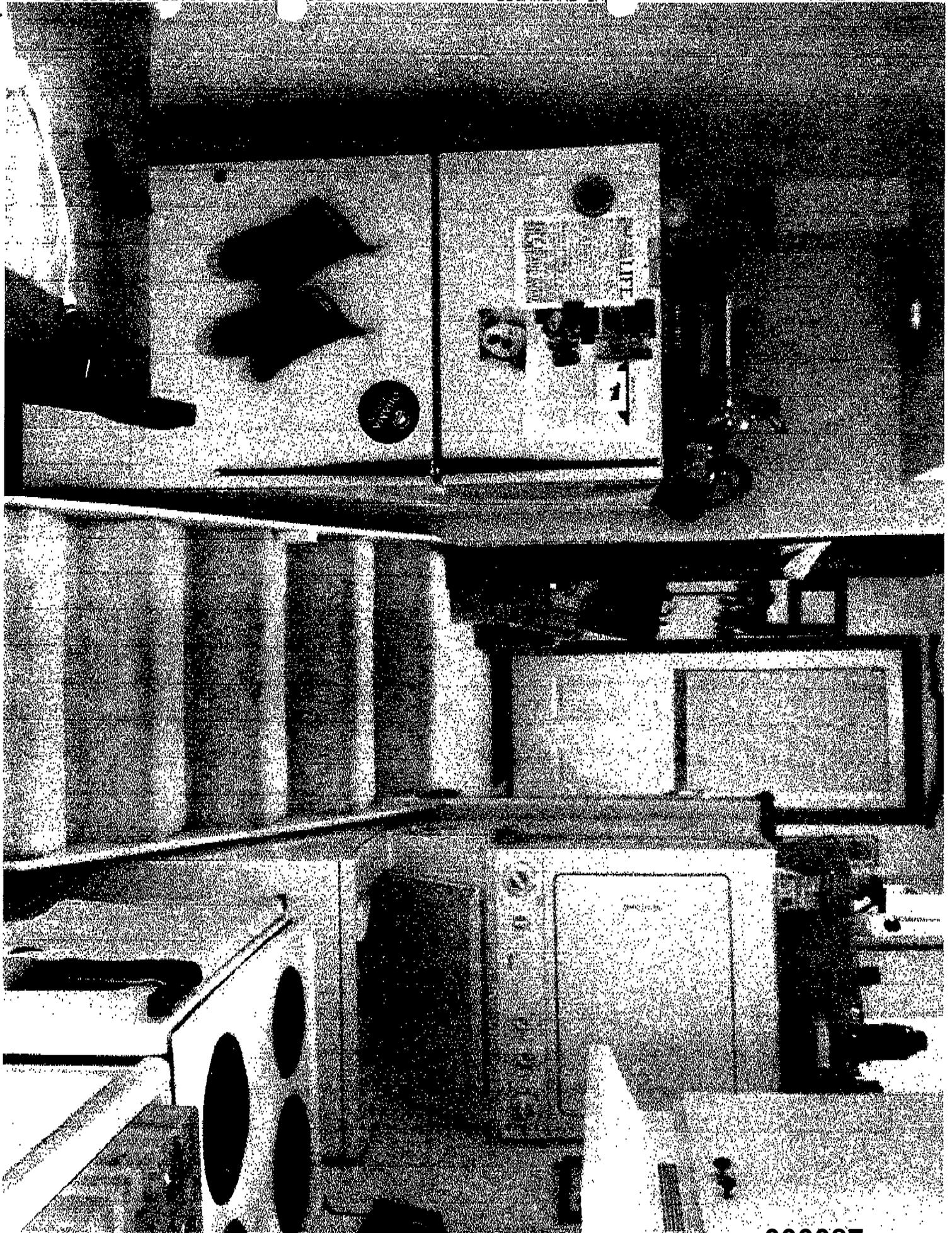
Spec. Combination Inspector: [Signature] Date: 9-5-13

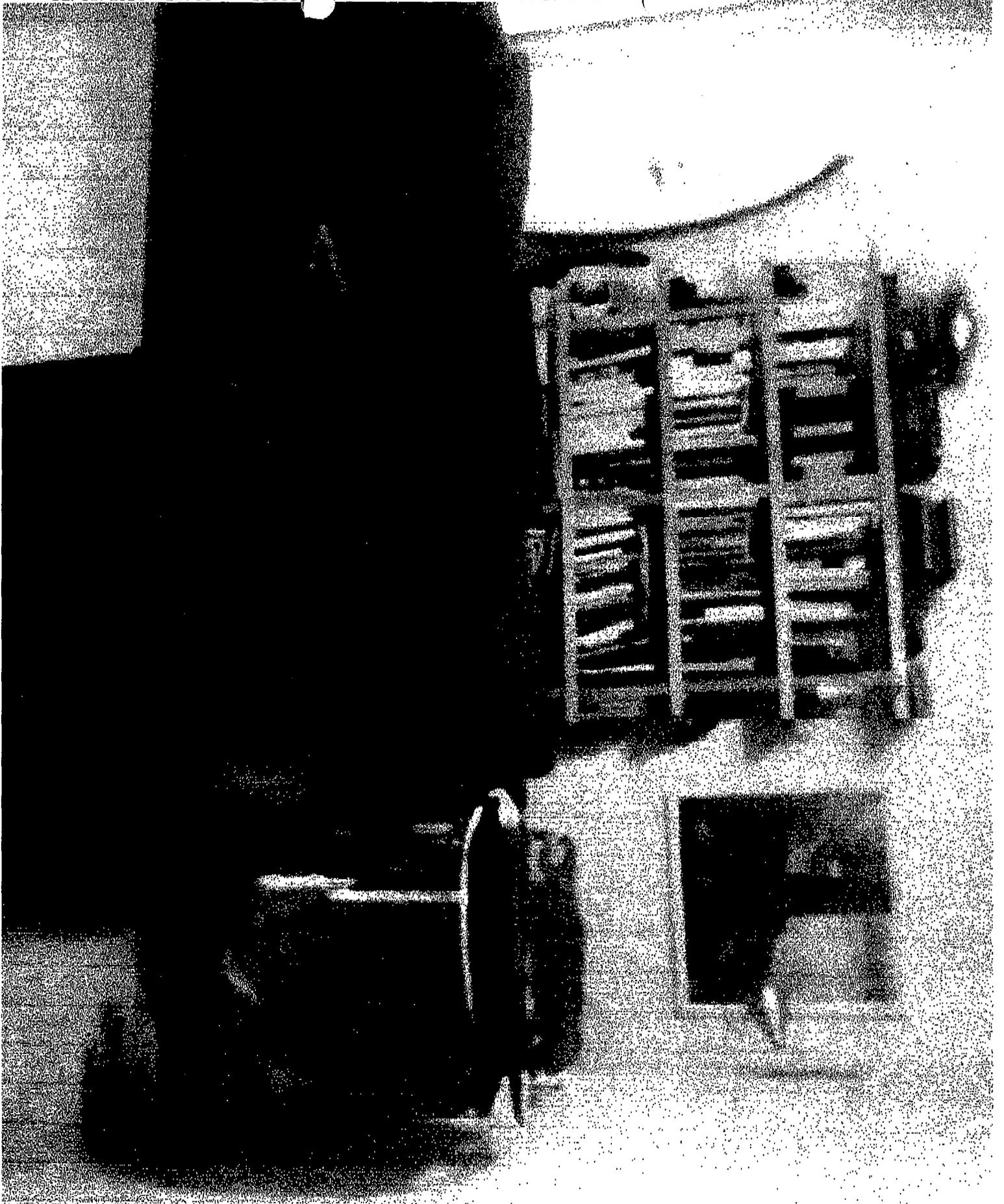


= Addition (counter space)

1/2 inch = 1 foot









OAKLAND
 Community & Economic Development Agency
 250 Frank H. Ogawa Pl, Oakland CA, 94612
 Phone: (510)238-4774 FAX: (510)238-2263

PAYMENT RECEIPT

 Application#: CU13339 Payment#: 001
 APPLICATION FEE - PLANNI \$1,310.00
 NOTIFICATION \$977.00
 ENVIRON.REVIEW EXEMPTION \$262.00
 RECORDS MANAGEMENT FEE (\$236.46
 TECHNOLOGY ENHANCEMENT FE \$130.67
 Subtotal: \$2,856.13

Application#: CU13339 Payment#: 002
 ZONING BOND \$50.00

Sales Tax: \$.00
 ***** TOTAL PAID: \$2,906.13

Credit Card Sale : \$2,906.13
 VISA Card# *****2196 Exp XXXX
 Auth# 014617 Ref# R02-178843-131211

Payor: C C ARCHER
 Date: 12/11/13 Time: 14:39:43
 By: MKH Register R02 Receipt# 178843

 ORIGINAL RECEIPT REQUIRED FOR REFUND

PTS113-CPD

UPDATE/QUERY APPLICATION FEE RECORD

12/05/13 10:55:43

Next Option: 106

Appl#: CU13339 Pmt#: 001 Disp:

Type: Filed: 12/05/13

Address: 2053 MANZANITA

DR Unit:

Parcel: 048E-7320-011-00

Descr: Adding a second kitchen.

Other Related Applic#s:

Environ Rev Determ: EX Date: 12/05/13 Sect#: 15301

ER Appl#:

Site Area Sq. Ft.:

PUD-Prelim/Final (P/F):

PUD Floor Area Sq. Ft.:

Condo Conversion? (Y/N):

S-11 Nbr of Dwelling Units: 1

S-11 Map Review? (Y/N):

Des Rev-New Constr? (Y/N): N

Des Rev Value > \$150,000? (Y/N):

Nbr Subdivision Lots:

Invstg:

Nbr Trees Review:

Payment Type* FTL APPL FILING PAYMENT (PLNG PERMITS)

Applic 1,310.00

Exempt 262.00

Appeal

Eng-Svcs

Notific 917.00

Special

Notific

Other

Tech 130.67

Red Mgt 236.46

Invstg

Total 2,856.13

Effctv 12/05/13

Init LBK Paid

Rg

Rcpt

NSF

Refunded

Amount

Dlnq Notice

Comment:

F1-Hlp F3-Ext F5-Chg F6-Add F7-Fwd F8-Bck F9-Del F11-Fnd F12-Prv F24-Com

PTS113-CPD

UPDATE/QUERY APPLICATION FEE RECORD

12/05/13 10:55:56

Next Option: 106

Appl#: CUI3339 Pmt#: 002 Disp:

Type: Filed: 12/05/13

Address: 2053 MANZANITA

DR Unit:

Parcel: 048E-7320-011-00

Descr: Adding a second kitchen.
Other Related Applic#s:

Environ Rev Determ: EX Date: 12/05/13 Sect#: 15301

ER Appl#:

Site Area Sq. Ft.:

PUD-Prelim/Final (P/F):

PUD Floor Area Sq. Ft.:

Condo Conversion? (Y/N):

S-11 Nbr of Dwelling Units: 1

S-11 Map Review? (Y/N):

Des Rev-New Constr? (Y/N): N

Des Rev Value > \$150,000? (Y/N):

Nbr Subdivision Lots:

Invstg:

Nbr Trees Review:

Payment Type* ZBOND ZONING BOND

Fee: 50.00

Rcd Mgt

Total 50.00 Effctv 12/05/13 Init LBK Paid

Rg Rcpt

NSF Refunded

Amount

Dlnq Notice

Comment:

F1-Hlp F3-Ext F5-Chg F6-Add F7-Fwd F8-Bck F9-Dcl F11-Fnd F12-Prv F24-Com

PTS100 01

UPDATE/QUERY PROJECT INFORMATION

12/05/13 10:55:17

Next Option: 101

Tract

Applic#* CU13339 Type:

Date Filed: 12/05/13 Complete By: 01/04/14 Disposition:

Site addr:	NUMBER	STREET NAME	SUFFIX*	SUITE	ASSESSOR PARCEL#
1)	2053	MANZANITA	DR		048E-7320-011-00
2)					
3)					

Zoning* RH-4 S-11

GP Use 1HR Prcl Cond:

Cond Aprvl:

Viol: X

Proj Descr: Adding a second kitchen.

Environ Rev: Exempt? (Y/N): Y Sect: 15301

EX ER Applic#:

Track:

Lic#

Phone#

Applicant

Owner: ARCHER C CHERYL TRUST

Contractor:

Arch/Engr:

Agent: CHERYL ARCHER

(510)338-0505

X

Applicant Addr: 2053 MANZANITA DR

No Fee:

City/State: OAKLAND, CA

Zip: 94611

Other Related Applic#s:

F3=Ext F5=Chg F6=Add F7=Fwd F8=Rck F11=FnD F12=Prv F23=Dsc F24=Com
800 RECORD ADDED



PERMIT APPLICATION WORKSHEET

CEQA - Permit Center
250 Frank H. Ogawa Pl.
2nd Floor, Suite 2114
Oakland, Ca 94612
(510) 238-3891
Hours:
8 am-4 pm Mo,Tu,Th,F
9:30 am-4 pm Wed

PLEASE COMPLETE ALL INFORMATION. APPLICANTS WITH INCOMPLETE WORKSHEETS MAY BE ASKED TO GET A NEW NUMBER. INACCURATE INFORMATION MAY LEAD TO SUSPENSION OF THE PERMIT. ADDITIONAL PERMITS MAY BE REQUIRED, I.e., Electrical, Plumbing, Mechanical, Sewer, Obstruction.

TYPE OF PERMIT: (circle one) RIGHT OF WAY		BUILDING		SIGN	SCHOOL FEE (SF) Commercial \$0.36 Residential \$2.24	ADDRESS FEE \$ 98.00* \$ 36.00*
				Change of Address for Any Occupancy	\$393.00*	
		* record and tech fee (14.75%) not included				
TYPE OF WORK (circle one)		Site Plan Review 1-4 cars \$1,575 5-20 cars \$1,837.00 21-40 cars \$1,968.00 41-120 cars \$2,099.00 121-300 cars \$2,230.00 >300 cars \$ 2,361.00				
(1) NEW CONSTRUCTION	(2) REPAIR	(3) ADDITION	(4) CELL SITE	(5) ALTERATION /T.I.		
(6) DEMOLITION (____ SF)	(7) SOLAR PANELS (SE)	(8) RETROFIT	(9) C.O./S.A.	(10) CHANGE IN USE		
IS THIS APPLICATION RELATED TO ANY OTHER PERMIT? TO ANY OTHER COMPLAINT?		IF YES, INDICATE PERMIT #, PLANNING CASE FILE # OR COMPLAINT #:				
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		1303436				
SITE ADDRESS/JOB LOCATION 2053 Manzanita Dr.			ASSESSOR'S PARCEL NO. 048-E-7320-011-00			
DESCRIPTION OF PROPOSED WORK Kitchen added to lower portion of the house						
WORK IS VISIBLE FROM FREEWAY/BART		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES				
EXTERIOR WORK ON BUILDING		<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES (PHOTOS REQUIRED. PLEASE ATTACH)				
VALUATION OF PROPOSED WORK \$ 1,000.00	EXISTING # OF RESIDENTIAL UNITS	# OF STORIES:	<input type="checkbox"/> SFD/DUPLEX <input type="checkbox"/> APARTMENTS <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL			
	PROPOSED # OF UNITS	FIRE SPRINKLER	<input type="checkbox"/> YES <input type="checkbox"/> NO			
PROPERTY OWNER'S NAME C. CHERYL ARCHER			PROPERTY OWNER'S PHONE NUMBER			
PROPERTY OWNER'S ADDRESS (street, city and zip code) 2053 MANZANITA DR. OAKLAND 94611			510-357-2001			
PERSON SUBMITTING PLANS / CONTACT PERSON C. CHERYL ARCHER		PHONE NUMBER	510-388-0505			
ARCHITECT'S/DESIGNER'S NAME		PHONE NUMBER	(ABOVE)			
		FAX NUMBER	(ABOVE)			
CONTRACTOR'S LICENSE NUMBER		SIGNATURE OF APPLICANT C. Cheryl Archer		DATE		

I ACKNOWLEDGE THAT REFUNDS ARE LIMITED PER Section 107.6 of O.B.C. INITIAL DATE
\\Ceda-server3\permit counter\COUNTER\FORMS\Form 2010-2011\July 7th 2010) Permit Application Worksheet.doc 7/6/2010 5:07:00 PM

000094



CEDA - Building Services
 250 Frank H. Ogawa Plaza,
 Suite 2114
 Oakland, California 94612
 (510) 238-3444 Inspections
 (510) 238-2263 fax

Electrical, Plumbing, Mechanical Permit #'s:

Effective July 7, 2010 (510) 238-3444 Inspections

JOB ADDRESS: 2053 Manzanita Dr.

CONTR. LIC. NO.:

BUILDING PERMIT #:

USE OF BUILDING:

Permits expire unless major inspections are approved by the City every 6 months.

Date of building permit application determines applicable standards.

Optional Plan Check is only available with additional processing and overtime fees
 I'm requesting the optional plancheck

Documentation needed for inspection:

PGE application number

Title 24 Energy Calc for Electric Heater

Title 24 Energy Calc for Lighting

A/C letter, Load calcs & 1 line diagrams

DESCRIPTION OF PROPOSED WORK:

Qty.	PLUMBING	Cost/U	Insp Fee	Qty.	MECHANICAL	Cost/U	Insp Fee	Qty.	ELECTRICAL	Cost/U	Insp Fee
	Apt. In-lieu next 7" (hr)	99.00			A/C UNITS (<100 kbtu/s)	43.00			SERVICE () AMPS	89.00	
	TOILETS	18.75			A/C UNITS (>100 kbtu/s)	69.00			>100 AMP/100 INCR	53.00	
	URINALS	18.75			EVAP COOLER	43.00			>600 VOLTS/200 KVA	263.00	
	LAVATORY/BASIN	18.75			CONDEN / COMPRESS	28.00			METER (EXTRA)	12.00	
	SHOWERS	18.75			(ZONE) COIL / RADIANT	28.00			CIRCUIT / FEEDER	5.40	
	TUBS	18.75			CONDENSATE DRAIN	18.75			Apt. In-lieu next 7" (hr)	99.00	
	SINKS	18.75			(ZONE) Low Pressure Duct	34.00			(In-lieu) FIXT. RFR	1.80	
	DISHWASHER Resid	18.75			F.A.U. (forced air unit)	43.00			(Floor balst) FIXTURES	3.60	
	GARBAGE DISP Resid	18.75			WALL FURNACE	43.00			FIXT. (High Pres Sod. HID)	5.40	
	LAUNDRY TRAY	18.75			FLOOR FURNACE	43.00			SWITCHES	1.80	
	CLOTHES WASHER	18.75			DUAL UNIT Heat / Cool	79.00			RECEPTACLES	1.80	
	DRINKING FOUNTAIN	18.75			GAS APPLIANCE Misc	10.75			RANGE/ TOP or OVEN *	18.75	
	FLOOR SINKS	18.75			GAS LIGHT/ LOG	18.75			DRYER *	18.75	
	FLOOR DRAIN	18.75			INCINERATOR / KILN	87.00			FAN (Exhaust; Kitch/Bath)	1.80	
	INDIRECT WASTE	18.75			BOILERS (TO 30 HP)	87.00			DISPOSAL *	7.15	
	WASTE/VENT ALT Res	28.00			BOILERS (> 30 HP)	140.00			DISHWASHER *	7.15	
	RAIN WATER LEADER	28.00			FIREPLACE / BURNER	87.00			AIR COND. (1st 5 hp) *	34.00	
	BACK WATER VALVE	28.00			HEAT EXCH/ PUMP	43.00			AIR COND (es. add'l hp)	3.60	
	EJECTOR/SUMP	87.00			Gas Torch Bunsen Burner	18.75			HEATERS (AIR) KW *	3.60	
	WATER SERVICE	28.00			ENVIR AIR DUCT Resid	18.75			(WATER) KW (\$282 max)	3.60	
	WATER ALTERATION	28.00			FLUES	18.75			FURNACE *	18.75	
	WATER HEATERS	28.00			FAN BLWER to 10k cfm	34.00			SWIMMING POOL *	140.00	
	BACK FLOW DEVICE	28.00			FAN BLWER >10K cfm	69.00			OUTDOOR SPA Hot Tub *	87.00	
	GAS TEST / PIPE Low	53.00			VAR. AIR VOL. DAMPER	18.75			INDOOR SPA HIDR. *	62.00	
	ROMAN TUBS & BAPT	87.00			FIRE / SMOKE DAMP	18.75			FOUNTAIN	53.00	
	GAS DRYERS Resid	18.75			MFG. BLDG 1ST SECT.	131.00			MFG. BLDG. 1ST SECT.	131.00	
	GAS RANGES Resid	18.75			MFG. BLDG. + SECT.	43.00			MFG. BLDG. + SECT.	43.00	
	SWIM. POOL / SPA	173.00			RADIATOR	28.00			SERVICE (TEMP.)	79.00	
	BLDG SEWER to PL	173.00			GAS TEST / PIPE Low	53.00			MOVED BLDG. (per hour)	62.00	
	MFG. BLDG 1ST SECT.	131.00			DRYER VENT Resid	18.75			LOW VOLTAGE SYSTEM	168.00	
	MFG. BLDG. + SECT.	43.00			RANGE VENT Resid	18.75			SURVEY (per hour)	131.00	
	GREY WATER	84.00			RANGE VENT Resid	18.75			METER RESET. SPD	34.00	
	CATCH BASIN	88.00			COMMERCIAL ONLY				APT (Es)	28.00	
	DRAIN TO STREET	43.00			GAS TEST / PIPE Med	87.00			COMM (per hour)	69.00	
	On-Site Storm Drain Piping	173.00			ENVIR AIR DUCT Com	43.00			COMMERCIAL ONLY		
	COMMERCIAL ONLY				DRYER VENT Com	28.00			Motion Picture Machine	18.75	
	GAS TEST / PIPE Med	87.00			RANGE VENT Com	28.00			CASE BEV / FR / VEG	18.75	
	GARBAGE DISP Com	28.00			COMMERCIAL HOOD ***	173.00			GASOLINE DISP.	18.75	
	DISHWASHER Com	28.00			MISC. INDUST. EQUIP.	140.00			SIGN (NEW)	43.00	
	GREASE TRAP	87.00			INSPECTION SUBTOTAL (\$71.00 min)				SIGN (EXISTING)	34.00	
	GREASE INTERCEPTOR	174.00			PLAN CHK(20%res/ 64%com)				OUTLINE NEON KVA	12.65	
	WASTE/VENT ALT Com	28.00			APPLICATION FEE		71.00		MISC. APPARATUS kw	3.60	
	GAS DRYERS Com	28.00			TOTAL				MOTORS HP (\$263 max)	3.80	
	GAS RANGES Com	28.00			Records Mgmt	9.50%			X-RAY / DENTAL UNIT	18.75	
	INSPECTION SUBTOTAL (\$71.00 min)				Tech Enhancement	5.25%					
	PLAN CHK(20%res/ 64%com)				GRAND TOTAL:						
	APPLICATION FEE		71.00								
	TOTAL										
	Records Mgmt	9.50%									
	Tech Enhancement	5.25%									

You must contact PG&E for all electric panel upgrades prior to City Inspections. Call PG&E at 1-877-743-7782 or www.pge.com

*Requires dedicated circuit. ** Apartment In-lieu is only for each unit within new apartment buildings larger than 4 units. ***Need Hood Cut Sheet for inspection approval before install.

Title 17 - PLANNING

17.102.270 - Additional kitchen for a single dwelling unit.

An additional kitchen for a single dwelling unit in any Residential Facility may be permitted, without thereby creating an additional dwelling unit, upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17.134, and upon determination that all of the following conditions set forth below exist:

- A. That the additional kitchen will be located within the same residential structure as the existing kitchen and solely constitute an additional service facility for the resident household, family or its temporary guests.
- B. That the additional kitchen will not serve as a basis for permanent habitation of an extra household or family on the premises, or the creation of an additional dwelling unit on the premises.
- C. That the additional kitchen is necessary to render habitable a living area occupied by one or more persons related by blood, marriage, or adoption to the resident family or collective household occupying the main portion of the dwelling unit.

However, a conditional use permit under this subsection shall not be granted in the RH zones or the RD-1 zone if the lot contains two (2) or more dwelling units.

(Ord. No. 13064, § 2(Exh. A), 3-15-2011; Ord. 12872 § 4 (part), 2008; Ord. 12272 § 4 (part), 2000; prior planning code § 7032)

17.102.300 - Dwelling units with five or more bedrooms.

- A. Use Permit Required. No existing Residential Facility shall be altered, through additions, division of existing rooms, or other means, so as to create a total of five (5) or more bedrooms in any dwelling unit except upon the granting of a conditional use permit pursuant to the conditional use permit procedure in Chapter 17.134.
- B. Owner Occupants Exempt. The provisions of this section shall not apply to the alteration of any existing dwelling unit which is occupied by the legal owner of the property on the filing date of the application for the building permit to alter the dwelling unit, and which has been continuously occupied by the same legal owner for a period of at least one (1) year prior to that date. The burden of proof of owner occupancy shall be on the applicant and shall be verified by at least two forms of proof of continual owner occupancy covering the required time period, one of which shall be a valid homeowner's exemption issued by the Alameda County Assessor or other equivalent proof of owner occupancy.
- C. Use Permit Criteria. A conditional use permit under this section may be granted only upon determination that the proposal conforms to the general use permit criteria set forth in the conditional use permit procedure in Chapter 17.134 and to all of the following additional use permit criteria:
 - 1. That off-street parking for residents of the entire facility, including any existing facility and any proposed alteration or addition, is provided as specified in the zone or zones in which the facility is located, as set forth in Section 17.116.060.
 - 2. That a minimum of one (1) off-street visitor parking space is provided for the entire facility;
 - 3. That the parking spaces provided in accordance with criteria 1 and 2, and all associated driveways, maneuvering aisles, and other related features, comply with the standards for required parking and loading facilities applicable in the base zone in which the facility is located, as set forth in Sections 17.116.170 through 17.116.300.
 - 4. That no required parking spaces are located other than on approved driveways between the front lot line and the front wall of the facility or its projection across the lot.
 - 5. That the applicable requirements of the buffering regulations in Chapter 17.110 are met.

Oakland, California, Planning Code (Small Project USBA Review)

1) Secondary Unit = \$ 1,052.26 (> 500\$) - typically approved over the counter

2) Additional kitchen for single dwelling unit = \$ 2,856.13 → 2-3 months



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: L19-0169, Archer v. Tenant
PROPERTY ADDRESS: 2053 Manzanita Drive, Oakland, CA
DATE OF HEARING: January 30, 2020
DATE OF DECISION: August 4, 2020
PARTIES: Claudette Cheryl Archer, Owner
APPEARANCES: Claudette Cheryl Archer, Owner
No appearance by any tenant

SUMMARY OF DECISION

The owner’s petition is denied. The unit at 2053 Manzanita Drive is not exempt from the Rent Adjustment Ordinance as a single family residence that can be sold separately. This unit is not exempt from the Rent Program Service fee.

CONTENTIONS OF PARTIES

On September 18, 2019, the owner filed a Landlord Petition for Certificate of Exemption which alleges that the subject unit is exempt from the Rent Adjustment Program (RAP) as a single family residence or condominium that can be sold separately.

No tenant response was filed.

//
//
//
//
//

ISSUES

1. Is the unit at 2053 Manzanita Drive exempt from the Rent Adjustment Ordinance because it is a single family residence or condominium that can be sold separately?
2. Is the unit at 2053 Manzanita Drive exempt from the Just Cause for Eviction Ordinance because it is a single family residence or condominium that can be sold separately?
3. Is the unit at 2053 Manzanita Drive exempt from paying the Rent Program Service fee?

EVIDENCE

Unit History: The Owner purchased the property on December 13, 2005 (Exhibit B). It is described as single family home. The Owner testified that there is a separate living area on the lower level, with a separate entrance. She also testified that the property was built in 1975.

There were no tenants in the unit at the time of the Hearing.

The Owner testified that a couple recently lived in the lower level area for about two years. The Owner also testified that she provided the couple with a 60-day Notice to Terminate Tenancy. The tenants moved thereafter.

The Owner testified that the couple did not leave after receiving a notice of rent increase and was not evicted for cause. There are no outstanding violations of building, housing, fire, or safety codes in the unit.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

- 1. Is the unit at 2053 Manzanita Drive exempt from the Rent Adjustment Ordinance because it is a single family residence or condominium that can be sold separately?**

The Rent Adjustment Ordinance exempts single family residences and condominiums pursuant to the Costa-Hawkins Act, California Civil Code §1954.52, provided they are separately alienable from any other rental unit.¹ However, a single family residence can function as a multi-unit building based on the number of “dwelling units.”²

Exceptions to the application of Costa-Hawkins exist where:

¹ O.M.C. §8.22.030(A)(7).

² Owens v. City of Oakland Housing, Residential Rent, and Relocation Board, A157663, Cal. Ct. App. (May 29, 2020).

- (1) The current tenancy began before January 1, 1996;
- (2) The tenancy that was in effect after January of 1996 was terminated after a notice of a change in terms of the tenancy or after an eviction; or
- (3) There were serious health, safety, fire, or building code violations for which the owner was cited, and which were not corrected for six months before the start of the current tenancy.

The subject unit is a single family home that can be sold separately. However, the Owner has rented and can rent out a portion of her home as a separate dwelling unit, thereby transforming a single-unit dwelling into a multi-unit dwelling. That portion of the house rented to tenants is therefore not exempt from the Rent Adjustment Ordinance.

2. Is the unit at 2053 Manzanita Drive exempt from the Just Cause for Eviction Ordinance because it is a single family residence or condominium that can be sold separately?

The Just Cause for Eviction Ordinance applies to all residential rental units, and provides limited exemptions.³ None of the exemptions are based on the fact that a unit is solely a single family residence; it must meet one of the other exemptions. There is no evidence to support that any of these exemptions apply to this unit.

Therefore, the unit is not exempt from the Just Cause for Eviction Ordinance.

3. Is the unit at 2053 Manzanita Drive exempt from paying the Rent Program Service fee?

Oakland Municipal Code § 8.22.500(A) provides that the rent program service fee is to be “charged against any residential rental unit that is subject to either the Rent Adjustment Ordinance, the Just Cause for Eviction Ordinance, or both.” This dwelling unit is not exempt from the Rent Adjustment Ordinance as a single family residence and is also subject to the Just Cause for Eviction Ordinance, and thus is not exempt from the Rent Adjustment Program Service fee.

Therefore, the rent program service fee applies. This Order does not preclude a subsequent owner from using the entire property as a single-family dwelling and petitioning the Rent Adjustment Program for a Certificate of Exemption.

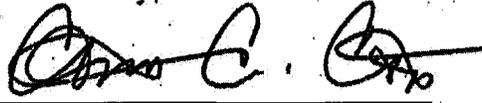
ORDER

1. The Owner’s petition is denied.
2. **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

³ O.M.C. §8.22.350.

appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of the decision. The date of service is shown on the attached Proof of Service. If the Rent Adjustment Office is closed on the last day to file, the appeal may be filed on the next business day.

Dated: August 4, 2020

A handwritten signature in black ink, appearing to read 'Cometria C. Cooper', with a horizontal line extending from the end of the signature.

COMETRIA C. COOPER
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number L19-0169

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
Claudette Cheryl Archer
2053 Manzanita Drive
Oakland, CA

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

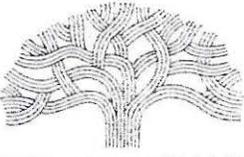
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **August 07, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000101

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	For date stamp.
		<u>APPEAL</u>

Appellant's Name CLAUDETTE C. ARCHER		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 2053 MANZANITA DRIVE, OAKLAND, CA 94611			
Appellant's Mailing Address (For receipt of notices) 2053 MANZANITA DRIVE OAKLAND, CA 94611		Case Number L19-0169	Date of Decision appealed 8/25/2020
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.)*

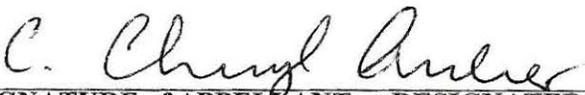
For more information phone (510) 238-3721.

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

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

- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •
- I declare under penalty of perjury under the laws of the State of California that on AUGUST 25, 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:

Name	HENRY LIU
Address	2053 MANZANITA DRIVE
City, State Zip	OAKLAND, CA 94611
Name	ANDREA BEEBE
Address	2053 MANZANITA DRIVE
City, State Zip	OAKLAND, CA 94611

	8/25/2020
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

APPEAL OF RENT ADJUSTMENT ORDINANCE DETERMINATION OF AUGUST 7, 2020

1. At the time of the hearing and all relevant times, my single family residence has been owner occupied. At the time of the hearing, there were no housemates living with me. Accordingly, the Rent Ordinance does not apply.
2. The Hearing Decision asserts that there was a notice of rent increase prior to my housemates vacating the property. This was not supported by the evidence.
3. The Hearing Decision indicates that there is a “separate entrances” to the home. This is not supported by the evidence and was not my testimony. The house is located in the Montclair area of Oakland and built into a step hill. There are bedrooms on several levels to the house as well as multiple entrances for safety purposes. Each level is not a separate living area and they do not have “separate entrances.”
4. The house has a single water heater, furnace, and utility meter.
5. The former housemates shared access to my single-family home.

CHRONOLOGICAL CASE REPORT

Case No.: T18-0018

Case Name: Sund v Vernon Street Apartments

Property Address: 633 Alma Ave., #5, Oakland, CA

Parties:

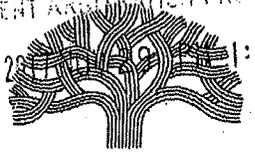
Jessica Sund	(Tenant)
Paul Kranz	(Attorney for Tenant)
Kim Rohrbach	(Paralegal for Petitioner)
Greg McConnell	(Owner Representative)
JR McConnell	(Owner Representative)
Don MacRitchie	(Witness for Owner)
Ursula Morales	(Property Manager)
Jessica Vernaglia	(Property Supervisor)
Dave Wasserman	(Owner Representative)
Lucky Stewart	(Agent for Owner)

TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	November 29, 2017
Owner Response filed	April 2, 2018
Hearing Decision mailed	December 20, 2018
Tenant Appeal filed	January 9, 2019
Tenant filed Brief in Support of Appeal	January 24, 2019
Attorney for Tenant filed "Notice of Errata And Amended Submission in Support of Appeal of Hearing Officer's Decision"	January 29, 2019

000105

T18-0018 RC/MA

 <p>CITY OF OAKLAND</p>	<p>CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721</p>	<p>For date stamp.</p>
	<p>TENANT PETITION</p>	

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 Jessica Sund	Rental Address (with zip code) 633 Alma Avenue, #5 Oakland, CA 94610	Telephone: E-mail:
Your Representative's Name Paul Kranz	Mailing Address (with zip code) 639 San Gabriel Avenue Albany CA 94706	Telephone: Email:
Property Owner(s) name(s) Vernon Street Apartments, LP aka Flynn Family Holdings, LLC	Mailing Address (with zip code) C/O Russell B. Flynn 1717 Powell Street, Suite 300 San Francisco, CA 94133	Telephone: Email:
Property Manager or Management Co. (if applicable) Ursula Morales, Resident Manager	Mailing Address (with zip code) 633 Alma Avenue Oakland, CA 94619	Telephone: Email:

Number of units on the property: 18 → Thomas Preston, Property Supervisor; 411

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

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

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

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

(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
(g) The increase I am contesting is the second increase in my rent in a 12-month period.
(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
(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.
<input checked="" type="checkbox"/> (k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
<input checked="" type="checkbox"/> (l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I) Unit is not exempt under Costa-Hawkins*
(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.

* See Notice of Change to Terms of Tenancy (Attachment 1)

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

Date you moved into the Unit: 7/10/08 Initial Rent: \$ 895.00 /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: No later than . If never provided, enter "Never."
2014-2015 or thereabout

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		
On or about	12/1/17	\$ 908.67	\$ 2095.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9/6/17		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

Yes
 No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Ground

Tenant's Signature

11/29/17

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, 6th 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

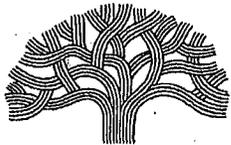
____ Pamphlet distributed by the Rent Adjustment Program

____ Legal services or community organization

____ Sign on bus or bus shelter

____ Rent Adjustment Program web site

____ Other (describe): _____



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 PROGRAM
2018 APR -2 PM 4:04

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 18-0018

Your Name Lucky Stewart Ursula Morales Alma Apartments, LP	Complete Address (with zip code) 1717 Powell St. #300 San Francisco, CA 94133	Telephone: _____ Email:
Your Representative's Name (if any) Gregory McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94607	Telephone: _____ Email:
Tenant(s) Name(s) Jessica Sund	Complete Address (with zip code) 633 Alma Ave. #5 Oakland, CA 94610	
Property Address (If the property has more than one address, list all addresses) 633 Alma Ave., Oakland, CA 94610		Total number of units on property 18

Have you paid for your Oakland Business License? Yes No Lic. Number: 00197907
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.**

** Documentation will be submitted prior to hearing

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 23-467-5
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.**

** Documentation will be submitted prior to hearing

Date on which you acquired the building: 06/ / 17.

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

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

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

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

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

<u>Date of Contested Increase</u>	<u>Banking (deferred annual increases)</u>	<u>Increased Housing Service Costs</u>	<u>Capital Improvements</u>	<u>Uninsured Repair Costs</u>	<u>Debt Service</u>	<u>Fair Return</u>
12/1/17	** <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"/>

** Costa - Hawkins. Please see attachment
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 _____.

The tenant's initial rent including all services provided was: \$ _____ / 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? _____

Is the tenant current on the rent? Yes _____ No _____

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

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

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.

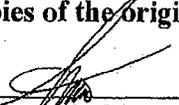
The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year.

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

4/2/18

Date

IMPORTANT INFORMATION:

Time to File

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

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

T18-0018 Sund v. Vernon St. Apartments (Alma Apartments, LP)

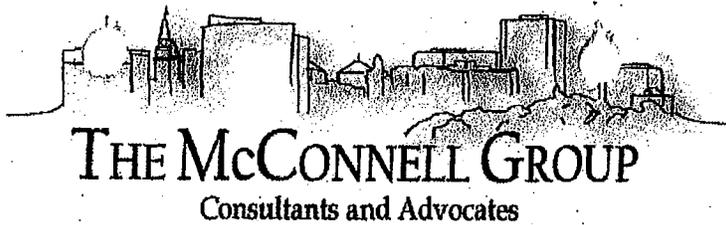
Attachment A

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

This is a Costa-Hawkins rent increase. The original occupant no longer maintains this unit as their primary place of residence.

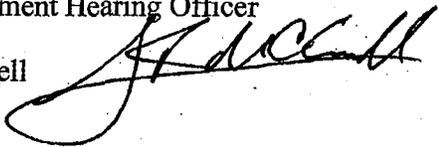
Owner denies all allegations in the petition and Owner reserves the right to supplement this response with testimony at hearing and evidentiary documentation prior to hearing, per RAP regulations.

RECEIVED
CITIZEN SERVICE CENTER
2018 APR -2 PM 4:04



2018 MAY 22 PM 1:03

Memorandum

To: Rent Adjustment Hearing Officer
From: JR McConnell 
Date: 5/22/2018
Subject: Additional documentation re: T18-0018

Please find the following additional evidentiary documentation in support of Owner position:

Item	Page #
1. Investigator's Report - Jessica Sund	1
2. Investigator's Report - Cory Hamrick	53
3. Declaration of Onsite Manager	64
4. Notice of Increase - 11/6/17	65
5. Lease	68
6. Estoppel	86
7. Estoppel -amended	87
8. Correspondence with Tennant	
i) Letter to Sund - 8/22/17	89
ii) Email from Sund	90
iii) Voicemail from Sund	91
iv) Letter to Sund - 8/28/17	92
9. Proofs of Payment	
i) Business License	93
ii) RAP fee	94

Thank you.

May 20, 2018

Re: Sund, Jessica Maggie - 633 Alma #5

DATA SEARCHES RE: JESSICA MAGGIE SUND

DOB: _____

SSN. _____ **XXX issued in California in 1985.**

CONCLUSIONS:

It is known to the landlord, and not contested in this matter, that Tenant, Jessica M. Sund had a child in late 2017 with her partner, Cory Hamrick. Evidence of this fact is also found in the findings of this report. In light of this uncontested fact and the findings contained in this report, a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Avenue, Apt. 5, Oakland, CA, but rather is 3024 California Street, Oakland, CA 94602. Specific evidence supporting this conclusion includes the following:

- 1) A review of findings in three Address History databases for Ms. Sund identified 3024 California Street, Oakland, CA 94602 as Ms. Sund's only current address. California St. is reported as recently as 5/18/2018, while the most recent reporting date for Alma Avenue in any of the databases is 12/5/2017. Further, the August, 2017 initial reporting date for California Street is much more recent than the 8/28/2008 initial reporting date for Alma Avenue indicating Ms. Sund's residency at California St. is a much more recent development, and therefore more likely her current residence (Pages 9-15).
- 2) A baby registry – the bump.com – identified Ms. Sund as expecting a child with a due date of Oct 25, 2017, location - Oakland, CA. . A link at the page, present in December , 2017, but no longer present - - jgt/gifts/baby-girl-hamrick – associated the child with Cory Hamrick. The due date of Ms. Sund's and Mr. Hamrick's child is consistent with the September/October initial reporting dates for Ms. Sund at 3024 California Street, Oakland, CA in Address History databases (Pages 35-36).
- 3) A Residence History Database for 3024 California Street, Oakland, CA 94602 reported Cory T. Hamrick, reported dates of 05/04/1999-12/05/2017 and Jessica M. Sund, reported dates of 07/01/2017-07/01/2017 as current tenants (Pages 51-53).
- 4) That Jessica Sund's partner, and the father of her child, Mr. Cory T. Hamrick's current principle place of residence 3024 California Street, Oakland, CA 94602 is evidenced by the following: Address History Databases identify 3024 California Street, Oakland, CA 94602 as Mr. Hamrick's sole current address, with reporting dates 4/1999 – 3/27/2018; Cory Hamrick is the current owner of the property, a Homestead Exemption is on file and the Tax Assessor's mailing address of record is the same as the property address - 3024 California St., Oakland, CA 94602; Mr. Hamrick is currently registered to vote at 3024 California St., Oakland, CA 94602 (see attached Cory Hamrick Datasearches Report).

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

SUMMARY:

ADDRESS HISTORY

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

Database #1:

12/5/2017: Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2005 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

5/18/18: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/182018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

Database #2:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

5/18/18: Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

Database #3:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1853

The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- **Initial Reporting Dates** - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund's residency at the address as a much more recent development, and therefore more likely her current residence. **NOTE:** See above discussion of the multiple initial reporting dates for both properties in Database #1.

- **Current Reporting Dates** - Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus - credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and subsequently in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

(See pages 9-15)

TELEPHONE NUMBER DATABASES

Online contact of the Directory Assistance (411) on December 7, 2017 identified no listings under Jessica Sund in Oakland, CA.

On 12/5/2017 a cell number - (510) 206-5436, was identified in an undated database record as associated with Jessica Sund at the 6138 Park Avenue, Richmond, CA, 633 Alma Avenue, Apt. 5, Oakland, CA and 886 Cleveland Street, Apt. 11, Oakland, CA address (Phones Plus 1 -3). An online search of the 411 Directory Assistance found no information available for that number.

(See pages 15-16)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 3

CONFIDENTIAL ATTORNEY WORK PRODUCT

000118

UTILITIES

Utilities databases identified no account associated with Jessica Sund.

REAL PROPERTY OWNERSHIP RECORDS

A search of California real property ownership records statewide, and jurisdictions available on-line nationwide, identified no records of property ownership associated with Jessica Sund. On March 27, 2018, a telephone contact of the Alameda County Assessor's office identified Cory Hamrick as the property owner of 3024 California Street, Oakland, CA (see also Cory Hamrick Datasearch Report). The Assessor found no property records were found under Jessica Sund.

ALAMEDA COUNTY RECORDER INDEXES:

A search of Alameda County Recorder's indexes, identified no recordings under Jessica Sund.

CALIFORNIA DMV RECORDS:

A search of California Department of Motor Vehicle driving records identified a current California license for Jessica Maggie Sund, issued 01/03/2013, expiration – 01/06/2023. One violation was noted, a 10/12/2016 - Driving while using wireless telephone. The citation was issued while driving vehicle license plate - 3JBL110 (Record #1).

An inquiry of California DMV vehicle registration records keyed to the subject address identified a 1994 Toyota – license plate 3JBL110 registered to Jessica Sund at 633 Alma Avenue, Oakland, CA (Record #2). A record keyed to 3024 California Street, Oakland, CA identified no vehicle registered to Jessica Sund (Record #3). NOTE: The current registration expiration date for Ms. Sund's 1994 Toyota is 6/2/2108, indicating that the vehicle was renewed on 6/2/2017.

(See pages 16-18)

VEHICLE SIGHTINGS:

A nationwide search of the license plates keyed to abovementioned license plate numbers identified eight sightings of license plate 3JBL110 between February 28, 2011 and October 18, 2015. One sighting was in El Sobrante, CA on October 18, 2015 (Record #1); one sighting was in Alameda, CA on August 1, 2013 (Record #4); three sightings were in Oakland, CA between February 28, 2012 and October 31, 2013 (Records #3, 6 & 8); and the remaining three sightings were in the immediate vicinity of 633 Alma

Avenue, Oakland, CA between March 11, 2013 and March 20, 2014. The sightings were between the hours of 10:31pm and 12:21 am (Records #2, 5 & 7).

(See pages 18-23)

VOTER REGISTRATION:

On December 7, 2017, an online search of Alameda Voter Registration records keyed to Date of Birth: 01/XX/1976 and Last 4 SSN: XXXX; identified no records (Record #1).

On December 7, 2017, an online search of Contra Costa County Voter Registration records keyed to First Name: Jessica; Last Name: Sund and Date of Birth: 01/XX/1976; identified no record (Record #2).

Archived database records identified two voter registrations for Jessica Sund: At 633 Alma Avenue, Apt. 5, Oakland, CA. Date of registration was 10/01/2008 and (Record #3) At 6138 Park Avenue, Richmond, CA. No date of registration was available, however the address is reported in Address History databases for Ms. Sund from 2005 to 2011. (Record #4).

(See pages 24-27)

BUSINESS ENTITIES/EMPLOYMENT RECORDS:

A search of California Secretary of State Corporation, LLC, and Limited Partnership records, California Fictitious Business Name (FBN) Records, California Board of Equalization Records, Employment and Corporate Affiliation Databases, California Department of Consumer Affairs Professional License Records – including the State Contractors Licensing Board and Uniform Commercial Code (UCC) identified two Employment Association records: 1) An undated record associating Ms. Sund with Stem2Bloom, 633 Alma Ave., Apt 5, Oakland, CA 94610; and 7/31/2012 record associating Ms. s/und with Prudential Penfed Realty, Clarkesville, TN.

(See pages 27-28)

LIENS & JUDGMENTS:

No record of any judgments or liens recorded against Jessica Sund were identified in liens and judgment databases.

CALIFORNIA SUPERIOR COURT CIVIL RECORDS:

A search of California Superior Court Civil indexes, available on-line, including Jessica Sund's known counties of residence Alameda County and Contra Costa County identified one record in Alameda County – Case Number: RG16842109, Title: Sund v City of Oakland, Filing Date: 12/12/2016. A PI/PD/WD claim that is continuing as status is "Hearing Reset to Civil Pre-Trial Settlement Conference 01/24/2019 09:00 AM"

(See pages 28-33)

CALIFORNIA SUPERIOR COURT CRIMINAL RECORDS:

A search of California Superior Court Criminal indexes, available on-line identified no records. NOTE: Alameda County and Contra Costa Criminal Court filings are not available online.

ARIZONA SUPERIOR COURT CIVIL & CRIMINAL RECORDS:

A search of Arizona Superior Court Civil & Criminal indexes, available on-line, including Jessica Sund's known county of residence – Maricopa County, identified no records.

NATIONWIDE FEDERAL BANKRUPTCY, CIVIL AND CRIMINAL COURT RECORDS:

A search of on-line Federal Bankruptcy, Civil, and Criminal court records nationwide identified one record under Jessica Sund. The record was eliminated through non-matching social security number, spouse, address, other identifier or as having been filed in a jurisdiction remote from Jessica Sund's known address history.

INTERNET SEARCHES:

Online search engine inquiries and searches of social and professional networking websites identified the following records re: Jessica Sund:

Record #1: A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – [jgt/gifts/baby-girl-hamrick](#). The link is highlighted in the below record. **Record #1:** A baby registry – the bump.com - for Jessica Sund identified a due date: Oct 25, 2017 and the location as Oakland, CA. A link at the page, present in December of 2017, but no longer present associated the child with Cory Hamrick – [jgt/gifts/baby-girl-hamrick](#). The link is highlighted in the below record.

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 6

CONFIDENTIAL ATTORNEY WORK PRODUCT

000121

Record #2: An undated Nuwber website listing identifying a number for Jessica M. Sund – (510) 306-5436 with an address of 633 Alma Avenue, Oakland, CA. The site identifies Ms. Sund’s previous location as Richmond, CA 94801.

Record #3: A LinkedIn page for Jessica Sund which identified herself as an Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present. The Experience section also identifies here as “Owner & Founder, STEM2Bloom.com, Dec 2015 – Present...San Francisco Bay Area”.

Record #4 & 4A: The website for Stem2Bloom for which Ms. Sund is “Owner & Founder” per her LinkedIn page. The site promotes a Preschool through 3rd grade curriculum developed by Ms. Sund. In a bio page at the site Ms. Sund “I have developed and taught science and nutrition curriculum for the University of CA Agriculture and Natural Resource Division in conjunction with Oakland Unified School District State Preschools and Child Development Centers for their Sustainable Nutrition Urban Garden Program as well as for De Colores Head Start... I've taught middle and high school students in math, helping them reach their goals and move beyond limitations. ... I also integrate my extensive classical training from Oakland Ballet into my lessons as a way to inspire children to build somatic connections to the subject matter, using creative movement as a catalyst...” No residence information is referenced. A Google site map at the website has a pin placement for the business location at 2640 College Ave., Berkeley, CA 94704, the location of the Berkeley Playhouse.

Record #5: The website for American Indian Model Schools. Ms. Sund’s LinkedIn page states that she is an “Intervention Specialist at American Indian Model School in Oakland, CA from July 2016 – Present”. A search of the Staff page at the site found no reference to Ms. Sund. The entity is addressed at 171 12th St., Oakland, CA 94607.

(See pages 34-43)

RESIDENT HISTORY FOR 633 ALMA AVENUE, #5, OAKLAND, CA 94610:

A search keyed to 633 Alma Avenue, #5, Oakland, CA 94610 identified three residents currently associated with the address.

John S. Schonborn with reported dates of 08/1986-12/05/2017
Therese Karlsson with reported dates of 02/13/2007-12/05/2017
Jessica Sund with reported dates of 10/2005-12/05/2017
Irma Lee Fink with reported dates of 12/1996-12/2017

(See pages 44-49)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 7

CONFIDENTIAL ATTORNEY WORK PRODUCT

000122

RESIDENT HISTORY FOR 3024 CALIFORNIA STREET, OAKLAND, CA 94602:

A search keyed to 3024 California Street, Oakland, CA identified three residents currently associated with the address:

- Cory T. Hamrick with reported dates of 05/04/1999-12/05/2017**
- Erica Winn with reported dates of 11/05/2012-11/28/2017**
- Jessica M. Sund with reported dates of 07/01/2017-07/01/2017**

No evidence a relationship, or bearing on the nature of an association, between Cory T. Hamrick, DOB 1/7/1967, and Ms. Sund was identified in social media, or other sources.

(See pages 50-52)

SUBJECT INFO:

Name: Jessica Maggie Sund
DOB: 01/XX/1976
SSN: 556-83-XXXX issued in California in 1985.

ADDRESS HISTORY

Address History Databases identify 3024 California Street, Oakland, CA 94602 as Ms. Sund's current address. Three different Address Databases were reviewed on 12/5/2017 and again on 5/18/2018. Findings on the two dates were as follows:

Database #1:

12/5/2017: Two current addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/25/2011 and 10/2/2005 -11/03/2017; and a second address – 3024 California Street, Oakland, CA 94602, reporting dates - 08/31/2017-12/05/2017.

5/18/18: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 10/2005-5/18/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, were 10/2/2005 -11/03/2017. NOTE: The sudden appearance of an identical initial reporting date of 10/2005 for both addresses in the 5/18/18 datasearch indicates that this 10/2005 initial reporting date for both properties is due to a database error, and the original initial reporting dates identified on 12/5/2017 of 9/25/2011 for 633 Alma Avenue and 08/31/2017 for 3024 California Street are the more reliable dates.

Database #2:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017.

5/18/18: Two addresses were reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 9/2017 and a second address – 3024 California Street, Oakland, CA 94602, reporting dates, 9/2017

Database #3:

12/5/2017: One current addresses was reported: The subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, reporting dates – 8/28/2008 – 12/5/2017.

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

5/18/2018: One current addresses was reported: 3024 California Street, Oakland, CA 94602, reporting dates – 8/31/2017-5/19/2018. The reporting dates for the subject address, 633 Alma Avenue, Apt. 5, Oakland, CA, remained the same as on 15/5/2017 – 8/28/2008 – 12/5/2017.

The following findings from the above database records indicate Ms. Sund has transitioned from her residency at the subject address to a current residence at 3024 California Street, Oakland, CA 94602:

- **Initial Reporting Dates** - The initial reporting dates for 3024 California Street, Oakland, CA 94602 are August and September, 2017, while initial reporting dates for the subject property date back to 8/28/2008. The much more recent initial reporting dates for 3024 California Street, Oakland, CA 94602 document Ms. Sund's residency at the address as a much more recent development, and therefore more likely her current residence. NOTE: See above discussion of the multiple initial reporting dates for both properties in Database #1.

- **Current Reporting Dates** – Two of the three databases report 3024 California Street, Oakland, CA 94602 as recently as 5/18/2018, while the most recent reporting date for 633 Alma Avenue, Apt. 5, Oakland, CA in any of the databases is 12/5/2017.

- The reporting of 3024 California Street, Oakland, CA 94602 in only one database during the initial searches of 12/5/2017 and the subsequent reporting of the address in all three databases during the searches of 5/18/2018 is also consistent with the appearance of new addresses in the Address History Databases. The databases are derived in chief from the three major credit bureaus (Equifax, Experian and TransUnion). New or updated address information is received by the clients of the bureaus – credit granting businesses, who in turn report periodically to the bureaus. Reporting periods vary between business from as little as 30 days to upwards of six months. Thus there is always a lag time in the reporting between the initial gathering of the information by the client companies and their periodic reporting to the bureaus. The gradual appearance of the California St. address in only one database in December, 2017 and t subsequent in all three bureaus in May, 2018 is consistent with the appearance of newly reported addresses in this process.

DECEMBER 5, 2017 DATABASE SEARCHES:

Database #1

633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)

633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (08/31/2017 to 12/05/2017)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 10

CONFIDENTIAL ATTORNEY WORK PRODUCT

000125

6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)
 6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 10/2005)
 PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)
 822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)
 822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)
 886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)
 886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)
 PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)
 3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)
 20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)
 5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

Database #2

- 633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)
- 6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)
- 822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)
- PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)
- 886 CLEVELAND ST, OAKLAND, CA 94606-1568, ALAMEDA COUNTY (Feb 1999)
- 3445 PIERSON ST, OAKLAND, CA 94619-3425, ALAMEDA COUNTY (Aug 1991 - Mar 1993)

Database #3

Name	Address	SSN / DOB	Phone
SUND JESSICA M	4x633 ALMA AVE 5 OAKLAND CA 94610-3857 Reported: 08/28/2008 - 12/05/2017 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Cell: (510)206-5436 Cell: (510)306-5436 Landline: (510)836-0705
SUND JESSICA M	4x PO BOX 11634 OAKLAND CA 94611-0634 Reported: 06/20/2008 - 09/12/2008 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	

NEILSON AND MACRITCHIE
 INVESTIGATORS
 SINCE 1953

SUND JESSICA M AKA: SUND, J M	7x6138 PARK AV RICHMOND CA 94805-1229 Reported: 03/01/2005 - 06/19/2008 County: CONTRA COSTA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M AKA: SUND, J M	4x822 59TH ST OAKLAND CA 94608-1408 Reported: 01/27/2004 - 04/01/2005 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)420-1595 Landline: (510)834-9440
SUND JESSICA M	4x822 59TH ST EMERYVILLE CA 94608-1408 Reported: 04/25/2004 - 09/01/2004 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)420-1595
SUND JESSICA M	10x886 CLEVELAND ST OAKLAND CA 94606-1568 Reported: 12/15/1998 - 07/01/2003 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	Landline: (510)834-9440
SUND JESSICA M	7x3445 PIERSON ST OAKLAND CA 94619-3425 Reported: 06/01/1994 - 11/13/2000 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	1x3445 PEARSON ST OAKLAND CA 94619 Reported: 11/13/2000 - 11/13/2000 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA	
SUND JESSICA M	1x PO BOX OAKLAND CA 94613 Reported: 11/14/1997 - 01/31/1999 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	1x CARDINAL RIDGE AP OAKLAND CA 94613 Reported: 10/01/1998 - 10/01/1998 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	6x POB 9045 OAKLAND CA 94613-0045 Reported: 03/01/1998 - 03/01/1998 County: ALAMEDA	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	
SUND JESSICA M	2x5000 MACARTHUR BLVD OAKLAND CA 94613-1301	556-83-XXXX Issued: 1985 in CA DOB: 01/XX/1976 Age: 41	

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

Reported: 10/15/1997 - 10/15/1997 County: ALAMEDA		
--	--	--

MAY 18, 2018 DATABASE SEARCHES:

Database #1:

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908 (ALAMEDA COUNTY) (10/2005 to 05/18/2018)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857 (ALAMEDA COUNTY) (10/2005 to 11/03/2017)
633 ALMA AVE, OAKLAND, CA 94610-3853 (ALAMEDA COUNTY) (09/25/2011 to 09/25/2011)
6138 PARK AVE # 11, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/09/2005 to 10/2011)
6138 PARK AVE, RICHMOND, CA 94805-1229 (CONTRA COSTA COUNTY) (05/10/2005 to 05/24/2005)
3707 MALVERN RD, KINGSFORD HEIGHTS, IN 46346-3355 (LA PORTE COUNTY) (10/2008 to 10/2008)
PO BOX 11634, OAKLAND, CA 94611-0634 (ALAMEDA COUNTY) (06/2008 to 08/06/2008)
822 59TH ST # 11, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (02/2004 to 06/2005)
822 59TH ST, EMERYVILLE, CA 94608-1408 (ALAMEDA COUNTY) (01/23/2004 to 05/10/2005)
886 CLEVELAND ST APT 11, OAKLAND, CA 94606-1536 (ALAMEDA COUNTY) (12/15/1998 to 12/2003)
886 CLEVELAND ST, OAKLAND, CA 94606-1568 (ALAMEDA COUNTY) (02/1999 to 01/23/2003)
PO BOX 9045, OAKLAND, CA 94613-0001 (ALAMEDA COUNTY) (11/14/1997 to 01/23/2003)
3445 PIERSON ST, OAKLAND, CA 94619-3425 (ALAMEDA COUNTY) (08/1991 to 01/23/2003)
20022 N 31ST AVE, PHOENIX, AZ 85027-3900 (MARICOPA COUNTY) (03/13/2000 to 03/13/2000)
5000 MACARTHUR BLVD, OAKLAND, CA 94613-1301 (ALAMEDA COUNTY) (10/15/1997 to 10/15/1997)

Database #2:

3024 CALIFORNIA ST, OAKLAND, CA 94602-3908, ALAMEDA COUNTY (Sep 2017)
633 ALMA AVE APT 5, OAKLAND, CA 94610-3857, ALAMEDA COUNTY (Sep 2017)
6138 PARK AVE, RICHMOND, CA 94805-1229, CONTRA COSTA COUNTY (Mar 2005 - May 2005)
822 59TH ST, EMERYVILLE, CA 94608-1408, ALAMEDA COUNTY (Feb 2004 - May 2005)
PO BOX 9045, OAKLAND, CA 94613-0045, ALAMEDA COUNTY (Mar 1998 - Sep 2001)

NEILSON AND MACRITCHIE
INVESTIGATORS
SINCE 1953

PAGE 13

CONFIDENTIAL ATTORNEY WORK PRODUCT

000128



CITY OF OAKLAND

250 FRANK OGAWA PLAZA, SUITE 5313, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T18-0018 Sund v. Vernon Street Apartments, LP

PROPERTY ADDRESS: 633 Alma Avenue, Unit 5, Oakland, CA

HEARING DATE: May 30, 2018
June 4, 2018

SITE INSPECTION : June 4, 2018

DECISION DATE: December 20, 2018

APPEARANCES:	Jessica Sund	Petitioner
	Paul Kranz	Attorney for Petitioner
	Kim Rohrbach	Paralegal for Petitioner
	Greg McConnell	Owner Representative
	JR. McConnell	Owner Representative
	Don MacRitchie	Witness for Owner
	Ursula Morales	Property Manager
	Jessica Vernaglia	Property Supervisor
	Dave Wasserman	Owner Representative
	Lucky Stewart	Agent for Owner

SUMMARY OF DECISION

The petitioner's petition is DENIED.

INTRODUCTION

Petitioner Jessica Sund filed a tenant petition on November 29, 2017, which contests a proposed monthly rent increase from \$908.67 to \$2,095.00 effective December 1, 2017 on the following grounds:

1. The increase exceeds the CPI Adjustment and is unjustified or is greater than 10%;
2. The proposed rent increase would exceed an overall increase of 30% in 5 years; and
3. I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.

The owner filed a timely response to the petition and contends that the contested rent increase is a Costa Hawkins rent increase. The petitioner, who was the original occupant, no longer resides at the subject property as her primary place of residence.

ISSUES PRESENTED

1. Is the contested rent increase limited by the Rent Adjustment Ordinance?

EVIDENCE

Petitioner's Status as a Tenant

Testimony of Jessica Sund - Petitioner

The petitioner testified that she moved into the subject unit in July 2008, at an initial monthly rent of \$895.00. She testified that on September 6, 2017, she was served a rent increase notice proposing to increase her rent from \$908.67 to \$2,095.00 monthly.¹ She further testified that she is currently paying \$908.67 in rent monthly and has continued to pay that amount since the effective date of the rent increase.

Ms. Sund testified that on August 24, 2017, she emailed the property supervisor at the time, Thomas Preston, to notify him that her boyfriend, Cory Hamrick, would be moving in with her the following weekend, and that they were expecting a baby in October of 2017.² In response to her email, she received a letter from Thomas Preston, dated August 28, 2017, stating that her lease had a "no subletting/no assignment clause", and a "use/occupancy" provision, therefore, her request to sublet the unit to her boyfriend was denied.³ The letter also stated that if her boyfriend did move in, her lease and tenancy would be terminated for unlawful subletting. She testified that she received this letter in early September, around the same time as the rent increase notice dated September 6, 2017.

¹ Exhibit 1

² Exhibit 2

³ Exhibit 3

Ms. Sund testified that because the property manager refused to allow her boyfriend to move in with her, and instead issued an exorbitant rent increase, she decided to stay with her boyfriend temporarily, who resides at 3024 California Street in Oakland, California. She moved to the California street address in early October, 2017, right before the birth of her daughter on October 24, 2017.⁴ She testified that she moved because she believed that if she continued to reside at the Alma street apartment, she would have to pay the rent increase, and she could not afford it. She also moved because she wanted the support of her boyfriend to care for her newborn child, who had medical issues requiring full time care. She also did not want to deal with the stress of being in an adversarial relationship with her landlord. Ms. Sund testified that as of the date of the hearing, she was still residing primarily at the California street address. She testified that she visits the Alma street apartment once or twice a week to check on her plants, and the apartment generally, but is staying at the California street address with her boyfriend and baby for now.

On cross examination, Ms. Sund testified that she has not moved back into the Alma street apartment because of excessive construction noise that began in November of 2017 and is still ongoing. She submitted copies of construction notices issued by the property manager.⁵ She further testified that her carpet was damaged when the property manager replaced her refrigerator and the dirty carpet is another reason she has not moved back into the Alma street unit. Finally, she testified that she has been receiving mail at the California street address since October of 2017.

Testimony of Lucky Stewart – Agent for Owner

Lucky Stewart is an agent for the owner. He testified that he is employed by an ownership group that acquires different properties in the bay area and he acts as an asset manager for the ownership group. He is tasked with managing the takeover of properties and overseeing general operations. He testified that he acquired the subject property, 633 Alma Street, in June of 2017.

Shortly after he acquired the subject property, he received reports from other tenants in the building that the petitioner was subletting her unit. Specifically, he was told that there were strangers going in and out of the petitioner's unit freely and had possession of keys to the unit but the petitioner was no longer there. He also personally observed an international couple, with luggage, coming out of the petitioner's unit, sometime in early August. Both individuals were tall, blonde, and speaking a foreign language, and when he attempted to speak to them, they ignored him. Based on the reports from other tenants, and his own observations, he decided to investigate the petitioner's whereabouts. He did an internet search and asked his attorney, Dave

⁴ Exhibit 4

⁵ Exhibit 5

Wasserman, to do a LexisNexis search to see if the petitioner was still living in the Alma street apartment. His own internet search revealed a baby registry under the petitioner and her boyfriend Cory Hamrick's name, as well as couch surfing listings placed by Cory Hamrick, the petitioner's boyfriend, advertising an unspecified unit as available for rent. Mr. Stewart testified that he was advised by his attorney that the LexisNexis search revealed two addresses linked to the petitioner, the 633 Alma street address and the 3024 California street address, and that the petitioner was likely no longer living at the 633 Alma street address.

Based on his findings, he issued a warning letter to the petitioner on August 22, 2017, which was posted on the door of the petitioner's unit and mailed to the petitioner.⁶ In the letter, he informed her that he had "received complaints regarding an overwhelming amount of random visitors coming and going from unit 5 at 633 Alma street. The visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home."⁷ The letter went on to warn the petitioner that the lease was in her name only and that her lease did not allow for her to sublet or assign any part of the premises. A copy of the lease with the provision prohibiting subletting and assignment was received into evidence.⁸ The petitioner denied ever receiving the August 22, 2017, letter.

After he issued the warning letter, on August 24, 2017, the property supervisor at the time, Thomas Preston, received the email from the petitioner announcing that she was pregnant and that her boyfriend would be moving in the next day. Mr. Stewart testified that he viewed the petitioner's email as a demand and not a request to sublet. He also believed that the petitioner was using the request to sublet to her boyfriend as ruse so she could continue renting out the unit to short-term tenants. He testified that he directed the property supervisor to respond by issuing the letter dated August 28, 2017, which denied the petitioner's request to sublet to her boyfriend and informed her that if her boyfriend did move in her lease and tenancy would be terminated for unlawful subletting. The letter further stated that "if the petitioner had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that her boyfriend was moving in, the landlord would have been amendable to accommodating her request...and... if the tenant wished to revisit this issue down the road in a more appropriate fashion, then management may be more receptive".⁹ This letter was posted on the petitioner's door and mailed on August 28, 2017. Mr. Stewart testified that the petitioner never followed up her request to sublet to her boyfriend, and to his knowledge, Cory Hamrick, the petitioner's boyfriend, never moved into the Alma street unit.

⁶ Exhibit 12

⁷ Exhibit 12

⁸ Exhibit 11

⁹ Exhibit 2

After this letter was sent, the tenants in unit 1 reported that strangers were still coming and going from the petitioner's unit. This prompted the property management to issue a Costa Hawkins rent increase. On September 6, 2017, the property management issued a notice of rent increase to Jessica Sund and all subtenants in possession of the subject unit, stating that the original occupant, Jessica Sund, was no longer permanently residing in the unit and the rent was being increased pursuant to California Civil Code Section 1954.50, *et seq.* (Costa Hawkins Rental Housing Act).¹⁰ Finally, Mr. Stewart testified that since the Costa Hawkins rent increase, he has not received reports of anyone entering or leaving the petitioner's unit.

Testimony of Property Manager – Ursula Morales

Ursula Morales is the onsite property manager for 633 Alma Street. She has held that position since October 1, 2017. She testified that she knows all the tenants in the building and she has never met or seen the petitioner before. She testified that she lives in unit 11, which is directly above the petitioner's unit and she has never heard a baby cry in the petitioner's unit. She further testified that sometime in November or December of 2017, she received a complaint about strangers coming in and out of the petitioner's unit as well as noise and smoke coming from the petitioner's unit. She testified that these complaints were made by the tenant in unit 6, Marissa Williams. Ms. Williams is the tenant in the unit directly across from the petitioner's unit. In response to these complaints, she went to the hallway downstairs to check on the petitioner's unit. She heard some noise, but nothing out of the ordinary, just the sound of television. Finally, she testified that she has never personally observed anyone, including the petitioner, coming in and out of the petitioner's unit.

Testimony of Don MacRitchie - Private Investigator

Don MacRitchie testified that he was retained to investigate the tenancy of the petitioner. He is a licensed private investigator who is licensed to gather this type of information for administrative proceedings and the data he obtains originates with the original consumer. His investigation encompassed searches of various address history databases, social media outlets, voter registration records and other public records. He has performed this type of investigation thousands of times and has been qualified to testify as an expert in court proceedings regarding false testimony about where people live and has testified as an expert in over seventy matters before the San Francisco Rent Board. He has also testified as an expert in prior proceedings before the Rent Adjustment Program.¹¹

Mr. MacRitchie testified that during his investigation, he completed two database searches, one in December of 2017, and one in May of 2018. He

¹⁰ Exhibit 1

¹¹ T16-0707 *Brown v. Wasserman*

prepared two Investigator Reports based on his findings, one for the petitioner, Jessica Sund, and one for her boyfriend, Cory Hamrick.¹²

His investigation of the petitioner, Jessica Sund, indicated that she first reported 633 Alma Street, Unit 5, as her current address on August 28, 2008. The database searches show that she subsequently reported 3024 California Street as her current address for the first time on July 1, 2017, and again in August of 2017. The California street address continued to be reported as her current address as recently as May 2018. On the other hand, the most recent reporting date for the Alma street address in any of the databases was December 5, 2017.

His investigation of Cory Hamrick indicated that Mr. Hamrick's current place of residence is 3024 California Street. Mr. Hamrick first reported the California street address as his address in April of 1999. The California street address continued to be reported as his sole current address as recently as March 27, 2018. Mr. Hamrick is the current owner of the California street property. The property is a two bedroom, one bathroom, single family home. Mr. Hamrick also claims a Homestead Exemption for the property. Mr. MacRitchie testified that a Homestead Exemption applies if the property is the owner's principal place of residence, and it allows the owner to claim a property tax deduction. The Tax Assessor's office also confirmed that the mailing address of record for the property is the California street address. His investigation also indicates that Mr. Hamrick is currently registered to vote at 3024 California Street. Finally, the database searches did not show any reports of the Alma street address as being associated with Mr. Hamrick.

In addition to the database searches, Mr. MacRitchie testified that he also interviewed other tenants at 633 Alma street. He interviewed the tenants after the first day of hearing in this case, and prior to the second day of hearing. He testified that he spoke to four tenants, three of them were current tenants, and one was a former tenant. The current tenants were the tenants in unit 3, 4, and 6 who all believed the petitioner had lived elsewhere for quite a while. The former tenant was also the former property manager, Kathy Espinoza, who also believed the petitioner had been living elsewhere for quite some time.

Based on his investigation Mr. MacRitchie opined that a preponderance of the evidence supports a conclusion that Jessica Sund's permanent place of residence is not the subject property, 633 Alma Street, Unit 5, but rather 3024 California Street.

Site Inspection

The Hearing Officer conducted a site inspection on June 4, 2018. She noted that the unit was a studio apartment, consisting of one large room, a

¹² Exhibits 7 and 8

kitchen, bathroom, and a closet. There was one queen size bed in the unit and a portable rock and play. There was no crib in the unit. The Hearing Officer did not observe any toys in the unit. There were two diapers, one baby lotion bottle, and a onesie laid out on a counter. The refrigerator and closets were empty.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Petitioner's Status as a Tenant

The owner has established by a preponderance of the evidence that the petitioner no longer permanently resides at 633 Alma street, Unit 5, in Oakland but rather, 3024 California street.

The agent of the owner, Lucky Stewart, testified credibly that shortly after acquiring the Alma street property in June of 2017, he received multiple complaints from tenants about strangers going in and out of the petitioner's unit freely, with keys to the unit, while the petitioner herself was nowhere to be seen. He also personally observed a blonde couple exiting the petitioner's unit with luggage, speaking a foreign language, and ignoring his attempts to communicate. Based on this information, he did an internet search that revealed a baby registry for the petitioner and her boyfriend, Cory Hamrick, as well as listings by Mr. Hamrick, purporting to rent out an unspecified unit on couch surfing sites. He testified that this search further fueled his suspicions that the petitioner did not reside in the subject unit and that instead, the petitioner was unlawfully subletting her unit to short-term tenants. This testimony is corroborated by the investigator, Don MacRitchie, who testified that records show the tenant first began listing the California street address as her current address on July 1, 2017. Based on this evidence, it is more likely than not that the petitioner was no longer permanently residing at the Alma street address since at least July 1, 2017.

The petitioner's testimony that she temporarily moved from the Alma street address to the California street address in October of 2017, after her request to have her boyfriend move into her unit was denied, is simply not credible. The Hearing Officer finds it implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the petitioner's studio apartment, especially considering that the couple was expecting a baby in October of 2017. Choosing to move in together into a small studio apartment in anticipation of a newborn baby when the option of a two-bedroom house was readily available does not seem reasonable.

The tenant herself testified that she has been staying at the California street address since October of 2017, and has no immediate plans to move back into the Alma street apartment. She further testified that she only visits the Alma street apartment once or twice a week, to water the plants and check on the

apartment, but she does not carry out daily living activities in the Alma street unit. She does not sleep there, or cook there on a regular basis. Although it is undisputed that the petitioner has been paying her rent for the Alma street apartment, paying rent alone is not sufficient to establish that the unit is being occupied as a permanent residence.

The owner argued that the petitioner has no intention of occupying the unit as her primary residence. She is holding on to the unit at a below market rate so she can rent it out to short-term tenants. He further argued that the petitioner's boyfriend never intended to move into the Alma street address and instead the request by the petitioner to have her boyfriend move in was merely a ruse to allow her to continue renting out her unit to short-term tenants for her own financial advantage. The Hearing Officer finds this argument persuasive.

Additionally, the testimony of Don MacRitchie, the investigator, is substantial evidence of the fact that the petitioner has not occupied 633 Alma Street, Unit 5, as her permanent place of residence since July 1, 2017.

Finally, the Hearing Officer's onsite inspection of the Alma street apartment indicates that the petitioner does not live there. The apartment was sparse and the closet and refrigerator were empty. In addition, the apartment did not have any evidence of a child residing in the unit, aside from the rock and play and some diapers strategically laid out on a counter. The apartment did not have toys or any other children's furniture.

Based on the evidence and testimony, it is more likely than not that the petitioner has not occupied the subject unit as her primary residence since at least July 1, 2017.

Costa-Hawkins

California Civil Code Section 1954.53(d) states in part:

(2) If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996.

(3) This subdivision does not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner provided for above, remains an occupant in lawful possession of the dwelling or unit....

The testimony and documentary evidence constitute substantial evidence that the petitioner no longer permanently resides in the subject unit and therefore lacks standing to file this petition.

ORDER

1. The petitioner lacks standing to file this petition because she no longer resides at 633 Alma Street, Unit 5, Oakland, California, and has not resided at this address since July of 2017.
2. Petition T18-0018 is DENIED.

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

Dated: December 20, 2018



MAIMOONA SAHI AHMAD
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T18-0018

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

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

Documents Included

Hearing Decision

Manager

Thomas Preston
633 Alma Avenue
Oakland, CA 94619

Manager

Ursula Morales
633 Alma Avenue
Oakland, CA 94619

Owner

Vernon Street Apartments, LP aka Flynn Family Holdings, LLC
1717 Powell Street #300 c/o Russell B. Flynn
San Francisco, CA 94133

Owner Representative

Gregory McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, CA 94607

Owner Representative

JR McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite #460
Oakland, CA 94607

Tenant

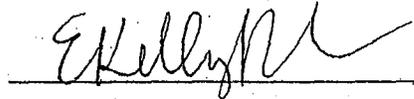
Jessica Sund
633 Alma Avenue #5
Oakland, CA 94610

000138

Tenant Representative
Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

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 20, 2018 in Oakland, CA.

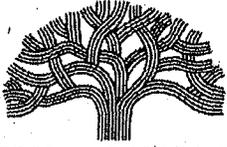


Esther K. Rush

Oakland Rent Adjustment Program

000139

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 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 JAN 09 2019 RENT ADJUSTMENT PROGRAM OAKLAND PEAL
--	--	---

Appellant's Name Jessica Sund		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 633 Alma Avenue # 5 Oakland, California 94610		
Appellant's Mailing Address (For receipt of notices) 633 Alma Avenue # 5 Oakland, California 94610	Case Number T18-0018	
		Date of Decision appealed 12/20/2018
Name of Representative (if any) Paul Kranz, Esq.	Representative's Mailing Address (For notices) 639 San Gabriel Avenue Albany, California 94706	

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: _____. Please see attachments

• 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: Please see Proof of Service separately enclosed

Name	
Address	
City, State Zip	
Name	
Address	
City, State Zip	

Paul L. Kunz	01/09/2019
--------------	------------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

ATTACHMENT 1

Petitioner will further submit a brief not to exceed twenty-five (25) pages.

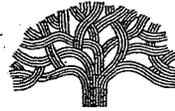
Petitioner also does not waive her right to contest the time lines for her appeal on the ground that the date indicated on the proof of service (December 20, 2018) attached to the subject Hearing Decision is inaccurate. The dates stamped by the postage meter on each of the envelopes in which the Hearing Decision was separately and respectively mailed to Petitioner and to her attorney show that postage was affixed on December 26, 2018—not six days earlier, on December 20, 2018, as declared on the proof of service. Copies of the envelope received by Petitioner and of the envelope received by her attorney are attached as Attachment 2.

ATTACHMENT 2

RECEIVED
FEDERAL BUREAU OF INVESTIGATION
U. S. DEPARTMENT OF JUSTICE
WASHINGTON, D. C. 20535

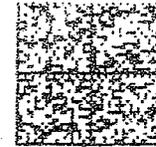
NOV 19 1964
FBI - NEW YORK

CITY OF OAKLAND



HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT
RENT ADJUSTMENT PROGRAM
250 FRANK H. OGAWA PLAZA
SUITE 5313
OAKLAND, CA 94612-0234

PRESORTED
FIRST CLASS



U.S. POSTAGE & PRINTING SERVICE
ZIP 94612 \$ 000.42⁴
02 4W
0000358059 DEC 26 2018

Paul Kranz
639 San Gabriel Avenue
Albany, CA 94706

206 KPH-IMB 94706



000145

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
Case Number T18-0018

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 9, 2019, I caused the within:

CITY OF OAKLAND RENT ADJUSTMENT-APPEAL

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC
1717 Powell Street # 300
San Francisco, California 94133

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, California 94607

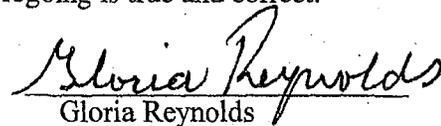
JR McConnell, The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, California 94607

Thomas Preston
633 Alma Avenue
Oakland, California 94619

Ursula Morales
633 Alma Avenue
Oakland, California 94619

Executed Albany, California on January 9, 2019.

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


Gloria Reynolds

000146

LAW OFFICES
Paul L. Kranz
639 San Gabriel Avenue
Albany, California 94706
Telephone (510) 549-5900

RECEIVED

JUL 12 2019

**RENT ADJUSTMENT PROGRAM
OAKLAND**

July 5, 2019

Ms. Barbara Kong-Brown
Senior Hearing Officer
Rent Adjustment Program
250 Frank Ogawa Plaza, 5th Floor
Oakland, California 94612

Re: *Sund v. Vernon Street Apartments LP, et al*
Case No. T18-0018

Dear Ms. Barbara Kong-Brown

Thank you for your response about the correct ordinance on which the 25 page limit is based. However, the subsection immediately following that subsection states that the 25 page limit may be modified or waived for good cause. I already stated to you that our brief is only 14 pages, if you exclude exhibits. I am at a loss to understand your failure to acknowledge this subsection permitting submissions longer than 25 pages, as well as to apply that provision to our appeal, since the exhibits consist only of either documents submitted as evidence at the hearing, thus already in the program files, or verbatim descriptions of sworn testimony presented at the hearing. Review of the hearing officer's decision shows the extent to which that decision purports to rely on testimony from the hearing. Therefore, the transcribed testimony is essential for a fair adjudication of the appeal. There clearly is good cause for the length of our submission. All of this was explained in my previous letter to you. I also note that the program's on-line appeal cites a wrong or non-existent ordinance in support of a 25 page limit. And it also fails to state that permission for a submission longer than 25 pages may be granted.

Your rules also state that a program goal is for appeal^d hearings to be heard within 30 days of being filed. Our appeal form was filed on January 9, 2019 and our appeal still has not been heard. Our brief was filed on January 24, 2019. A Notice of Errata was filed on January 29, 2019. However, the hearing was not scheduled because the program claimed the appeal had not been served on the other party even though a proof of service was attached to the appeal. Then after a hearing was scheduled, it was delayed when the opposing party asked for more time to respond to the appeal. But as of this date, the opposing party has not provided any response to the appeal. Also, the original petition was filed in November 2017. The hearing on the petition was not held until May 30 and June 4, 2018.

The programs's time delays and failures to provide accurate information has substantially prejudiced our client. In general, these failures prejudice tenants far more than property owners because the majority of tenants represent themselves since they do not have the resources to afford to pay an attorney.

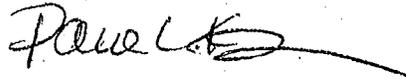
I look forward to hearing from you about these matters.

000147

Ms. Barbara Kong-Brown
Senior Hearing Officer
Rent Adjustment Program
July 5, 2019
Page 2

Thank you for your consideration.

Very truly yours,

A handwritten signature in black ink, appearing to read "Paul L. Kranz", with a long horizontal flourish extending to the right.

Paul L. Kranz

PLK:gr

000148

Kong-Brown, Barbara

From: Kong-Brown, Barbara
Sent: Monday, July 15, 2019 4:01 PM
To: Paul Kranz
Subject: Response to your letter dated July 5, 2019

Mr. Krantz: In response to your letter received July 12, 2019, as stated in my previous communication, your appeal submission is limited to 25 pages, and there is no good cause for you to submit an additional 49 pages of hearing transcript.

The goal of the Rent Adjustment Program is to hear appeals within 30 days and there has been a substantial appeals backlog. We have made substantial progress in reducing the backlog from approximately 75 cases to 30 and continue to work towards further reduction in the backlog.

The goal of the Rent Adjustment Program is to hear a petition within 60 days of the original petition filing date. Due to staffing issues there has been a delay in scheduling cases for hearing and we hope to reduce this backlog by 2020.

BARBARA KONG-BROWN
SENIOR HEARING OFFICER
RENT ADJUSTMENT PROGRAM
250 FRANK OGAWA PLAZA, 5TH FLOOR
OAKLAND, CA 94612
T. 510-238-3721
F. 510-238-6181

Jessica Sund v. Vernon Street
Apartments, LP

T18-0018
633 Alma Street
#5

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision was not issued for more than six months, on December 20, 2018. According to the proof of service, it was mailed on December 20, 2018, but the envelope containing has a December 26, 2018 postmark.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered for expediency's sake. As for the excerpts from the witnesses' testimony are concerned, these are marked according to where each begins and ends in the audio recording on the initial day of testimony, May 30th.

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 JAN 24 PM 4:54

INTRODUCTION

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay in the unit, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. The landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a

Petitioner's Brief in Support of Appeal
000150

tall, blonde couple speaking German exiting her unit with luggage—the landlord had no other evidence to support subletting. Indeed, the decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers he never identified, and by certain tenants, none of whom testified. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator who had interviewed them. And the only property manager who testified—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

That a hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting¹ out her unit to short-term rentals for her own financial advantage", is simply incredulous and offensive, and in blatant disregard of the evidence.

STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See Attachment 2.) Per Mr. Preston, any request had to be made "well in advance of the requested move-in date, and thereafter providing necessary information to and documentation to

¹The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

management.” (*Ibid.*) On that same day and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5, pp. 1–2.) Neither Preston or anyone else on behalf of the landlord responded; Preston did not return her phone messages; he did not respond by email or by letter. (See *ibid.*) Instead, the next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases” (See Attachment 3; Attachment 5, p. 3.) In fact, there were no other current or subsequent occupants and subleases (Ms. Sund testimony cite) at the subject premises and Ms. Sund still resided there by herself (See Attachment 5, p. 2.)

Ms. Sund’s reaction to the notice was “fear” because she could not afford that rent and was about to have a baby. (See Exhibit 5, p. 4.) Around that time, she began staying with her boyfriend. (See Exhibit 5, pp. 7, 11–12.) She believed that if she continued to stay at the subject premises, she would have to pay the increased rent, and she also wanted the support of her boyfriend and father of her expected newborn. (See Exhibit 5, pp. 4, 6, 7.) She was 41 years old and this was going to be her first birth. She also retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Exhibit 5, P. 4.) These were serious medical problems; potentially life-threatening. (See *ibid.*)

The Hearing Officer’s Decision and Findings

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that: the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and strangers with keys to her unit were entering the unit and the Ms. Sund was no longer there²; that he personally observed a tall blond couple with luggage coming out of the unit, speaking a foreign

²See Exhibit 6, pp. 1–2

language, who ignored him when he tried to speak to them³; that, based on this information, he had counsel conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."⁴ He also testified this led to an internet search and to him locating a baby registry connected to Ms. Sund and Cory Hamrich, her boyfriend⁵; as well as to him locating on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."⁶ And that, based on this information, he issued a letter dated August 22, 2017, warning her not to sublet.

In the August 22 letter, signed "The Management," Mr. Stewart claimed that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5, p. 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no admissible evidence of any internet search conducted by him or the landlord's attorney; no evidence of "managers" noticing any suspected sublessees⁷; no evidence of an "overwhelming amount of random visitors." (Cite basically all attachments consisting of the owner's testimony.) As for the "couchsurfing"⁸ posts, Stewart later

³See Attachment 6, p. 2

⁴See Attachment 6, pp. 2-3

⁵See Attachment 6, pp. 3, 24,

⁶See Attachment 6, p. 3; see also pp. 10-11, 7-8

⁷Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

⁸A couchsurfing profile for Cory Hamrich remains available at <https://www.couchsurfing.com/people/coryhamrick> . It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

changed his testimony, saying that he didn't recall or see any reference to any specific address; that the listings don't typically refer to any specific address. (See Attachment 6, pp. 8–10.) He further testified that he saw no couchsurfing listing pertaining to Ms. Sund. (See Attachment 6, pp. 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22nd letter, sent after his claimed "international" couple sighting, as a "warning". (See Exhibit 6, pp. 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting and/or assignment] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins." (See *id.*, p. 4.) Not only were there no documents or declarations or notes (including the landlord's private investigator's reports) to support any subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at any time, but there were *no firsthand accounts of any person(s) coming and going whatsoever*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–7, inclusive.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either*. (See Attachment 7, p. 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledge in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just one such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See Attachment *id.*, p. 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id.*, p. 3.) The purported single-tenant complaint is inadmissible; it's hearsay. Although Morales testified that it was sent to her by email (See Attachment *id.*, p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7, p. 5.) Finally, when asked by the hearing officer if it amounted to "just that one complaint over the holidays about the smoke and noise, Ms. Morales replied, "M-hm" (See *id.*, p. 6.). None of these inconsistencies or lapses in the testimony are cited or acknowledged in the hearing officer's decision.

Thus, between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened—except that, on August 24th, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

Here it should also be noted that the hearing officer in her decision incorrectly quotes the landlord's responsive letter dated August 28th as stating: "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord would have been amenable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may* be more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4-6 weeks, whose phone calls to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

/ / /

Returning to Mr. Stewart's testimony, it should be noted that there are surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6, p. 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located, near an emergency exit. (See *ibid.*) Also, there were multiple cameras in front of the building. (See *ibid.*) Mr. Stewart further testified that he never checked any cameras for recordings of the people he'd claimed have keys to Ms. Sund's apartment. (See Attachment 6, pp. 21-21.) When asked why, his incredible answer was, "If I thought it was an important issue, I would have produced the footage." (See *id.*, p. 21.) The hearing officer omits in her decision *any reference to the fact that there were cameras, and to the fact that no footage was produced at all.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also relied on the testimony Don MacRitchie, the private investigator hired by the owner through counsel. Her summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the

subject property . . . [.]”⁴ (See Hearing Decision (“Decision”), p. 6.)

“Permanent place of residence” in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. “There are limits to expert testimony, not the least of which is the prohibition against admission of an expert’s opinion on a question of law. This limitation was recognized by this court in *Ferreira v. Workmen’s Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120 [112 Cal. Rptr. 232].” (*Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4th 1155, 1178.) What the hearing officer’s decision failed to cite or even mention is that the *landlord’s expert, MacRitchie—who’d conducted extensive data-base searches in the course of investigating Ms. Sund’s status— testified that he was unable to identify a single individual who’d ever sublet Ms. Sund’s unit. (27: 13-). And he admitted that he knew of no evidence that she was subletting. Therefore, his opinion was Ms. Sund was not subletting.*

After the first day of testimony, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30th.) He did so. None of them knowledge of any other persons associated with Ms. Sund’s unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN’T. THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN’T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE THERE IN THE BUILDING THAT WEREN’T ASSOCIATED WITH APARTMENTS, AND THEY DIDN’T KNOW FOR CERTAIN WHICH APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND’S APARTMENT.

⁴This opinion was offered in Mr. MacRitchie’s investigative report on Ms. Sund, rather than during testimony.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

ARGUMENT

I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, 341 F.3d at 1011.)

When the record as a whole is reviewed, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence, because they were not. The decision was not supported by substantial evidence.

II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the evidence, a judgment that is clearly against the logic and effect of the facts as are found. (*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977 (citation and internal quotation marks omitted); see also *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941).

The hearing officer's exercise of discretion reflects judgement that was clearly against the logic and effect of the facts. Her selective use of evidence, mischaracterization and misstatement of other of evidence, and patent lack of objectivity, as evinced in her decision, demonstrates a judgement inconsistent with logic and the facts. She consistently relies on evidence that was inadmissible, while at the same entirely ignoring other evidence (much of which was submitted by the Respondent).

The decision thus reflects an abuse of discretion, all of which in Respondent's favor, and demonstrates a lack of objectivity and a prejudice towards Petitioner.

III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion, "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that were not married and that she did not know if the relationship would be permanent. (KR note 36.) For these reasons, she was not certain about where she would continue to live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her to live with her boyfriend.

This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in the fact that it is now illegal to discriminate based

on familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, tone-deaf to contemporary realities, and inconsistent with the evidence that was submitted. Each was altogether unwarranted.

IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision the Decision Deserved To Be Viewed With Distrust and Rejected.

CACI No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failure to provide stronger evidence when it could have or ostensibly could have produced stronger evidences are numerous and have been recounted above. They include Respondent's failure to produce employees claimed to have relevant information, and failure to produce declarations, documents, video footage, etc.. Indeed, testimony from Respondent's own witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims.

Its asset manager testified that the siting of the "international" couple was *not* itself the cause of the rent increase.

Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, found no evidence of subletting.

Also, Respondent offered no explanation for why it never responded the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit. Moreover, Respondent never explained why its August 28th letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed and was allegedly already investigating—and had received information that—Ms. Sund was subletting in

violation of her lease. Either the August 28th letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22nd letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (KR note 48.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41, 99 Cal. Rptr. 2d 366; see Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351, 119 Cal. Rptr. 2d 741.) However, the Legislature was well aware, however, that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492, 130 Cal. Rptr. 2d 819). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

A. The Evidence Establishes a Case of Constructive Eviction.

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit. She testified she cannot afford a more than doubling of her rent. The rent board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for

it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (KR note 53.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

B. The Evidence Establishes a Case of Retaliation.

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without

good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In other short, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent [and to thereby effectively evict her]. The hearing officer's refusal to consider this evidence was error.

VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.

The effect of section 1954.53, subdivision (a)⁵ of Costa-Hawkins is to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.) Section 1954.53, subdivision (d)(2) further provides,

⁵Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.⁶ The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in Costa-Hawkins *except* with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

/ / /

Submitted 1/24/19
Paul Kranz
Paul Kranz,
Esq

⁶ Indeed, as she testified on May 30th and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

Attachment 1

Update

1 message

J. Sund <jesssund@gmail.com>
To: 633alma@gmail.com

Thu, Aug 24, 2017 at 10:19 AM

August 24, 2017

Jessica Sund
633 Alma Ave. #5
Oakland, CA 94610
jesssund@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
633 Alma Ave.
Oakland, CA 94610
(510) 775-1081
633alma@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this em to you because I do not have a mailing address for you.

Thank you.

Sincerely,
Jessica Sund
(510) 206-5436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage " no reply

Attachment 2

Alma Apartments LP

633 Alma
Oakland, CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

B192
000167

OAKLAND CA 946

SEP 2017 PM 7 L



Jessica Maggie Sund
All Other Occupants
633 Alameda Street #5
Oakland, CA 94610

94610-285705



B193

000168

Attachment 3

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

NOTICE TO CHANGE TERMS OF TENANCY
-RENT INCREASE NOTICE-

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5
City of Oakland, County of Alameda, State of California 94610
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

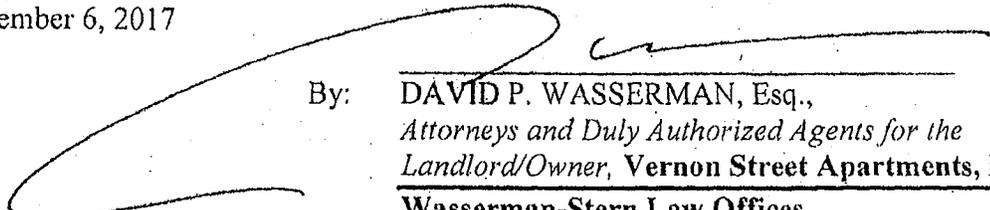
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: www.oaklandnet.com. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program.

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

WASSERMAN-STERN

By:  **DAVID P. WASSERMAN, Esq.,**
Attorneys and Duly Authorized Agents for the
Landlord/Owner, Vernon Street Apartments, LP

Wasserman-Stern Law Offices

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: dwasserman@wassermanstern.com

CITY OF OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Department of Housing and Community Development
Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hed/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

DAVID P. WASSERMAN, ESQ. (171923)

(415) 567-9600

WASSERMAN-STERN LAW OFFICES

2960 Van Ness Avenue, Suite B

San Francisco, California 94109

Ref. No. Or File No.

W2683460

Attorneys for: 633 ALMA STREET

Insert name of court, judicial district and branch court, if any:

Plaintiff:

633 ALMA STREET

Defendant:

JESSICA MAGGIE SUND (original occupant)

POS BY MAIL

Hearing Date:

Time:

Dept/Div:

Case Number:

At the time of service I was at least 18 years of age and not a party to this action.

On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS
633 Alma Avenue, Unit 5
Oakland, CA 94610

Person serving:

Scott Lane

Wheels of Justice, Inc.

52 Second Street, Third Floor

San Francisco, California 94105

Phone: (415) 546-6000

a. Fee for service:

d. Registered California Process Server

(1) Employee or independent contractor

(2) Registration No.: 1126

(3) County: San Francisco

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

Date: September 6, 2017

Signature: _____

Scott Lane



Attachment 4

Alma Apartments, LP

633 Alma Ave.
Oakland, CA 94610

August 22, 2017

Jessica Sund
633 Alma Apt. 5
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance
Sincerely yours,

Management

000175

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE
Case Number T18-0018

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 24, 2019, I caused the within:

RESIDENTIAL RENT ADJUSTMENT PROGRAM—
PETITIONER JESSICA SUND'S BRIEF IN SUPPORT OF APPEAL;
ATTACHMENTS TO APPEAL

to be served by first class mail, postage prepaid, on Respondent's representatives. addressed as follows:

c/o Russell B. Flynn
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC
1717 Powell Street # 300
San Francisco, California 94133

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland , California 94607

Executed in Albany in the County of Alameda, California, on January 24, 2019.

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

Gloria Reynolds

Gloria Reynolds

000176

CITY OF OAKLAND RENT ADJUSTMENT PROGRAM

**Notice Of Errata and Amended Submission In Support
Of Appeal of Hearing Officer's Decision**

CASE NO. T18-0018

JESSICA SUND,
Petitioner and Tenant

v.

**VERNON STREET APARTMENTS, LP, AKA FLYNN FAMILY HOLDINGS,
LLC.,**
Owner and Respondent.

LAW OFFICES OF PAUL L. KRANZ
PAUL L. KRANZ (BAR NO. 114999)
639 SAN GABRIEL AVENUE
ALBANY CA 94706
(510) 549-5900
kranzlaw@sbcglobal.net

ATTORNEYS FOR PETITIONER
JESSICA SUND

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 JAN 29 AM 11:25

000177

NOTICE OF ERRATA

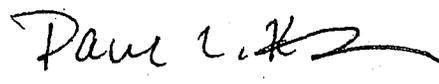
Petitioner submits this Notice of Errata and the attached amended submission in support of her appeal in case no. T18-0018. The attached submission is substantially the same as her submission filed on January 24, 2019, and primarily differs from the submission filed on January 24, 2019 by containing certain format changes, correction of typographical errors, and the inclusion of certain limited additional portions of the testimony at the subject hearing.

For the following reasons, Petitioner also asserts that this submission should be considered and that it should not be considered late. First, as stated in and evidenced by Petitioner's previous filings, the hearing officer's decision was not served by mail until December 26, 2018, as evidenced by the postmarks on the envelopes in which the hearing officer's decision was mailed and received by both Petitioner and her attorney. An appellant is permitted 35 days from the date of mail service to file a notice of appeal and any submissions in support of the appeal (20 days to file the notice of appeal and 15 days thereafter to file submissions). Thirty five days from the date the decision was mailed is January 30, 2019.

Therefore, this submission should be considered timely. Second, Petitioner's attorney Paul L. Kranz has been out of his office and out of state because of the recent very serious illness of an immediate family member. For this reason, he was out of his office, from December 21, 2018 to January 6, 2019 and again from January 21, 2019 to January 25, 2019. Therefore, Petitioner's attorney's very limited availability during this period when the appeal had to be prepared and finalized constitutes good cause to permit this amended submission.

Dated: January 28, 2019

Respectfully submitted,

By: 
Paul L. Kranz

000178

Petitioner Jessica Sund appeals from the decision of Hearing Officer Maimoona Sah Ahmad. Petitioner notes for the record that her petition was filed on November 29, 2018. The hearing commenced six months later, on May 30, 2018, and concluded on June 4, 2018. The decision did not issue for more than six months, on December 20, 2018. According to the proof of service attached to it, it was mailed on December 20, 2018, but the envelopes in which it was contained were postmarked December 26, 2018.

Petitioner also notes for the record that the attachments hereto (other than the attachments which are excerpts from the witnesses' testimony on May 30th and June 4th, 2018) were submitted at the hearing, either by her counsel or Respondent's counsel or both, but have been renumbered for expediency's sake. As for witnesses' testimony, they are marked according to where each excerpt begins and ends in the audio recordings of each day of testimony.

INTRODUCTION

Petitioner Jessica Sund brought the petition because, within days of notifying her landlord that she was pregnant and that her boyfriend and father of her child would begin to stay with her in her apartment, her landlord served her with notice that her rent was being more than doubled. Unable to pay the increased rent, and after consulting with an attorney, she filed this petition and then began to stay in her boyfriend's residence.

Because Ms. Sund's newborn daughter had serious health conditions requiring 24-hour monitoring, it was necessary for her and the baby's father's to live together; moreover, the necessity for monitoring was ongoing. It was absolutely unreasonable for Ms. Sund to consider residing in her apartment under these conditions. Ms. Sund testified on the first day of the hearing that she did and does not know whether the relationship with her daughter's father would be permanent. For this reason, staying with at her boyfriend's home with their child has been intended as "temporary".

The landlord did not present any evidence to contradict these facts. Instead, the landlord contrived the story that Ms. Sund was residing with her boyfriend because she was subletting her unit in order to take advantage of its below-market rent and make a profit. But the landlord did not present an iota of credible and competent evidence to support its claim. With the exception

Of a single claimed sighting by the landlord's "asset manager"—who claimed he once saw a tall, blonde couple speaking German exiting her unit with a luggage—the landlord had no other evidence to support subletting. Indeed, the hearing officer's decision relies heavily on this purported sighting by the asset manager, Lucky Stewart. But Mr. Stewart also testified that this alleged one-time sighting was not the cause of the attempted rent increase. He said it was later sightings, observed by property managers, but who he never identified, and by certain tenants, none of whom testified at the hearing. Nonetheless, the tenants reported nobody coming and going from Ms. Sund's unit, according to testimony of the landlord's private investigator, based on having interviewed them. And the only property manager who did testify—the landlord's own 24/7 on site property manager—stated that she *never* saw any other persons using Ms. Sund's unit and knew of no evidence of subletting. Finally, the private investigator, who the landlord (and the hearing officer) characterized as a qualified "expert" on such matters, opined that Ms. Sund was *not* subletting; i.e., that there was not evidence to support his client's contention.

In light of the evidence, that the hearing officer could find that Ms. Sund's pregnancy, and her request for her baby and her baby's father to be able to stay in her unit, was "merely a ruse to allow her to continue renting¹ out her unit to short-term rentals for her own financial advantage," is simply incredulous..

STATEMENT OF FACTS

Jessica Sund is a 41-year old single woman. She has lived at the subject premises, 663 Alma Street #5, since 2008. She has worked as an elementary and middle school science teacher, and is currently earning a graduate degree in water resource management. On Friday, August 24, 2017, she notified her landlord by written email that she was expecting a baby in October and that her boyfriend and father of her expected newborn, as well as the newborn, would be staying in her unit. (See Attachment 1; Attachment 5 at 1.) In a letter dated August 28, 2017, which Ms. Sund actually received about a week later (it was postmarked September 7), property manager Thomas Preston rejected her request because it had been "couched as a "demand". (See

¹The landlord's "asset manager", Lucky Stewart, testified that the [alleged] subletting stopped shortly after Ms. Sund received the rent increase notice in early September, 2017

Attachment 2.) Per Mr. Preston, any request had to be made “well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management.” (*Ibid.*) On the same day Ms. Sund made her request, and on the following day, August 29, 2017, Ms. Sund called Preston three times to further discuss her request. (See Attachment 5 at 1–2; Attachment 1.) Neither Preston nor anyone else responded on behalf of the landlord; Preston did not return her phone messages; and, he did not respond by email or by letter. (See *ibid.*) Instead, the very next communication Ms. Sund received from the landlord was on or about September 6, 2017, when the landlord personally served Ms. Sund with a Notice of Change Terms of Tenancy-Rent Increase Notice [Costa-Hawkins], increasing her rent from \$908.67 to \$2,095, and stating that “Jessica Maggie Sund no longer resides at the Premises and that all current occupants are subsequent occupants and subleases” (See Attachment 3; Attachment 5 at 3.) In fact, there were no other current or subsequent occupants and subleases at the subject premises and Ms. Sund still resided there by herself (See Attachment 5 at 2.)

Ms. Sund’s reaction to the rent increase was “fear” because she could not afford more than twice the rent and was about to have a baby. (See Attachment 5 at 4.) Around that time, she began staying with her boyfriend. (See Attachment 5 at 7, 11–12.) She believed that if she continued to stay at the subject premises, including with her boyfriend and then her baby, she would have to pay the increased rent, and she needed the support of her boyfriend, the father of her expected newborn. (See Attachment 5 at 4, 6, 7.) Ms. Sund was 41 years old and this was going to be her first child. She retained counsel and the subject petition was filed.

Ms. Sund also continued to stay with her boyfriend after the baby was born because of medical issues the baby suffered that required 24-hour monitoring. (See Attachment 5 at 4–6.) These were serious medical problems; potentially life-threatening for her newborn daughter. (See *id.* at 6.)

The Hearing Officer’s Decision and Findings

The hearing officer’s decision relies on testimony from the landlord’s “asset manager” Lucky Stewart stating that the subject property was acquired by his employer in June 2017; that shortly thereafter, he received reports from tenants that Ms. Sund was subletting and that there

were strangers with keys to her unit and that Ms. Sund was no longer there²; that he personally observed a tall blond couple with luggage coming out of the unit speaking a foreign language, who ignored him when he tried to speak to them³; and that, based on this information, he had attorney conduct an investigation involving LexisNexis, which identified a second address (the California Street address) "linked to" Ms. Sund and which prompted his attorney to say, "Yeah, she's no longer living there."⁴ He also testified this led him to conduct an internet search in which he located a baby registry connected to Ms. Sund and her boyfriend, Cory Hamrich⁵; and that he also located on-line "couchsurfing[.com]" listings "from them renting out apartments in, under her or Cory's name."⁶ And that, based on this information, he issued a letter dated August 22, 2017, warning Ms. Sund not to sublet.

The August 22 warning letter, signed "The Management," stated that property managers had noticed and received complaints of an "overwhelming amount of random visitors coming and going from [her] unit, and with keys to the unit." (See Attachment 4.) Ms. Sund testified that she never received the letter. (See Attachment 5 at 10.) With the exception of Lucky Stewart's testimony that he had personally observed what he believed to be an "international" couple (tall, blonder, speaking a foreign language), nothing else he testified to was supported by admissible evidence. There was no evidence of any internet search conducted by him or by the landlord's attorney; no evidence of "managers" noticing any suspected sublessees⁷; no evidence of an "overwhelming amount of random visitors." (See Attachments 6-8, inclusive.) As for the

²See Attachment 6 at 1-2

³See Attachment 6 at 2, 15

⁴See Attachment 6 at 2-3

⁵See Attachment 6 at 3, 24,

⁶See Attachment 6 at 3; see also *id.* at 10-11, 7-8

⁷Lucky Stewart was the only "manager" who claimed to have seen any potential sublessees, and he only claimed to have seen on one occasion the German or "international" couple. Moreover, the landlord called the on-site property manager, who testified that she is on site about "24/7", and had never seen *any* such sublessees connected to Ms. Sund's unit.

"couchsurfing"⁸ posts (unsupported by any evidence), Stewart later changed his testimony, saying that he didn't recall or see any reference to any specific address. (See Attachment 6 at 9–10.) He also changed his testimony and said that he did not couchsurfing listing pertaining to Ms. Sund. (See Attachment 6 at 7–8.) The couchsurfing testimony was also hearsay.

Stewart characterized the August 22nd letter, sent after his claimed "international" couple sighting, as a "warning". (See Attachment 6 at 4, 7.) Stewart went on to explain, "Then when we saw that it [subletting] was still continuing, and it was observed that there were still people coming and going and not the tenant, we resorted to serving the Costa-Hawkins [rent increase]." (See *id.* at 4.) Not only were there no documents or declarations or notes to support *any* subletting (persons "coming and going" from Ms. Sund's unit) after August 22 or at *any* time, but there were *no firsthand accounts whatsoever of any person(s) coming and going*, other than the "international" couple Mr. Stewart claimed he'd seen. (See Attachments 6–8.) The only property manager who testified—the landlord's 24/7 on-site property manager Ursula Morales—stated that *she never saw anyone coming and going from Ms. Sund's unit, either*. (See Attachment 7 at 7.) Yet, the lack of evidence of anybody coming and going is nowhere cited or acknowledge in the hearing officer's decision.

Also, after initially testifying that she'd been informed of "strangers coming in and out of" Ms. Sund's unit, Ms. Morales later testified that she'd received just *one* such complaint from a single tenant, in around November or December 2017. (See Attachment 7, inclusive.) The complaining tenant had reported "smoke and noise," apparently attributed to Ms. Sund's unit. (See *id.* at 2.) When Ms. Morales went downstairs to investigate, she found "nothing out of the ordinary" and just some TV noise. (See Attachment *id* at 3.) The purported complaint was also inadmissible; plainly hearsay. Although Morales testified that this complaint was sent to her by email (See *id* at p. 5), no email was offered as evidence. And on cross-examination, Morales testified that the complaint was "more about" noise than anything else. (See Attachment 7 at 6.) Finally, when asked by the hearing officer if the extent of the complaint was limited to smoke

⁸A couchsurfing profile for Cory Hamrich remains available at <https://www.couchsurfing.com/people/coryhamrick> . It indicates Mr. Hamrick has not even logged into his account for about three years; i.e., since around 2016.

and noise, Ms. Morales replied, "M-hm" (See *id.* at 7.). However, none of these obvious inconsistencies or lapses in testimony are cited or acknowledged in the hearing officer's decision.

Thus, the evidence demonstrated that between the time that the August 22 "warning" letter was purportedly sent and September 6, when the Costa-Hawkins rent increase notice issued, *nothing new had happened—except that, on August 24th, the owner was notified by Ms. Sund that she was pregnant, and that Mr. Hamrick, the baby's father, would be moving in.*

It should also be noted that the decision incorrectly quotes the landlord's responsive letter dated August 28th as stating that the landlord was agreeable to Ms. Sund's boyfriend and then later their child staying in Ms. Sund's unit: The decision quotes from the letter as follows "[I]f [you] had made a reasonable and proper request well in advance of the move-in date, instead of unilaterally stating that [your] boyfriend was moving in, the landlord *would have been* amendable to accommodating [your] request...and...if the [you wish] to revisit this issue down the road in a more appropriate fashion, then management may be more receptive". (Emphasis added.) The letter does not say that. (See Attachment 4.) It says that the landlord is *typically* "amenable" and that "down the road...management *may be* more receptive" [emphasis added]. Hardly reassuring to a soon-to-be new mother expecting a baby in the 4–6 weeks, whose phone calls and texts to further discuss the issue are ignored, and who then receives a rent increase she cannot afford.

There were also surveillance cameras at the property. According to Stewart's testimony, at the time of the hearing there were about five cameras total. (See Attachment 6 at 18.) These included a camera at the back of the first floor, where Ms. Sund's unit is located. (See *ibid.*) There were also multiple cameras in front of the building. (See *ibid.*) Mr. Stewart testified that he never checked any cameras for recordings of people coming in and out of Ms. Sund's apartment. (See Attachment 6 at 20–21.) When asked why, his incredible answer was, "If I thought it ["whether she's subletting"] was an important issue, I would have presented the footage. We didn't produce the footage.." (See *id.* at 21.) Yet, the decision contains *no reference to the landlord's failure to produce any footage, despite the fact that there were multiple recording cameras on the property.*

Apart from the hearing officer's misplaced reliance on Mr. Stewart's testimony, she also

relied on the testimony of Don MacRitchie, a private investigator hired by the owner. The hearing officer's summary of this testimony concludes, "MacRitchie opined that a preponderance of the evidence supports a conclusion that Ms. Sund's permanent place of residence is not the subject property . . . [.]"⁴ (See Hearing Decision ("Decision") at 6.)

"Permanent place of residence" in the context of Costa-Hawkins is a legal issue, and an expert is prohibited from testifying as to a legal conclusion. "There are limits to expert testimony, not the least of which is the prohibition against admission of an expert's opinion on a question of law. (*Ferreira v. Workmen's Comp. Appeals Bd.* (1974) 38 Cal.App.3d 120; *Summers v. A.L. Gilbert Co.* (1999) Cal. App. 4th 1155, 1178.)

More importantly, the landlord's expert, MacRitchie—after testifying that he'd conducted extensive data-base searches in the course of investigating Ms. Sund's status— testified that he was unable to identify a single individual who'd ever sublet Ms. Sund's unit. (See Attachment 8 at 1.) And he stated that *he had not been able to find any evidence that Ms. Sund was subletting.* (See Attachment 8, inclusive.) *Therefore, his opinion was Ms. Sund was not subletting.* Once again, reference to this testimony is omitted from the decision.

Further, after the first day of testimony, at which he was present throughout, MacRitchie was asked to interview four tenants from the subject premises. (The first day of testimony was Friday, May 30th; the second was June 4th.) He did so. And none of them had knowledge of any other persons associated with Ms. Sund's unit, according to his testimony as follows:

MR. KRANZ: DID ANY OF THEM TELL YOU THAT PERSONS OTHER THAN MS. SUND WERE STAYING THERE?

MACRITCHIE: THEY DIDN'T, THEY THOUGHT IT POSSIBLE.

MR. KRANZ: OKAY. AND WHICH PERSONS TOLD YOU THEY THOUGHT IT POSSIBLE?

MACRITCHIE: ALL DIDN'T HAVE DEFINITE KNOWLEDGE, AND THEY ALL WERE AWARE THAT THERE WERE PEOPLE THAT WERE IN THE BUILDING THAT WEREN'T ASSOCIATED WITH APARTMENTS, AND THEY DIDN'T KNOW FOR

⁴This opinion was offered in Mr. MacRitchie's investigative report on Ms. Sund, rather than during testimony.

CERTAIN WHAT APARTMENT THEY WERE ASSOCIATED WITH. SO THEY THOUGHT THEY WERE SOME TYPE OF SUBTENANTS, BUT THEY COULD NOT DEFINITELY ASSOCIATE WITH MS. SUND'S APARTMENT.

MR. KRANZ: AND DID YOU ASK THEM FOR — IF THEY HAD ANY INFORMATION ABOUT THESE ALLEGED SUBTENANTS ?

MACRITCHIE: YES.

MR. KRANZ: AND WHAT DID THEY TELL YOU ?

MACRITCHIE: WHAT I JUST TOLD YOU.

(See *id.* at 1.)

ARGUMENT

I. There Was Not Substantial Evidence To Support the Decision.

Substantial evidence means more than a mere scintilla; it means such relevant evidence as a reasonable mind might accept as adequate to support a conclusion. (See *Richardson v. Perales* (1971) 402 U.S. 389, 401; *Gebhart v. SEC*, 595 F.3d 1034, 1043 (9th Cir. 2010); *Howard ex rel. Wolff v. Barnhart* (Howard) (9th Cir. 2003) 341 F. 3d 1006, 1011.) The records as a whole must be considered, weighing both the evidence that supports and the evidence that detracts from the agency's decision. (See *Mayes v. Massanari* (9th Cir. 2001) 276 F.3d 453, 459; see also *Int'l Union of Painter & Allied Trades v. J & R Flooring, Inc.* (9th Cir. 2011) 656 F.3d 860, 865; *Hawaii Stevedores, Inc. v. Ogawa*, (9th Cir. 2010) 608 F.3d 642, 652 ("The ALJ is expected to consider the record as a whole, including all witness testimony and each medical report, before entering findings"). The court must affirm where there is such relevant evidence as reasonable minds might accept as adequate to support a conclusion, even if it is possible to draw contrary conclusions from the evidence. (See *Howard*, *supra*, at 1011.)

When the record as a whole is reviewed in this case, reasonable minds cannot find that there was adequate evidence to support the conclusions of the hearing officer. Reasonable minds could not differ as to whether the conclusions drawn by the hearing officer were justified by the evidence. Therefore, the decision was not supported by substantial evidence.

II. The Decision Constitutes An Abuse of Discretion.

An abuse of discretion is a plain error, discretion exercised to an end not justified by the

evidence, a judgment that is clearly against the logic and effect of the facts as are found.

(*Rabkin v. Oregon Health Sciences Univ.* (9th Cir. 2003) 350 F.3d 967, 977; *In re Korean Air Lines Co., Ltd.* (9th Cir. 2011) 642 F.3d 685, 698 n.11.)

Under the abuse of discretion standard, a reviewing court cannot reverse absent a definite and firm conviction that the district court committed a clear error of judgment in the conclusion it reached upon a weighing of relevant factors. (See *McCullough v. Johnson, Rodenburg & Lauinger, LLC* (9th Cir. 2011) 637 F.3d 939, 953; *Valdivia v. Schwarzenegger* (9th Cir. 2010) 599 F.3d 984, 988 (citing *SEC v. Coldicutt* (9th Cir. 2001) 258 F.3d 939, 941).

The hearing officer's exercise of discretion reflects judgement that was clearly against the logic and effect of the facts. The selective use of evidence, the mischaracterizations and misstatements of other of evidence, and the plain lack of objectivity, as evinced by the decision, demonstrates a judgement inconsistent with logic and the facts. The decision consistently relied on evidence that was inadmissible, while at the same entirely ignoring other material; evidence, much of which was submitted on behalf of the Respondent.

The decision thus reflects an abuse of discretion, demonstrates a lack of objectivity and a prejudice towards Petitioner.

III. In Disregard of the Evidence, the Hearing Officer Arrived at the Unwarranted Conclusion That "The Petitioner's Testimony that She Temporarily Moved from the Alma Street Address to the California Street Address in October of 2017, After Her Request to Have Her Boyfriend Move Into Her Unit Was Denied, is Simply Not Credible"

This conclusion was at best misguided, as was her ancillary conclusion, "It is implausible that the petitioner's boyfriend, Cory Hamrick, would leave his two-bedroom house, that he owns and claims a homestead exemption for, to move into the Ms. Sund's one-bedroom apartment." (See Decision (Statement of Facts and Conclusions) at p. 7.)

Ms. Sund testified that she and her boyfriend had been together just two years; that they were not married; that she did not know if the relationship would be permanent. (See Attachment 5 at 13.) For these reasons, she was not certain about where she would live. She also testified that her baby was born with and still suffered from a serious, even potentially life-threatening condition that required around-the-clock monitoring, a circumstance that required her

to live with her boyfriend. (See Attachment 5 at 5.) This evidence was, further, undisputed.

The phenomena of single women choosing to have children is commonplace in our society, and hardly novel. This is reflected in, for example, the fact that it is now illegal to discriminate based on marital or familial status. In addition, the phenomena of children splitting their time between parents who live in different locations is ubiquitous in our society. Therefore, the hearing officer's above conclusions are unsupported by evidence, are tone-deaf to contemporary realities, and are inconsistent with the evidence that was submitted. Each conclusion was altogether unwarranted.

IV. Under CACI No. 203, The "Evidence" Respondent's Submitted and Cited in the Decision Deserved To Be Viewed With Distrust and Rejected.

California Civil Jury Instruction (CACI) No. 203, entitled *Party Having Power to Produce Better Evidence*, provides as follows:

You may consider the ability of each party to provide evidence. If a party provided weaker evidence when it could have provided stronger evidence, you may distrust the weaker evidence.

Examples of Respondent's failures to provide stronger evidence when it could have produced stronger evidence are numerous and have been recounted above. They included, but are not limited to, Respondent's failure to produce employee witnesses claimed to have relevant information; its failure to produce documents, video footage, etc. Indeed, testimony from Respondent's *own* witnesses was sufficient to defeat, and should have defeated, its claims. Respondent called three witnesses. Each offered significant evidence contradicting or inconsistent with Respondent's claims. Some examples are:

Respondent's asset manager testified that the sighting of the "international" couple was *not* itself the cause of the rent increase. Respondent's 24/7 on-site property manager testified that she never saw a possible a sublessee and in effect had no evidence that Respondent ever sublet. And Respondent's private investigator, who Respondent and the hearing officer insisted was an expert, could not find any evidence of subletting.

Also, Respondent offered no explanation for why it never responded to the emails and phone calls Ms. Sund made to discuss her boyfriend and their baby staying in her unit.

Moreover, Respondent never explained why its August 28th letter stated that it would be "amenable" to considering Ms. Sund's request when it allegedly already believed that she was subletting and was allegedly already investigating as much. Either the August 28th letter was disingenuous, or the landlord did not believe that Petitioner was subletting—if not *both*.

Ms. Sund testified on the first day of the hearing that she never received an August 22nd letter warning her about subletting. The letter was anonymously signed, "The Management." And why didn't Stewart, who said he wrote the letter, testify that *he* posted and mailed it? (See Attachment 5 at 3.) Also, given the weight Respondent places on that letter, why didn't its private investigator interview Mr. Stewart about the details it contained? Why wasn't a declaration from Mr. Stewart presented, at least by the second day of the hearing, five days later?

V. The Residential Rental Adjustment Program and Appeals Board Are Authorized Under Costa-Hawkins to Regulate or Monitor the Grounds for Eviction.

In August 1995, California enacted Civil Code sections 1954.50 through 1954.535, the Costa-Hawkins Rental Housing Act (Costa-Hawkins), which established "what is known among landlord-tenant specialists as 'vacancy decontrol,' declaring that '[n]otwithstanding any other provision of law,' all residential landlords may, except in specified situations, 'establish the initial rental rate for a dwelling or unit.'" (*DeZerega v. Meggs* (2000) 83 Cal. App. 4th 28, 41; Civ.Code § 1954.53, subd. (a).) The effect of this provision was to permit landlords "to impose whatever rent they choose at the commencement of a tenancy." (*Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal.App.4th 345, 351.) However, the Legislature was well aware that such vacancy decontrol gave landlords an incentive to evict tenants that were paying rents below market rates. (*Bullard v. San Francisco Residential Rent Stabilization Bd.* (2003) 106 Cal. App. 4th 488, 492). Accordingly, the Costa Hawkins statute expressly preserved the authority of local governments "to regulate or monitor the grounds for eviction." (Civ.Code § 1954.53, subd. (e).)

A. The Evidence Establishes a Case of Constructive Eviction.

The evidence here establishes a constructive eviction of Ms. Sund because the rent increase Respondent sought meant that Ms. Sund would no longer be able to reside in her unit.

She testified she cannot afford a more than doubling of her rent. The Rent Board cannot meaningfully monitor or regulate the grounds of this eviction without examining the reasons for it. Petitioner contends that the reason was her request that her boyfriend and baby's father, and later their child, be able to reside in her unit.

Ms. Sund had a right to have the father of her expected child and their daughter move in with her. This right accrued when she notified the landlord of as much. It was improper and offensive for the landlord to insist that Ms. Sund had to wait to "revisit this issue down the road," and it violated her rights. Further, her immediate subsequent phone calls to do just that were ignored by the landlord, until the landlord served her with the Notice of Change of Terms-Rent Increase.

It is illegal to discriminate in housing based on pregnancy or family status, under both state (FEHA, DFEH) and federal (FHA, HUD) law and agency regulations. The landlord cannot impose conditions on Petitioner's exercise of that right. That Respondent ignored the phone calls Petitioner made in an effort to exercise that right was unreasonable—especially after it had stated that it would consider her request, i.e., that it would "revisit this issue". The landlord never responded except by way of a notice of rent increase. This was despite the fact that it had already independently verified that Petitioner was pregnant and who the father was. (See Attachment 5 at 6.) Respondent never asked for any additional information. This evidence establishes an attempted illegal eviction.

B. The Evidence Establishes a Case of Retaliation.

It was within days of Petitioner's request that the Respondent served her with a notice of rent increase. That this occurred within days after Petitioner sought to exercise certain rights provided to her by law. This is undeniable. The *only* response or communication Petitioner *ever* received after seeking to exercise these rights was the notice of rent increase. This was retaliation. Therefore, the rent increase being sought is impermissible.

C. The City of Oakland's Prohibition Against Discrimination and Harassment, as Embodied in OMC Chapter 8.22, Provided the Hearing Officer With the Authority to Consider the Evident Discrimination and Harassment in This Case.

The laws of the State of California and the Housing Element of the General Plan of the City of Oakland prohibit arbitrary discrimination by landlords." (OMC § 8.22.300.) Basic fairness requires that a landlord must not terminate the tenancy of a residential tenant without good, just, non-arbitrary, non-discriminatory reasons. (*Ibid.*) The rising market demand for rental housing in Oakland creates an incentive for some landlords to engage in harassing behavior, including:

[R]epeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, repose, peace or quiet of any person lawfully entitled to occupancy of such dwelling unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a dwelling unit to vacate such dwelling unit or to surrender or waive any rights in relation to such occupancy

(See OMC § 8.22.610E, .8.22.640A(15).)

In sum, the purposes of Chapter 8.22 plainly include preventing discrimination and harassment. It is *impossible* to fulfill these purposes without considering evidence of either discrimination or of harassment when there is such evidence. Yet, the hearing officer made it clear during the initial May 30 hearing in this matter that she would not consider evidence of discrimination. Petitioner did not seek to have this evidence considered for the purpose of monetary damages or other affirmative relief. It was offered as a defense to the respondent's attempt to increase her rent and to thereby effectively evict her. The hearing officer's refusal to consider this evidence was error.

VII. Petitioner's Unit Is Not Exempt Under Costa Hawkins Since the Vacancy De-Control is Inapplicable Here.

The effect of section 1954.53, subdivision (a)⁵ of Costa-Hawkins is to permit landlords

⁵Subdivision (a) in relevant part provides that an owner of residential real property may establish the initial rental rate for a dwelling or unit.

"to impose whatever rent they choose at the commencement of a tenancy." (See *Cobb v. San Francisco Residential Rent Stabilization and Arbitration Bd.* (2002) 98 Cal. App. 4th 345, 351.) Section 1954.53, subdivision (d)(2) further provides,

If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent by any amount allowed by this section to a lawful sublessee or assignee [emphasis added].

That Ms. Sund is the original occupant in lawful possession of the subject unit is in uncontested. There is no claim that at any time she notified the owner any intent to vacate or terminate her tenancy.⁶ The dispute here revolves whether or not Ms. Sund has continued to permanently reside in her unit.

The word "permanently" is undefined in *Costa-Hawkins* except with reference to subletting and assignment. (See *ibid*; see also §1954.51.) Yet, implicit in the statutory language is that a rent increase is unwarranted absent the creation of a new tenancy. (See § 1954.53 subd. (a) & (d)(2).)

Here, there was no new tenancy: Contrary to the owner's theory of this case and the hearing officer's decision, there is no substantial or admissible evidence that Ms. Sund sublet or assigned the unit at any time since the inception of her tenancy in July, 2008. For the above reasons, subdivision (d)(2) is inapplicable.

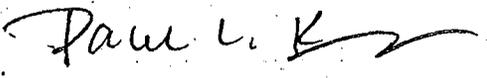
CONCLUSION

For the foregoing reasons, this appeal should be granted.

Dated: January 28, 2019

Respectfully submitted,

LAW OFFICES OF PAUL L. KRANZ

By: 

Paul L. Kranz

⁶ Indeed, as she testified on May 30th and as was earlier stated, she continues to retain personal possessions at 633 Alma Street, receive certain items of mail there, use the shower, occasionally eat, take care of her plants, and so forth.

PROOF OF SERVICE

(Case Number T18-0018)

I, the undersigned, certify and attest as follows:

I am over the age of eighteen years and am not a party to the cause within. My business address is 639 San Gabriel Avenue, Albany, California 94706.

On January 29, 2019, I caused the within:

**NOTICE OF ERRATA AND AMENDED SUBMISSION IN SUPPORT
OF APPEAL OF HEARING OFFICER'S DECISION**

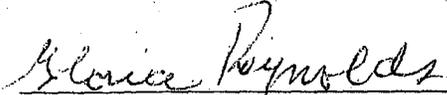
to be served by first class mail, postage prepaid, on Respondent's representatives, addressed as follows:

c/o Russell B. Flynn
Vernon Street Apartments, LP, aka Flynn Family Holdings, LLC
1717 Powell Street # 300
San Francisco, California 94133

Gregory McConnell
The McConnell Group
300 Frank Ogawa Plaza Suite # 460
Oakland, California

Executed Albany, California on January 29, 2019.

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



Gloria Reynolds

Attachment 1

Update

1 message

J. Sund <jesssund@gmail.com>
To: 633alma@gmail.com

Thu, Aug 24, 2017 at 10:19 AM

August 24, 2017

Jessica Sund
633 Alma Ave. #5
Oakland, CA 94610
jesssund@gmail.com

Thomas Preston, Property Supervisor
Alma Apartments, LP
633 Alma Ave.
Oakland, CA 94610
(510) 775-1081
633alma@gmail.com

Dear Mr. Preston,

Please accept this email as written notice that my significant other will be moving into my apartment at 633 Alma Ave. #5, Oakland, CA 94610 this weekend, on August 25th or 26th, 2017. Also, I am pregnant and my baby is expected in October 2017. I am sending this em to you because I do not have a mailing address for you.

Thank you.

Sincerely,
Jessica Sund
(510) 206-5436

8/24/17 T. Preston sent email (above) no reply

8/28/17 T. Preston left vmessage re: did you receive email sent 8/24/17? no reply

8/29/17 T. Preston left vmessage " no reply

Attachment 2

Alma Apartments LP

633 Alma
Oakland, CA

Jessica Sund
633 Alma # 5
Oakland, Ca

August 28, 2017

RE: 633 Alma #5 demand.

Dear Ms. Sund:

Thank you for your email and voicemail.

The fundamental problem with your "request" is that it has been couched as a demand. As you know, the operative lease has a "no subletting/no assignment" clause and a "use/occupancy" provision. Nevertheless, this landlord is typically amendable to accommodate tenants who, in good faith, approach the landlord with a particular need which may justify a relaxation or suspension of a lease covenant. However, you did everything but make a reasonable and proper request. Rather, instead of making a request well in advance of the requested move-in date, and thereafter providing necessary information and documentation to management, you unilaterally stated that your significant other will be moving in the next day.

Please be advised that if he does move in, or has already moved in, your lease and tenancy will be terminated for unlawful subletting. If you would like to re-visit this issue down the road in a more appropriate fashion, then management may be more receptive. Until then however, the "no subletting" clause in the lease will not be waived and shall be strictly enforced.

This is written confirmation that your request has been denied. Should you have any further questions, please review the lease in which you signed and abide by it in its entirety.

Sincerely,



Thomas Preston

Property Supervisor

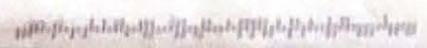
B192
000197

OAKLAND CA 946
SEP 2017 PM 7 L



Jessica Maggie Sund
All Other Campuses
633 Alameda Street #5
Oakland, CA 94610

94610-388705



B193

000198

Attachment 3

THIS NOTICE TO CHANGE TERMS OF TENANCY HEREBY SUPERSEDES AND REPLACES ANY OTHER NOTICE TO CHANGE TERMS OF TENANCY AND/OR ANY OTHER RENT INCREASE NOTICE(S) PREVIOUSLY SERVED UPON YOU.

NOTICE TO CHANGE TERMS OF TENANCY
-RENT INCREASE NOTICE-

To **Jessica Maggie Sund (original occupant), AND ALL SUBTENANTS IN POSSESSION, name(s) unknown**, as well as any other occupant(s) claiming the right to possession of the following residential rental premises:

633 Alma Street, Unit Number 5
City of Oakland, County of Alameda, State of California 94610
--including all associated housing privileges-- (the "Premises")

You are hereby notified that, effective **December 1, 2017**, not less than sixty (60) days after service of this notice is completed upon you, the terms of your tenancy of the Premises will be changed as follows:

The monthly rental thereof will be changed from \$908.67 per month to two thousand ninety five dollars (\$2,095) per month, payable in the advance of the first day each and every month you continue to hold possession of the Premises.

All other terms of the tenancy will remain unchanged.

You are further notified that a negative credit report reflecting on your credit history may be submitted to a credit-reporting agency if you fail to fulfill the terms of your credit obligations.

You are hereby notified that, pursuant to California Civil Code Section 1954.50, *et seq.* (Costa-Hawkins Rental Housing Act), the Premises and/or your tenancy therein are not subject to the City of Oakland's Rent Adjustment Program (Chapter 8.22 of the Oakland Municipal Code) for purposes of this rent increase. The landlord and owner of the Premises contends that the last original occupant, Jessica Maggie Sund, no longer permanently resides at the Premises, and that all current occupants are subsequent occupants and sublessees who commenced occupancy of the Premises on or after January 1, 1996.

Pursuant to the Costa-Hawkins Rental Housing Act (Civil Code Sections 1954.50, et seq.), please note as follows:

Conditions for Establishing the Initial Rental Rate Upon Sublet or Assignment:

(A) Where the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner

may increase the rent by any amount allowed by this section to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. However, such a rent increase shall not be permitted while:

(i) The dwelling or unit has been cited in an inspection report by the appropriate governmental agency as containing serious health, safety, fire, or building code violations, as defined by Section 17920.3 of the California Health and Safety Code, excluding any violation caused by a disaster; and,

(ii) The citation was issued at least 60 days prior to the date of the vacancy; and,

(iii) The cited violation had not been abated when the prior tenant vacated and had remained unabated for 60 days or for a longer period of time. However, the 60-day time period may be extended by the appropriate governmental agency that issued the citation.

(B) This provision shall not apply to partial changes in occupancy of a dwelling or unit where one or more of the occupants of the premises, pursuant to the agreement with the owner, remains an occupant in lawful possession of the dwelling or unit, or where a lawful sublessee or assignee who resided at the dwelling or unit prior to January 1, 1996, remains in possession of the dwelling or unit.

(C) Acceptance of rent by the owner shall not operate as a waiver or otherwise prevent enforcement of a covenant prohibiting sublease or assignment or as a waiver of an owner's rights to establish the initial rental rate unless the owner has received written notice from the tenant that is party to the agreement and thereafter accepted rent.

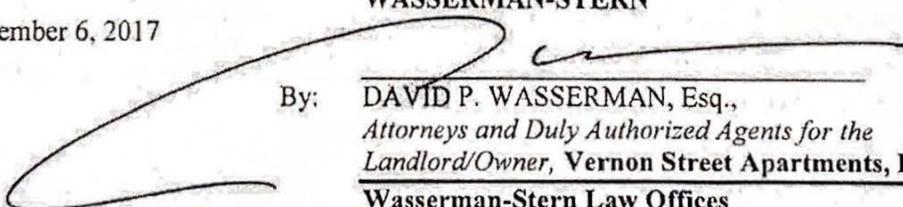
Information regarding this NOTICE may be obtained from the City of Oakland's Rent Adjustment Program. Parties seeking legal advice concerning evictions should consult with an attorney. The Rent Program is located at 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612, 510.238.3721, website: www.oaklandnet.com. Please refer to the attached City of Oakland Rent Adjustment Program *Notice to Tenants of Residential Rent Adjustment Program*.

Rent increases imposed pursuant to the Costa-Hawkins Rental Housing Act are effective upon the expiration of the notice period prescribed by California Civil Code section 827 and are not governed by the Rent Adjustment Program..

Questions about this NOTICE may be directed to the undersigned, who is the agent for the landlord and owner.

Dated: September 6, 2017

WASSERMAN-STERN

By:  DAVID P. WASSERMAN, Esq.,
Attorneys and Duly Authorized Agents for the
Landlord/Owner, Vernon Street Apartments, LP

Wasserman-Stern Law Offices

2960 Van Ness Avenue

San Francisco, CA 94109

Tel. No.: (415) 567-9600

Fax. No.: (415) 567-9696

Email: dwasserman@wassermanstern.com



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Department of Housing and Community Development
 Rent Adjustment Program

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase ("CPI increase") or allowed "banked" rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the owner's petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600). (City Council Ordinance No. 13265 C.M.S.)
- The owner ___ is ___ is not permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit _____, the unit you intend to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in tenant's building, attach a list of units in which smoking is permitted.)
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on _____ (Date) _____ (Tenant's signature)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Attorney Or Party Without Attorney (Name and Address)		Telephone:	FOR COURT USE ONLY	
DAVID P. WASSERMAN, ESQ. (171923) WASSERMAN-STERN LAW OFFICES 2960 Van Ness Avenue, Suite B San Francisco, California 94109		(415) 567-9600		
Attorneys for: 633 ALMA STREET		Ref. No. Or File No.	W2683460	
Insert name of court, judicial district and branch court, if any:				
Plaintiff: 633 ALMA STREET				
Defendant: JESSICA MAGGIE SUND (original occupant)				
POS BY MAIL	Hearing Date:	Time:	Dept./City:	Case Number:

At the time of service I was at least 18 years of age and not a party to this action.

On September 6, 2017, I served the within:

NOTICE TO CHANGE TERMS OF TENANCY - RENT INCREASE NOTICE; NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

on the defendant in the within action by placing a true copy in a sealed envelope with postage fully prepaid for first class in the United States mail at San Francisco, California, addressed as follows:

JESSICA MAGGIE SUND (original occupant); ANY/ALL UNNAMED OCCUPANTS
633 Alma Avenue, Unit 5
Oakland, CA 94610

Person serving:

Scott Lane
Wheels of Justice, Inc.
52 Second Street, Third Floor
San Francisco, California 94105
Phone: (415) 546-6000

a. Fee for service:

d. Registered California Process Server
(1) Employee or independent contractor
(2) Registration No.: 1126
(3) County: San Francisco

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

Date: September 6, 2017

Signature: _____

Scott Lane



Attachment 4

000204

Alma Apartments, LP

633 Alma Ave.
Oakland, CA 94610

August 22, 2017

Jessica Sund
633 Alma Apt. 5
Oakland, CA 94610

Dear Jessica Sund,

In the short time that we have taken over the management and ownership of the building, the managers have noticed and received complaints regarding an overwhelming amount of random visitors coming and going from unit 5. These visitors seem to have access and keys to come and go freely, yet you are not around. What is also troubling is that some of them have been disturbing your neighbors and this is their home.

Your neighbors and your landlord require cooperation and performance of the lease in place. This lease is in your name only. Your lease does not allow for you to sublet or assign any part of the premise.

Please review section 11. USE/OCCUPANCY and also Section 15. ASSIGNMENT AND SUBLETTING in your lease as we believe these are very clear and you have already exceeded the days.

Thank you in advance
Sincerely yours,

Management

000205