

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

May 13, 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
May 13, 2021**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/82985303055>

Or One tap mobile :

US: +13462487799,,82985303055# or +16465588656,,82985303055#

Or Telephone:

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

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

Webinar ID: 829 8530 3055

International numbers available: <https://us02web.zoom.us/j/82985303055>

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” are 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.

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

1. CALL TO ORDER
2. ROLL CALL
3. CONSENT ITEMS
 - a. Approval of Board Minutes, 4/8/2021 and 4/22/2021
4. OPEN FORUM
5. APPEALS*
 - a. T18-0311, Cervantes v. Fong
 - b. T19-0270, Weijnschenk v. LJ California
6. ACTION ITEM
 - a. Election of Board Chair
7. COMMITTEE REPORTS AND SCHEDULING
 - a. None
8. INFORMATION AND ANNOUNCEMENTS
9. ADJOURNMENT

*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

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.

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 (RAP) 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, Cantonés, 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

April 8, 2021

5:00 p.m.

Conducted via Zoom Conference

MINUTES

1. CALL TO ORDER

The HRRRB was called to order at 5:03 p.m. by Board Chair, R. Stone.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
T. Hall	Tenant	X		
R. Auguste	Tenant	X		
H. Flanery	Tenant Alt.			X
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	Owner	X		
T. Williams	Owner			X
B. Scott	Owner Alt.			X
K. Sims	Owner Alt.			X

Staff Present

Oliver Luby	Deputy City Attorney
Linda Moroz	Hearing Officer (RAP)
Harman Grewal	Business Analyst III (HCD)

3. CONSENT ITEMS

a. Approval of Minutes from March 25, 2021.

K. Friedman made a motion to approve the Minutes. R. Auguste seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, A. Graham, K. Friedman

Nay: None

Abstain: A. Devuono-Powell

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The Motion was approved.

4. OPEN FORUM

No one spoke.

5. APPEALS

- a. T19-0186/T19-0235, Didrickson v. Dang
- b. T19-0454, Lee v. Harvest Real Estate
- c. T19-0514, Green v. Mosser Co., Inc.

1) T19-0186/T19-0235, Didrickson v. Dang

Appearances:	Carlos Didrickson	Tenant Appellant
	Eric Right	Tenant Representative
	Ted Dang	Owner

The tenants appealed the Hearing Decision that denied the claim for various decreased housing services. The tenants alleged that the hearing decision did not address the items listed in the March 2019 Notice of Violation and that these items were not repaired. The owner alleged that the items listed in the Notice of Violation were corrected within 30 days after issuance of the Notice of Violation.

After arguments made by the parties, questions to the parties and the Board discussion, K. Friedman moved to uphold the Hearing Decision based on substantial evidence. No member seconded. The motion failed.

A. Graham made an alternative motion to remand the case to the Hearing Officer to address whether the issues raised in the March 19, 2019, Notice of Violation were corrected. R. Stone made a friendly amended to remand the case to the Hearing Officer to address whether the three items listed on the March 19, 2019, Notice of Violation were resolved and to allow the parties to submit evidence as to this issue only. The issue is whether the items listed on the Notice of Violation were resolved and if any of these items constituted reduction of housing service. If these items were not resolved, has there been any reduction in housing services and if so, how much. A. Graham accepted the amendment. R. Stone seconded the motion.

The Board voted as follows:

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

Nay: K. Friedman

Abstain: 0

The Motion carried.

2) T19-0454, Lee v. Harvest Real Estate

RAP staff L. Moroz recused herself for this case and left the meeting before the case began.

Appearances: Chadwick W. Lee Tenant
Daniel Bo Owner

The tenant appealed the Hearing Decision that denied the tenant petition on the ground that some of the decreased housing services were untimely filed and some were denied for lack of evidence and that the tenant did not sustain his burden of proof. The tenant alleged in the appeal that he submitted an evidence packet that was not in the case file at the time of the hearing and the Hearing Officer did not have the evidence packet available at the time of the hearing.

After arguments made by the parties and the Board discussion, K. Friedman made a motion to remand the case to the Hearing Officer to hold an additional hearing and consider the evidence that was submitted but was not included in the case file for the hearing. S. Devuono-Powell seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, R. Stone, A. Graham, S. Devuono-Powell, K. Friedman
Nay: 0
Abstain: 0

The Motion carried.

3) T19-0514, Green v. Mosser Companies, Inc.

Chair R. Stone and A. Graham recused themselves for this case, and member S. Devuono-Powell was the Chair for this case.

Appearances: Morris Green Jr. Tenant
Jackie Zaneri Representative for Tenant
Dennis Miller Representative for Oak9 Properties LP
(new and current owner)
Greg McConnell Representative for Mosser Properties
(former owner in the original hearing)

The parties and the Board engaged in a brief discussion about having two owner representatives. After the discussion, the representatives requested a continuance of this matter to resolve the issue of who should be the owner's representative for this appeal. Specifically, whether it should be the new current owner who was not involved in the original hearing or whether it should be the former owner who was part of the original proceeding. The tenant's representative had no objection to the continuance.

Based on this information, T. Hall made a motion to reschedule the case at the next available date on the Appeals calendar. S. Devuono-Powell seconded.

The Board voted as follows:

Aye: T. Hall, R. Auguste, S. Devuono-Powell, K. Friedman

Nay: 0

Abstain: 0

The Motion carried.

6. ACTION ITEM

a. Election of Board Chair

Chair R. Stone stated that the Board was not going to vote today but would like to keep it on the Agenda for the next meeting.

7. COMMITTEE REPORTS AND SCHEDULING

RAP staff L. Moroz reported to the Board about the RAP's involvement with Oakland public schools in the last few years, the partnership with Oakland Reach, and the RAP's recent workshop in March of 2021, attended by 80 parents from Oakland Unified School District.

8. ADJOURNMENT

The meeting was adjourned at 6:55 p.m. by consensus.

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

April 22, 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		

Staff Present

Braz Shabrell
Oliver Luby
Barbara Kong-Brown
Harman Grewal

Deputy City Attorney
Deputy City Attorney
Senior Hearing Officer (RAP)
Business Analyst III (HCD)

3. CONSENT ITEMS

None.

4. OPEN FORUM

- Assata Olugbala

Ms. Olugbala stated her concern about a recent rules committee meeting regarding two recommended appointments to the Rent Board. There was a request not to put the item on the agenda for two recommended appointments on the grounds that people who currently serve on the Rent Board may not be fair thinking people. She has not seen anything that represents unfairness and is concerned that a statement would be made that the Rent Board is not fair based on the current membership of the Board. She requests that someone look into this and hopes the Board can weigh in on this issue.

- Jackie Zaneri

Ms. Zaneri stated that the Board needs more guidance from the City Attorney and requests that the City Attorney's office provide recommendations, not just case summaries for the appeal cases that come before the Board.

She also commented on one of the appeal cases for hearing before the Rent Board tonight, involving a Costa-Hawkins increase, and stated the amendment allowing rent increases when a tenant does not reside in the unit as their primary residence impacts tenants as it allows interrogation of primary residents which the current law does not allow. This is no time to interrogate tenants during CO-VID and would hurt tenants.

- James Vann, Oakland Tenants Union

Mr. Vann disagrees with Ms. Zaneri, stating there should be no staff recommendations from the City Attorney. He is in favor of the review and summary of each appeal case, stating clearly what the issues are, and what the Board is to decide, and he has seen the Board go off with issues that have nothing to do with the case. He also stated he had trouble logging onto the Zoom hearing.

Mr. Grewal stated that there has been no change in the log-in process and the link is posted on the RAP website.

5. APPEALS

a) T18-0018, Sund v. Vernon Apartments LP

Appearances: Paul Kranz Tenant Representative
Gregory McConnell Owner Representative

J. Zaneri asked to speak on this matter and Chair Stone advised her that her comments were limited to speaking during public forum.

The tenant appellant representative contended that the tenant has continued to occupy the premises, uses the premises, and there has been no subletting of the unit. In August the tenant sent a letter to the owner stating she was having a baby and was moving her boyfriend into her unit to reside there some of the time. The owner response was that it was a lease violation.

The tenant began to stay at her boyfriend's house after the baby was born. She continued to spend time in the apartment. It is undisputed that she was staying primarily with her boyfriend. She continued to pay rent, utilities, and received bills. Her voter address, website, and car are not registered at the address that the owner contends is her permanent address. The investigator concluded the tenant was subletting the unit. However, there was no credible evidence of subletting

Although the owner contends this is not her permanent residence, the tenant testified that she and her boyfriend are not married, and she did not know if the relationship was permanent.

The owner representative contended that the tenant representative misstates the record. Page 6 of the hearing decision states the tenant was living somewhere else for quite some time, listing her address as 3024 California Street. The investigator found that the tenant did not live in the subject unit. The Hearing Officer found that the tenant was not a credible witness, and it is inconceivable that she would leave a two bedroom home to move the baby and her boyfriend into a studio, and cited the tenant's intent to move to the boyfriend's home. The Hearing Officer stated on page 8 of the hearing decision that the tenant's payment of rent alone is insufficient to establish that the apartment is being occupied. There is so much evidence in the record that the tenant did not reside in the subject unit.

The Hearing Officer also conducted a site inspection of the subject unit and saw no food, no toys, no crib, and nothing to indicate the presence of an infant. A diaper was placed strategically on the counter. The Hearing Officer concluded that just paying rent was not enough and the tenant lacked standing to file the petition.

The Rent Board voted to recommend a new regulation that states when a unit is no longer the primary residence of the tenant, the rent can be increased to market. This is consistent with the report sent by the program manager to the City

Council. There are also several Rent Board cases approving rent increases where the tenant continued to pay the rent but was no longer residing in the unit as the principal residence.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, Chair R. Stone moved to remand the hearing decision to the Hearing Officer, with instructions that the tenant had standing to file the petition, and the Hearing Officer is directed to determine whether the rent increase was valid under California Civil Code under §1954.53 (d) (2) based on whether the tenant is no longer a permanent resident of the unit. S. Devuono-Powell seconded. A. Graham offered a friendly amendment to make this a precedent appeal decision regarding standing, which was not accepted by Chair R. Stone.

The Board voted as follows:

Aye: T. Hall, A. Graham, R. Stone, S. Devuono-Powell
Nay: B. Scott, K. Sims
Abstain: None

The Motion carried.

b. T20-0003, Aguilera v. Wong

Appearances: Gerard Lam Owner Representative
Xavier Johnson Tenant Representative
Armando Aguilera Tenant

The owner representative contended that the Hearing Officer applied the wrong rule in determining there was no service of the RAP notice. He cited California Civil Code §1632 (b)(3) as the source of his authority, which states that where a tenant whose naïve language is not English at the inception of the tenancy, the owner should serve the RAP notice in the tenant’s native language.

However, §1632 (h) states the above referenced section does not apply where the tenant is assisted by someone who speaks English. Although the tenant testified that he did not receive the RAP notice in English, the owner testified that it is his practice to serve the RAP notice on each tenant with a rent increase and he tried to offer signed copies of the RAP notice signed by other tenants as evidence of his pattern and practice, but the hearing officer declined to accept his documents. The owner offered a copy of the RAP notice to the tenant who refused to accept the documents.

The owner also questions the rent rollback to the date of the tenant’s original rent.

The tenant representative contended that the Hearing Officer found no evidence of a RAP notice being provided to the tenant in English or Spanish. Even if the owner had a Spanish interpreter, there was no RAP notice provided to the tenant. The Hearing Officer found the tenant to be credible. With 8 rent increases during the past 10 years, the owner did not provide any RAP notices. There was no physical proof that the RAP notice was provided, only the testimony of the tenant and the owner, who has the burden of proof.

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, Chair R. Stone moved to affirm the hearing decision based on substantial evidence. A. Graham seconded.

The Board voted as follows:

Aye: T. Hall, A. Graham, R. Stone, S. Devuono-Powell
B. Scott, K. Sims
Nay: None
Abstain: None

The motion was approved.

c. T20-0123, Drew v. Gaetani

The tenant appellant did not appear at the appeal hearing. Chair R. Stone moved to dismiss the appeal pending a showing of good cause for the tenant's absence. A. Graham seconded.

The Board voted as follows:

Aye: T. Hall, A. Graham, R. Stone, S. Devuono-Powell,
K. Sims, B. Scott
Nay: None
Abstain: None

The motion was approved.

6. ACTION ITEMS

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

7. INFORMATION AND ANNOUNCEMENTS

- a. Board Training

Oliver Luby, Deputy City Attorney, conducted a board training regarding the role of the Board as a Quasi-Judicial Body, Regulatory Body, and the Role of Board Members as Public Officials

8. ADJOURNMENT

The meeting was adjourned at 7:50 p.m. by consensus.

CHRONOLOGICAL CASE REPORT

Case Nos.: T18-0311

Case Name: Cervantes v. Fong

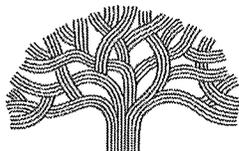
Property Address: 1791 28th Avenue, Oakland CA 94601

Parties: May & Grant Fong (Property Owner)
Maria & Luis Cervantes, (Tenant)
Xavier Johnson, (Tenant Representative)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 17, 2018
Owner Response filed	November 13, 2018
Hearing Decision mailed	October 3, 2019
Owner Appeal filed	October 9, 2019
Corrected Hearing Decision mailed	October 17, 2019
Panel Appeal Decision mailed	March 10, 2020
Remand Decision mailed	December 18, 2020
Owner Appeal filed	December 29, 2020

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CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

JUN 12 PM 3:56

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 Maria Amezcuita and Luis Ayala Cervantes	Rental Address (with zip code) 1791 28th Ave Oakland, CA 94601	Telephone: 510-927-1332
		E-mail:
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) May Lee Fong and Grant Wai Fong	Mailing Address (with zip code) 358 Cerro Ct. Daly City, CA 94015	Telephone: 650-757-2988
		Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone:
		Email:

Number of units on the property: 6

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:**

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<input checked="" type="checkbox"/> (a) The CPI and/or banked rent increase notice I was given was calculated incorrectly.
--

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

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

Date you moved into the Unit: August 2015 Initial Rent: \$ 945 /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: 8/24/17. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>4/26/18</u>	<u>4/26/18</u>	\$ 1200	\$ 1400	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<u>8/24/17</u>	<u>10/3/2017</u>	\$ 945	\$ 1200	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>8/24/17</u>	<u>9/5/2017</u>	\$ 945	\$ 1233	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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* 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.

Maria Amezquita
Tenant's Signature

6-7-18
Date

Luis AYA LA SERVANTES

6-7-18

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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 City of Oakland, Rent Adjustment Program, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612 within the time limit for filing a petition set out in the Rent Adjustment Ordinance, Oakland Municipal Code, Chapter 8.22. Board Staff cannot grant an extension of time to file your petition by phone. For more information, please call: (510) 238-3721.

File Review

Your property owner(s) will be required 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 Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. 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.

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

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

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Tenant Petitioner

Addendum A-Decrease in Services

Description of Decreased Service	Approximate Date this Service was Lost	Date Tenant Notified Landlord and how	Date fixed, if any	Estimated Value to Loss of Service
Electric wiring malfunction; You can see the sparks when you use electric	August 2015	September 2015	N/A	30%
Windows; they do not close in the bedroom and in the living room it is not properly installed	August 2015	September 2015	N/A	20%
Bathroom; the sink has mold, is rotten, and has a bad smell. The bathtub has mold or some kind of black right around it.	August 2015	September 2015	N/A	20%
Kitchen drawers and cabinets; they do not open and close properly	August 2015	September 2015	N/A	8%

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Tenant Petitioner
Maria Amezquita
Luis Ayala Cervantes
1791 28th Ave.
Oakland, CA 94601

Addendum A- Changed Conditions

1. Since their move in July 2015 the rent included the water bill. In June of 2017 the landlord discontinued their water services and tenants were forced to place the water in their name.

PLEASE NOTE: Tenant Petitioner is a monolingual Spanish speaker and requests an interpreter.

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CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA - SUITE 2340 - OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX:(510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD:(510) 238-3254

inspectioncounter@oaklandnet.com

NOTICE OF VIOLATION

4/25/18

Certified and Regular mail

To: Fong Grant W & May L
358 Cerro Ct
Daly City CA 94015

Code Enforcement Case No.: 1801330

Property: 1791 28th Ave

Parcel Number: 25-733-12

Re-inspection Date/Correction Due Date: 6/5/18

Code Enforcement Services inspected your property on 4/23/18 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties--Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code-enforcement action, you are advised to correct the above violations and contact Inspector Hugo Barron, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at hbarron@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

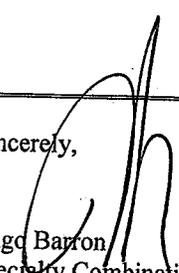
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **6/5/18** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within **60** days from the end of the appeal period. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p> <p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020.1.08.601.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p> <p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder</p>

Sincerely,


Hugo Barron
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00
<i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i>	

Property Address: 1791 28th Ave

Complaint #: 1801330

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section
Trash, debris, building materials, recyclable items, indoor furniture, overgrown vegetation. Remove.	Remove	8.24.020.D
Vehicles parked on the rear lawn. Remove	Remove	8.24.020.F.3

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1.- Drawers of kitchen base cabinets do not open/close properly.	Repair in approved manner	15.08.230.O
2.- Some receptacles in the living room and bathroom do not work.	Repair in approved manner	15.08.260.C
3.- Windows in the bedroom do not open/close properly.	Repair in approved manner.	15.08.230.O

Zoning

Description of Violation	Required Action	OMC Section

Description of Property Maintenance Violations

Property Address:

Complaint #:

Property Maintenance- OMC 8.24.020

Abandoned building or structure (OMC 8.24.020 A)

- A building or structure which is not occupied, inhabited, used, or secured; a building or structure is unsecured when it is unlocked or the public can gain entry without the consent of the owner. OMC 8.24.020 (1)
- Any partially constructed, reconstructed or demolished building or structure upon which work is abandoned - No valid and current building or demolition permit or no substantial work on the project for six months. OMC 8.24.020 (2)

Attractive Nuisance (OMC 8.24.020 B)

- Property which is in an unsecured state so as to potentially constitute an attraction to children, harbor vagrants, criminals, or other unauthorized persons.

A building or structure which is in a state of disrepair (OMC 8.24.020 C)

- Any building or structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings, or insecure foundation, or other cause has become dilapidated or deteriorated. OMC 8.24.020 (1)
- Any building or structure with exterior walls and/or roof coverings which have become so deteriorated as to not provide adequate weather protection and be likely to, or have resulted in, termite infestation or dry rot. OMC 8.24.02 (2)
- Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers. OMC 8.24.020 (3) Violation Location: Front Side Rear/Backyard
- Buildings or structures including but not limited to, walls, windows, fences, signs, retaining walls, driveways, or walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts on neighboring property or presents a risk to public safety i.e. writings, inscriptions, figures, scratches, or other markings referred to as "graffiti" and peeling, flaking, blistering, or otherwise deteriorated paint. OMC 8.24.020 (4)

Property inadequately maintained (OMC 8.24.020 D) Violation Location: Front Side Rear/Backyard

- Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead organic matter, rubbish, junk, garbage animal intestinal waste and urine, and toxic or otherwise hazardous liquids and substances and material - Combustible and noncombustible waste materials, residue from the burning of wood, coal, coke, and other combustible material; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal mineral matter, glass, crockery, and dust; animal feed and the products of and residue from animal quarters. OMC 8.24.020 (1)
- Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety and general welfare. OMC 8.24.020(2)
- Property which is likely to or does harbor rats or other vectors, vermin, feral pet, or other non-domesticated animal nuisances OMC 8.24.020 (3)
- Property which substantially detracts from the aesthetic and economic values of neighboring properties including, but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other publicly trafficked area or such buffering which is inadequately maintained. OMC 8.24.020 (4) and OPC Chapter 17.110
Violation Location: Front Side Rear/Backyard
- Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit issued in accordance with such codes. OMC 8.24.020 (5) Violation Location: Front Side Rear/Backyard
- Matter including but not limited to smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private property and which is determined to be a violation of federal, state, regional, or local air quality regulations. OMC 8.24.020 (6)
Violation Location: Front Side Rear/Backyard
- Property including, but not limited to building facade, window, doorway, driveway, walkway, fence, wall, landscaped planter or area, sidewalk, curb, and gutter, and edge of street pavement on which dirt, litter, vegetation, garbage refuse, debris, flyers, or circulars have accumulated. OMC 8.24.020 (7) Violation Location: Front Side Rear/Backyard
- Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. OMC 8.24.020 (8)

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Property Maintenance (cont'd)

- Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating, dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks. OMC 8.24.020 (9)
- Property on which recyclable materials (goods, vehicles, machinery, appliances, product or article, new or used), are openly stored (not in an enclosed building). OMC 8.24.020 (10) Violation Location: Front Side Rear/Backyard
- Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the dumping of garbage, waste, debris and litter. OMC 8.24.020 (11)

Property which creates a dangerous condition (OMC 8.24.020 E)

- Property having a topography, geology, or configuration which, as a result of grading operations, erosion control, sedimentation control work, or other improvements to said property, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems as to harm or pose a risk of harm to adjacent properties. OMC 8.24.020 (1)
- Property where any condition or object obscures the visibility of public street intersections to the public so as constitute a hazard including, but not limited to, landscaping, fencing, signs, posts, or equipment. OMC 8.24.020 (2)
- Conditions which due to their accessibility to the public pose a hazard including, but not limited to, unused and broken equipment, abandoned wells, shafts, or basements, hazardous or unprotected pools, ponds, or excavations structurally unsound fences or structures, machinery which is inadequately secured or protected, lumber, trash, fences or debris that may pose a hazard to the public, storage of chemicals, gas, oil, or toxic or flammable liquids OMC 8.24.020 (3)

Parking, Storage or Maintenance of Areas Zoned for Residential Use (OMC 8.24.020 F)

- Any construction or commercial equipment, machinery, material, truck or tractor or trailer or other vehicle have a weight exceeding 7,000 pounds, or recyclable materials, except that such items may be temporarily kept within or upon residential property for the time required for the construction of installation of improvements or facilities on the property. OMC 8.24.020 (1) Violation Location: Front Side Rear/Backyard
- Trailers, campers, recreational vehicles, boats, and other mobile equipment for a period of time in excess of 72 consecutive hours in front or side yard area. OMC 8.24.020 (2) Violation Location: Front Side Rear/Backyard
- Any parking, keeping or storing of items in the side or rear yard areas shall be either in an accessory building constructed in accordance with the provisions of this code or in an area which provides for a 5-foot setback from any property line. OMC 8.24.020 (2a) Violation Location: Front Side Rear/Backyard
- 1500 sq. feet or at least 60 percent of the remaining rear yard, whichever is less, must be maintained as usable outdoor recreational space. 8.24.020 (2b)
- No item shall be parked, stored or kept within 5 feet of any required exit, including existing windows. OMC 8.24.020 F. (2c)
- Any motor vehicle which has been wrecked, dismantled or disassembled, or any part thereof, or any motor vehicle which is disabled or which may not be operated because of the need for repairs or for any other reason for a period of time in excess of 72 hours. OMC 8.24.020 (3) Violation Location: Front Side Rear/Backyard
- Any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or other than furniture designed for outdoor activities, appliances, or any parts of any of the listed items for a period of time in excess of 72 hours. OMC 8.24.020 (4) Violation Location: Front Side Rear/Backyard
- Storing or keeping packing boxes, lumber, dirt and other debris, except a allowed by this code for the purpose or construction, in any setback areas visible from public property or neighboring properties for a period of time in excess of 72 hours. OMC 8.24.020 (5) Violation Location: Front Side Rear/Backyard
- No item covered by this section shall be parked, stored, or kept between the front lot line and the front wall of the facility, including the projection of the front wall across the residential property lot line, except where such item is located in an approved driveway or approved parking space. OMC 8.24.020 (6) Violation Location: Front Side Rear/Backyard

Activities Prohibited in Areas Zoned for Residential Uses (OMC 8.24.020 G)

- Wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning or servicing, in any setback area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture or other personal property. OMC 8.24.020 (1)
- Any owner, leasee or occupant of residential property may repair, wash, clean or service any personal property which is owned, leased or rented by such owner, lease or occupant of such property. Any such repairing or servicing performed in any such areas shall be completed within a 72 hours period. OMC 8.24.020 (1a)
- A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property. OMC 8.24.020 (1b)
- A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard which is a legal nonconforming use. OMC 8.24.020 (2c)

- The use of any trailer, camper, recreational vehicle or motor vehicle for living or sleeping quarters in any place in the city, outside of a lawfully operated mobile home park or travel trailer park OMC 8.24.020 (2)
- Guests occupying a trailer, camper, or recreational vehicle upon a residential premise exceeding 72 hours. OMC 8.24.020 (2a)
- Trailer, camper, or recreational vehicles shall not discharge any waste or sewage into the city's sewage system except through the residential discharge connection of the residential premises on which it is parked. OMC 8.24.020 (2b)

Permit Requirement OMC 8.24.020 (H)

- Any use of property which does not have all required permits pursuant to city codes or where such permits have expired or been revoked.

General Conditions (OMC 8.24.020 I)

- Any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance. OMC 8.24.020 (1)
- Any condition of deterioration or disrepair which substantially impacts on the aesthetic or economic value of neighboring properties OMC 8.24.020 (2)

RECEIVED
 NOV 13 2018
 RENT ADJUSTMENT PROGRAM
 OAKLAND

City of Oakland Rent Adjustment Program

Owner Response

Case **T18-0311**
 Property Address **1791 28th Avenue**

Party	Name	Address	Mailing Address
Tenant	Maria & Luis Cervantes (510) 927-1332	1791 28th Avenue Oakland, CA 94601	
Owner	May & Grant Fong 650-757-2988	358 Cerro Court Daly City, CA 94015	

Business Information

Date of which you aquired the building	1-30-2015
Total Number of Units	6
Is there more than one street address on the parcel?	No
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No

Rent History

The tenant moved into the rental unit on	8-24-2017
Initial monthly rent	1233
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	8-24-2017
Is the tenant current on the rent?	No

Exemption

The unit is a single family residence or condominium exempted by the Costa Hawkins Rental Housing Act (California Civil Code 1954.50, et seq.). If claiming exemption under Costa-Hawkins, please answer the following questions:	No
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RECEIVED
 CITY OF OAKLAND
 RENT ADJUSTMENT PROGRAM
 2018 NOV 13 AM 8:46

City of Oakland

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City of Oakland Rent Adjustment Program

Owner Response

Case **T18-0311**
Property Address **1791 28th Avenue**

The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance. No

The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983. No

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction. No

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution. No

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year. No

City of Oakland

2 / 2

Received 600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong Apartment Number 1791
Tenant(s)/Lessee: Maria Amezcua Arce, Luis Cervantes, Jovani Ayala Amezcua
Apartment Number: 1791
Apartment Address: 1791-28th Avenue
City: Oakland, State Ca, Zip 94601
Monthly Rental Rate: \$1700 (with handwritten \$1,233 and \$1,400)
Rental Due Date: 1st of month
Security Deposit: \$3500 (with handwritten 200)
Late Charge: \$75 if not paid by 3rd
Parking Space: 1
Storage Space: 0

81400 from 12/1/17 M.A

- 1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed.
2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER.
3. LATE CHARGE/FEE: The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given.
4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments.
5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.
6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER'S written consent, shall be considered a breach of this agreement.
7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises.
8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S 'Application to Rent/Lease' or attached hereto.
9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT.
10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement.

OWNER acknowledges receipt of the First month's rent of: \$1233 and a Security Deposit of \$2000 for a total payment of \$3433 must pay by 9/1/17

Can Also Deposit to Bank of America Account

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be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

14. SMOKE/CARBON MONOXIDE DETECTORS: The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.

15. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

18. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

19. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

20. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

21. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

24. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

25. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby 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 obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

28. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

AK OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and *OK* RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.



30. ADDITIONS AND EXCEPTIONS: TENANT is responsible for all repairs and replacements of all appliances including refrigerator, stove, and microwave.

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:

Person Authorized To Manage Property:
 Name _____ Address _____
 Phone Number _____
 Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and receipting for all notices and demands.
 Name _____ Address _____
 Phone Number _____
 Person or Entity Authorized to Receive Payment of Rent:
 Name _____ Address _____
 Phone Number _____

32. INVENTORY: The Apartment contains the following items for use by RESIDENT: stove, refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. Proposition 65 Notice: Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm.
 34. Notice is hereby given of the existence of the Residential Rent Arbitration Board (RRAB) and the Rent Arbitration Program of the City of Oakland, the office of which is located at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA, 94612, phone number (510) 238-3721. The Rent Arbitration Program (Oakland Municipal Code, Chapter 8.22) lease addendum is attached to this lease and acknowledged in number 35 below as a lease addendum notifying tenants of the Notice to Tenants regarding Oakland's Rent Adjustment Program. In the event that Owner/Agent elects not to implement an annual rent adjustment, the Owner/agent hereby advises Tenant that Owner/agent elects to bank any such rent adjustment to future year(s) pursuant to the provisions of the Oakland Rent Arbitration Ordinance.

Note: Tenant and Landlord has adopted, and agree to comply with Measure EE "Just Cause Eviction" Ordinance for the City of Oakland, CA, which requires landlords of specified residential properties, the right to evict a tenant only for reasons specified in the measure, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law. Should Tenant violate any portion of the ordinance, Landlord may exercise his/her right to evict tenant for damages, penalties and attorneys' fees.

35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- House Rules
- Laundry Rules
- Mailbox Keys
- Pet Agreement
- Pool Rules
- Apartment Keys
- Garage Door Opener _____
- Notice to Tenants: Oakland's Rent Adjustment Program
- Information About Bed Bugs Sheet

36. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Renter has relied on his own judgment in entering into this agreement.

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

38. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (_____) RESIDENT'S initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(Maria A.) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Spanish
Jovani Ayala _____ Jovani Ayala _____ 08/24/17 _____
 Printed Name of Interpreter Signature of Interpreter Date

Mav Fong _____ 8/24/17 _____
 Owner/Agent Date

 Owner/Agent Date

 Owner/Agent Date

Maria Amezcua 8-24-17 _____
 Resident Date
Luis Ramirez _____
 Resident Date
Jovani Ayala 8-24-17 _____
 Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.



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 1791.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, 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 8-24-17
 (Date)

Maria Amezcua
 (Tenant's signature)

此份屋審(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.



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Departamento de Desarrollo Comunitario y Vivienda
 Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY NO HAY un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el

8-24-17
(Fecha)

Maria Amezcua
(Firma del inquilino)

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.

PROOF OF SERVICE
Case Number T18-0311

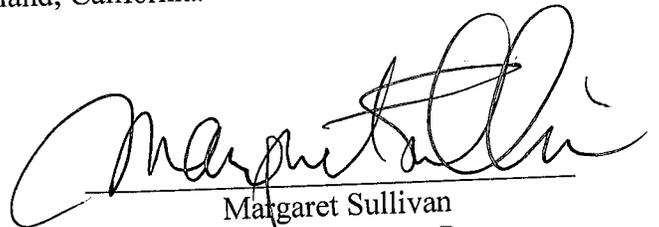
I am a resident of the State of California at least eighteen years of age. I am not a party to the Residential Rent Adjustment Program case listed above. I am employed in Alameda County, California. My business address is 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California 94612.

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

Maria Amezcua and Luis Ayala Cervantes
1791 28th Ave.
Oakland, CA 94601

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 4, 2018** in Oakland, California.



Margaret Sullivan
Oakland Rent Adjustment Program

000037

**CENTRO
LEGAL DE LA
RAZA**

3022 International Boulevard
Suite 410 Oakland, CA 94601
T 510-437-1554
F 510-437-9164

RECEIVED
CIVIL RIGHTS
NEW ADJUSTMENT PROGRAM
2019 APR -9 PM 2:45

April 9, 2019

Analyst Margaret Sullivan
City of Oakland
Rent Adjustment Program
Department of Housing and Community Development
250 Frank H. Ogawa Plaza
Oakland, CA 94612

Via Hand Delivery

RE: Evidence Submission

Dear Analyst Margaret Sullivan:

Please find the evidence submission in support of Case No. T18-0311. Thank you for your attention to this matter. Please contact me if you have any questions or concerns at (510) 947-9912.

In addition, the tenant(s) are requesting a Spanish interpreter for the hearing.

Sincerely,

Xavier Johnson
Legal Fellow
Tenants' Rights Program

Tenant Evidence Submission

<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
A	Rent Receipts	T3 - T17
B	Code Enforcement	T18 - T46
C	Condition (3)	T47 - T50
D		
E		
F		
G		
H		
I		
J		
K		
L		
M		

Tenant Evidence Submission

Exhibit A

CHECKS AND OTHER ITEMS ARE RECEIVED FOR DEPOSIT SUBJECT TO THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE OR ANY APPLICABLE COLLECTION AGREEMENT.

DEPOSIT TICKET
Grant Wai Fong
May Lee Fong
358 Cerro Ct (650) 757-2988
Daly City, CA 94015

1791

11-35/1210
893

C
H
E
C
K
S

CASH

990

DATE Nazaria Nevarez
DEPOSITS MAY NOT BE AVAILABLE FOR IMMEDIATE WITHDRAWAL

CHECKS OR TOTAL FROM OTHER SIDE -

SIGN HERE IF CASH RECEIVED FROM DEPOSIT

TOTAL ITEMS

SUB TOTAL -

LESS CASH -

1,200

Bank of America
San Carlos
760 Laurel St
San Carlos CA
650.824.4183

9/5
48

NET DEPOSIT \$

990

DO NOT USE DEPOSIT TICKET ROUTING FOR AUTOMATIC PAYMENTS. USE VOIDED CHECK
⑆ 5 10000655⑆ 0893⑆ 03533⑆

Bank of America



**Customer
Receipt**

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time of Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America.

Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

12/03/2015 16:43 NEA 100281 R540930135
Acct# *****3533 CC 0000546 Tr 00006

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef# F3909DBMC4668ABRAF

Member FDIC
95-14-2005B 10-2012

Bank America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

01/04/2016 17:40 NCA T00437 R540930135
Acct# *****3533 CC 0000546 Tlr 00007

Total Deposit To CHK \$940.00

Available Now \$940.00

IntRef# F3909DB C4648A7525

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

05/05/2016 16:42 NCA T00127 R540930135
Acct# *****3533 CC 0001848 Tlr 00001

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef# F3909VX4MC468ABBAFR

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

06/06/2016 14:36 NCA T00433 R540930135
Acct# *****3533 CC 0000546 Tlr 00010

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef# F3909VX4MC468ABBAFR

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

08/05/2016 12:36 NCA T00123 R540930135
Acct# *****3533 CC 000046 Tlr 00006

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef# F3909VX4MC46688BAFR

Member FDIC
95-14-2005B 10-2012



Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

09/06/2016 18:10 NCA T00420 R540930135
Acct# *****3533 CC 0000546 Tlr 00009

Total Deposit To CHK \$945.00
Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012



Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
Thank you for banking with Bank of America.
Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

09/06/2016 09:06 NCA T00006 R540930135
Acct# *****3533 CC 0000546 Tlr 00009

Total Deposit To CHK \$945.00
Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012



Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
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Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

11/04/2016 13:07 NCA T00118 R540930133
Acct# *****3533 CC 0000546 Tlr 00005

Total Deposit To CHK \$945.00
Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America. Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

01/06/2017 17:59 NCA T00245 R540930135
Acct# *****3533 CC 0000546 Tlr 00003

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef F3909VX4NC4668A88AF8

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America. Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

03/06/2017 13:34 NCA T00357 R540930135
Acct# *****3533 CC 0000546 Tlr 00005

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef F3909VX4NC4668A88AF8

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

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Tran: 00356 03/06/2017 13:33
Entity NCA CC 0000546 Tlr 00005
Acct Type CHK *****0477
Electronic Withdrawal \$480.00
Available Balance 1,203.66

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

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04/04/2017 16:45 NCA T00297 R540930135
Acct# *****3533 CC 0000546 Tlr 00010

Total Deposit To CHK \$945.00

Available Now \$945.00

Member FDIC
95-14-2005B 10-2012

000045
F3909VX4NC4668A88AF8

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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05/05/2017 17:31 NCA T0025

40 R540930135

Acct# *****3533 CC 0000546 Tlr 00004

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

06/05/2017 16:57 NCA T00300 R540930135

Acct# *****3533 CC 0000546 Tlr 00010

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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07/05/2017 14:01 NCA T002020 R540930135

Acct# *****3533 CC 0000546 Tlr 00009

Total Deposit To CHK \$945.00

Available Now \$945.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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09/05/2017 14:31 NCA T004560 R540930135

Acct# *****3533 CC 0000546 Tlr 00009

Total Deposit To CHK \$633.00

Available Now \$633.00

IntRef F3909VX4MC4668A88AF8

Member FDIC
95-14-2005B 10-2012

000046

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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10/03/2017 11:32 NCA T00021 R540930135
Acct# *****3533 CC 0000546 Tlr 00003

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

IntRef F3909VX4N7AC00TX74063

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Thank you for banking with Bank of America. Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

11/04/2017 13:16 NCA T00410 R540930135
Acct# *****3533 CC 0000546 Tlr 00010

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

IntRef F3909VX4N7AC00TX74063

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Tran 00019 12/05/2017 09:23
Entity NCA CC 0000546 Tlr 00009
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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12/05/2017 09:22 NCA T00018 R540930135
Acct# *****0477 CC 0000546 Tlr 00009

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,205.21

IntRef 1V9T6OFF8N7A4T36UC09A

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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01/05/2018 17:33 NCA T00254 R540930135
Acct# *****0477 CC 0000546 T1r 00005

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,375.03

IntRef 1V9T6OFF8M7A4T366UC09A

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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Tran 00255 01/05/2018 17:33
Entity NCA CC 0000546 T1r 00005

From CHK Account *****0477

To CHK Account *****3533

Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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02/05/2018 16:39 NCA T00465 R540930135
Acct# *****0477 CC 0000546 T1r 00006

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,207.05

IntRef 1V9T6OFF8M7A4T366UC09A

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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02/05/2018 16:41 NCA T00466 R540930135
Acct# *****0477 CC 0000546 T1r 00006

Total Deposit To CHK \$259.92

Credit Pending Posts on 02/05/2018

Available Now \$0.00

Available Balance 07.05

IntRef 1V9T6OFF8M7A4T366UC09A

Member FDIC
95-14-2005B 10-2012

000048

Bank of America

Customer Receipt

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Tran 00467 02/05/2018 16:44
Entity NCA CC 0000546 Tlr 00006
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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03/05/2018 13:33 NCA T00163 R540930135
Acct# *****0477 CC 0000546 Tlr 00005
Total Deposit To CHK \$300.00
Available Now \$300.00
Available Balance 302.79
IntRef 1V9T6DFF0MC3X059V527X

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Tran 00162 03/05/2018 13:31
Entity NCA CC 0000546 Tlr 00005
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

Bank of America

Customer Receipt

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Tran 00190 04/05/2018 13:52
Entity NCA CC 0000546 Tlr 00010
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

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03/05/2018 13:30 NCA T00161 R540930135
Acct# *****0477 CC 0000546 Tlr 00005

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,202.77

IntRef 1V9T6OFF8M7A4T366VC09A

Member FDIC
95-14-2005B 10-2012

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04/05/2018 13:52 NCA T00189 R540930135
Acct# *****0477 CC 0000546 Tlr 00010

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,208.83

IntRef 1V9T6OFF8M7A4T366VC09A

Member FDIC
95-14-2005B 10-2012

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05/04/2018 17:54 NCA T00342 R540930135
Acct# *****0477 CC 0000546 Tlr 00005

Total Deposit To CHK \$1,220.00

Available Now \$1,220.00

Available Balance 1,209.26

IntRef 1V9T6OFF8M7A4T3672A20F

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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06/07/2018 10:14 NCA T00037 R540930135
Acct# *****0477 CC 0000546 Tlr 00008

Total Deposit To CHK \$1,225.00

Available Now \$1,225.00

Available Balance 1,497.09

IntRef 1V9T6OFF8M7A4T3673V894

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.

Thank you for banking with Bank of America. Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

07/09/2018 11:50 NCA T00

113 R540930135
Acct# *****0477 CC 0000546 Tlr 00008

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

IntRef 1V9T60FF8M7A4T366VC09A

Member FDIC
95-14-2005B 10-2012

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Tran 00490 08/06/2018 17:14

Entity NCA CC 0000546 Tlr 00008

From CHK Account *****0477

To CHK Account *****3533

Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

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Tran 00068 09/07/2018 11:28

Entity NCA CC 0000546 Tlr 00008

From CHK Account *****0477

To CHK Account *****3533

Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

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09/07/2018 11:27 NCA T00067 R540930135
Acct# *****0477 CC 0000546 Tlr 00008

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,201.80

IntRef 1V9T60FF8M7A4T366VC09A

Member FDIC
95-14-2005B 10-2012

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Please retain this receipt until you receive your account statement.
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10/05/2018 17:45 NCA T00264 R540930135
Acct# *****0477 CC 0000546 Tlr 00008

Total Deposit To CHK \$1,210.00
Available Now \$1,210.00
Available Balance 1,200.07
IntRef 1U9T6OFF8M7A4T36703146

Member FDIC

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

Please retain this receipt until you receive your account statement.
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Tran 00265 10/05/2018 17:46
Entity NCA CC 0000546 Tlr 00008
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Tran 00241 11/05/2018 16:15
Entity NCA CC 0000546 Tlr 00007
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

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Tran 00055 12/05/2018 11:46
Entity NCA CC 0000546 Tlr 00006
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Tran 00242 01/04/2019 18:24
Entity NCA CC 0000546 Tlr 00004
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

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Save time with fast, reliable deposits, withdrawals, transfers and more at thousands of convenient ATM locations.

Tran 00095 02/05/2019 12:56
Entity NCA CC 0000546 Tlr 00006
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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02/05/2019 12:55 NCA T00094 R340930135
Acct# *****0477 CC 0000546 Tlr 00004
Total Deposit To CHK \$1,200.00
Available Now \$1,200.00
Available Balance 1,202.49
IntRef 109T6OFFBK7A4T366V09A

Member FDIC
95-14-2005B 10-2012

All items are credited subject to verification, collection, and conditions of the Rules and Regulations of this Bank and as otherwise provided by law. Payments are accepted when credit is applied to outstanding balances and not upon issuance of this receipt. Transactions received after the Bank's posted cut-off time or Saturday, Sunday, and Bank Holidays, are dated and considered received as of the next business day.

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Tran 00014 03/06/2019 09:19
Entity NCA CC 0000546 Tlr 00004
From CHK Account *****0477
To CHK Account *****3533
Total Deposit \$1,200.00

Member FDIC
95-14-2005B 10-2012

Bank of America 

**Customer
Receipt**

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03/06/2019 09:17 NCA T00013 R540930135

Acct# *****0477 CC 0000546 Tr 00004

Total Deposit To CHK \$1,200.00

Available Now \$1,200.00

Available Balance 1,268.95

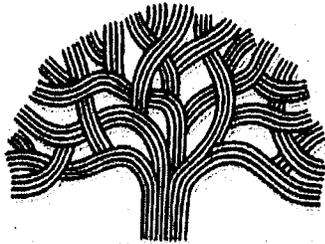
INSTR 109T6OFF8H7A4T366VC09A

Member FDIC
95-14-2005B 10-2012

Tenant Evidence Submission

Exhibit B

Update Results



CITY OF OAKLAND

Complaint History with Inspection Log

RECORD_MODULE = Enforcement
 CONTACT_TYPE = Complainant, Lienee, Neighbor, Occupant/Tenant, Tenant/Occupant, Vendor
 CONTACT_TYPE = Blank
 ADDR_PARTIAL : Begins With 99999
 APN = 025 073301200
 DATE_OPENED >= 1/1/1980
 DATE_OPENED <= 12/31/2020

Record ID: 0902467

Address: 1783 28TH AVE

APN: 025 073301200

Unit #:

Description: PILOT ON HEATER GOES OUT AND GAS IS ESCAPING/ ELECTRICAL OUTLETSEXPOSED/ TILES IN BATHROOM MISSING AND BROKEN/ STOVE VENT EXPOSED.

Date Opened: 4/29/2009

Record Status: Abated

Record Status Date: 5/29/2009

Job Value: \$0.00

Requestor: SHAVON

Job Value: \$0.00

Requestor:

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
1/20/2016	Hugo Barron	1st Inspection	Violation Verified	
2/22/2016	Hugo Barron	Follow-up Inspection	Partially Abated	
3/29/2016	Hugo Barron	Follow-up Inspection	Abated	
		1st Inspection	Pending	

Record ID: 16FD00018

Address: 1783 28TH AVE, BLDG 1791

APN: 025 073301200

Unit #: 1791

Description: For Apartment 1791: Window in Unit not working Electrical receptacles in bathroom and living are not working

Date Opened: 3/3/2016

Record Status: Non-Actionable

Record Status Date: 3/30/2016

Job Value: \$0.00

Requestor:

Business Name:

License #:

Inspection Date	Inspector Name	Inspection Type	Status / Result	Result Comments
-----------------	----------------	-----------------	-----------------	-----------------

3/29/2016

Hugo Barron

1st Inspection
1st Inspection

No Violations
Pending

Record ID: 1801330

Address: 1783 28TH AVE, ##1791

APN: 025 073301200

Unit #: #1791

Description: Tenant Complaint #1791: Water Infiltration Into unit. Not sure if roof leaking or it is due plumbing issues

Date Opened: 4/19/2018

Record Status: Abated

Record Status Date: 7/6/2018

Job Value: \$0.00

Requestor:

: Luis Ayala

Business Name:

License #:

Inspection Date

Inspector Name

Inspection Type

Status / Result

Result Comments

4/23/2018

Hugo Barron

1st Inspection

Violation Verified

6/5/2018

Hugo Barron

Follow-up Inspection

Partially Abated

7/5/2018

Hugo Barron

Follow-up Inspection

Abated

For real-time, direct access to
information via the Internet, 24 hours a
day - <https://aca.accela.com/oakland>

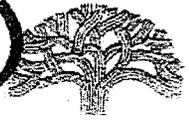
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7018 0040 0000 3504 8837

CITY OF OAKLAND
Planning and Building Department
250 Frank H. Ogawa Plaza, Suite 2340
Oakland, CA 94612-2031



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2

FONG GRANT W & MAY L
358 CERRO ST
DALY CITY CA 94015

1801330/1783 28th AVE | 1791 28th AVE | 24/25/2018/TIAGO JOHNSON

571-22 (10/14)

FN
5-18
5-23

21 of 50

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CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncounter@oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

NOTICE OF VIOLATION

4/25/18

Certified and Regular mail

To: Fong Grant W & May I,
358 Cerro Ct
Daly City CA 94015

Code Enforcement Case No.: 1801330
Property: 1783 28th Avenue (1791 28th Ave)
Parcel Number: 25-733-12
Re-inspection Date/Correction Due Date: 6/5/18

Code Enforcement Services inspected your property on 4/23/18 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below are present and need to be addressed as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.
- Investor Owned Program - Per OMC 8.58
- Foreclosed and Defaulted Properties - Per OMC 8.54

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector **Hugo Barron**, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at hbarron@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

Note: If a complaint is filed regarding the same or similar violation(s) and it is confirmed within 24 months from the date of this notice an immediate assessment of \$1,176.00 will be charged as a Repeat Violation. In addition, if violation(s) remain uncorrected after you receive a 30-day Notice of Violation, further enforcement action(s) will include additional fees.

- If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00.
- The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00.
- Priority Lien fees in the amount of \$1,349.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims Court.
- The Notice of Violation may be recorded on your property with associated fees for processing and recording.

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **6/5/18** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

Note: The appeal period may be reduced based on prior noticing i.e., Courtesy notice, Repeat Violation and the Property Owner Certification on record.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the end of the appeal period. A filing fee in the amount of **\$110.00** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Investor-Owned Residential Property OMC 8.58	Foreclosed and Defaulted OMC 8.54
<p>Administrative/Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p>	<p>Civil penalties will be Assessed for failure to abate (OMC Sections 8.24.020, 1.08.60, 1.12). Penalties may be assessed for up to 21 days at \$1,000 a day. You will be notified separately if penalties have accrued.</p>
<p>Nuisance Abatement Lien (Notice of Violation) A Nuisance Abatement Lien may be filed with the Alameda County Clerk-Recorder for recordation on the property title which shall have the force, effect and priority of a Judgment Lien. The Nuisance Abatement Lien may be foreclosed by an action brought by the City of Oakland for a money judgment.</p>	<p>(Priority Lien) (OMC 8.54.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder.</p>
<p>(Priority Lien) (OMC 8.58.430) A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder.</p>	

Sincerely,

Hugo Barron
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

cc:

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00
<i>Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee</i>	

Property Address: 1783 28th Avenue (1791 28th Ave)

Complaint #: 1801330

Property Maintenance (Blight) - (Checklist of Violations attached)

Description of Violation	Required Action	OMC Section
Trash, debris, building materials, recyclable items, indoor furniture, overgrown vegetation. Remove.	Remove	8.24.020.D
Vehicles parked on the rear lawn. Remove	Remove	8.24.020.F.3

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1.- Drawers of kitchen base cabinets do not open/close properly.	Repair in approved manner	15.08.230.O
2.- Some receptacles in the living room and bathroom do not work.	Repair in approved manner	15.08.260.C
3.- Windows in the bedroom do not open/close properly.	Repair in approved manner.	15.08.230.O

Zoning

Description of Violation	Required Action	OMC Section

Description of Property Maintenance Violations

Property Address: 1783 28th Avenue (1791 28th Ave)

Complaint #: 1801330

Property Maintenance— OMC 8.24.020

Abandoned building or structure (OMC 8.24.020 A)

- A building or structure which is not occupied, inhabited, used, or secured; a building or structure is unsecured when it is unlocked or the public can gain entry without the consent of the owner. OMC 8.24.020 (1)
- Any partially constructed, reconstructed or demolished building or structure upon which work is abandoned - No valid and current building or demolition permit or no substantial work on the project for six months. OMC 8.24.020 (2)

Attractive Nuisance (OMC 8.24.020 B)

- Property which is in an unsecured state so as to potentially constitute an attraction to children, harbor vagrants, criminals, or other unauthorized persons.

A building or structure which is in a state of disrepair (OMC 8.24.020 C)

- Any building or structure which by reason of rot, weakened joints, walls, floors, underpinning, roof, ceilings, or insecure foundation, or other cause has become dilapidated or deteriorated. OMC 8.24.020 (1)
- Any building or structure with exterior walls and/or roof coverings which are become so deteriorated as to not provide adequate weather protection and are likely to, or have resulted in, termite infestation or dry rot. OMC 8.24.02 (2)
- Buildings or structures with broken or missing windows or doors which constitute a hazardous condition or a potential attraction to trespassers 8.24.020 (3) Violation Location: Front Side Rear/Backyard
- Buildings or structures including but not limited to, walls, windows, fences, signs, retaining walls, driveways, or walkways which are obsolete, broken, deteriorated, or substantially defaced to the extent that the disrepair visually impacts on neighboring property or presents a risk to public safety i.e. writings, inscriptions, figures, scratches, or other markings referred to as "graffiti" and peeling, flaking, blistering, or otherwise deteriorated paint. OMC 8.24.020 (4)

Property inadequately maintained (OMC 8.24.020 D) Violation Location: Front Side Rear/Backyard

- Property which is not kept clean and sanitary and free from all accumulations of offensive matter or odor including, but not limited to, overgrown or dead or decayed trees, weeds or other vegetation, rank growth, dead organic matter, rubbish, junk, garbage animal intestinal waste and urine, and toxic or otherwise hazardous liquids and substances and material - Combustible and noncombustible waste materials, residue from the burning of wood, coal, coke, and other combustible material; paper, rags, cartons, boxes, wood, excelsior, rubber, leather, tree branches, yard trimmings, hay, straw, tin cans, metal mineral matter, glass, crockery, and dust; animal feed and the products of and residue from animal quarters. OMC 8.24.020 (1)
- Property which constitutes a fire hazard or a condition considered dangerous to the public health, safety and general welfare. OMC 8.24.020(2)
- Property which is likely to or does harbor rats or other vectors, vermin, feral pet, or other non-domesticated animal nuisances OMC 8.24.020 (3)
- Property which substantially detracts from the aesthetic and economic values of neighboring properties including, but not limited to, personal property and wares and foodstuffs, premises garbage and refuse receptacles, and commercial and industrial business activities which are inadequately buffered from any street, sidewalk, or other publicly trafficked area or such buffering which is inadequately maintained. OMC 8.24.020 (4) and OPC Chapter 17.110
Violation Location: Front Side Rear/Backyard
- Landscaping which is inadequately maintained or which is not installed as required by city codes or any permit issued in accordance with such codes. OMC 8.24.020 (5) Violation Location: Front Side Rear/Backyard
- Matter including but not limited to smoke, odors, dust, dirt, debris, fumes, and sprays which is permitted to be transported by wind or otherwise upon any street, course, alley, sidewalk, yard, park, or other public or private property and which is determined to be a violation of federal, state, regional, or local air quality regulations. OMC 8.24.020 (6)
Violation Location: Front Side Rear/Backyard
- Property including, but not limited to building facade, window, doorway, driveway, walkway, fence, wall, landscaped planter or area, sidewalk, curb, and gutter, and edge of street pavement on which dirt, litter, vegetation, garbage refuse, debris, flyers, or circulars have accumulated. OMC 8.24.020 (7) Violation Location: Front Side Rear/Backyard
- Property on which a swimming pool, pond, stream, or other body of water which is abandoned, unattended, unfiltered, or not otherwise maintained, resulting in the water becoming polluted. OMC 8.24.020 (8)

You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: 6/5/18 you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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**Investor-Owned Residential Property
OMC 8.58**

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Nuisance Abatement Lien (Notice of Violation)

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(Priority Lien) (OMC 8.58.430)

A Constructive notice of the pendency of a collection action for an Assessment to all other interested parties shall be established on the date a lien is recorded by the Alameda County Clerk-Recorder

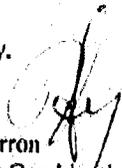
**Foreclosed and Defaulted
OMC 8.54**

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(Priority Lien) (OMC 8.54.430)

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Sincerely,


Hugo Barron
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
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cc:

Administrative Hearing Fees

Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

Fee Includes 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Property Maintenance (cont'd)

- Parking lots, driveways, paths, and other areas used or intended to be used for commercial and industrial business activities including, but not limited to, selling, manufacturing, processing, packaging, fabricating, treating, dismantling, processing, transferring, handling, transporting, storing, compounding, or assembling which are inadequately maintained and pose a risk of harm to public health or safety including, but not limited to, unpaved surfaces which generate fugitive dust and paved surfaces with cracks, potholes, or other breaks. OMC 8.24.020 (9)
- Property on which recyclable materials (goods, vehicles, machinery, appliances, product or article, new or used), are openly stored (not in an enclosed building). OMC 8.24.020 (10) Violation Location: Front Side Rear/Backyard
- Property which is not securely fenced or adequately lighted to prevent illegal access and activity related to the dumping of garbage, waste, debris and litter. OMC 8.24.020 (11)

Property which creates a dangerous condition (OMC 8.24.020 E)

- Property having a topography, geology, or configuration which, as a result of grading operations, erosion control, sedimentation control work, or other improvements to said property, causes erosion, subsidence, unstable soil conditions, or surface or subsurface drainage problems as to harm or pose a risk of harm to adjacent properties. OMC 8.24.020 (1)
- Property where any condition or object obscures the visibility of public street intersections to the public so as constitute a hazard including, but not limited to, landscaping, fencing, signs, posts, or equipment. OMC 8.24.020 (2)
- Conditions which due to their accessibility to the public pose a hazard including, but not limited to, unused and broken equipment, abandoned wells, shafts, or basements, hazardous or unprotected pools, ponds, or excavations structurally unsound fences or structures, machinery which is inadequately secured or protected, lumber, trash, fences or debris that may pose a hazard to the public, storage of chemicals, gas, oil, or toxic or flammable liquids OMC 8.24.020 (3)

Parking, Storage or Maintenance of Areas Zoned for Residential Use (OMC 8.24.020 F)

- Any construction or commercial equipment, machinery, material, truck or tractor or trailer or other vehicle have a weight exceeding 7,000 pounds, or recyclable materials, except that such items may be temporarily kept within or upon residential property for the time required for the construction of improvements or facilities on the property. OMC 8.24.020 (1) Violation Location: Front Side Rear/Backyard
- Trailers, campers, recreational vehicles, boats, and other mobile equipment for a period of time in excess of 72 consecutive hours in front or side yard area. OMC 8.24.020 (2) Violation Location: Front Side Rear/Backyard
- Any parking, keeping or storing of items in the side or rear yard areas shall be either in an accessory building constructed in accordance with the provisions of this code or in an area which provides for a 5-foot setback from any property line. OMC 8.24.020 (2a) Violation Location: Front Side Rear/Backyard
- 1500 sq. feet or at least 60 percent of the remaining rear yard, whichever is less, must be maintained as usable outdoor recreational space. 8.24.020 (2b)
- No item shall be parked, stored or kept within 5 feet of any required exit, including existing windows. OMC 8.24.020 F. (2c)
- Any motor vehicle which has been wrecked, dismantled or disassembled, or any part thereof, or any motor vehicle which is disabled or which may not be operated because of the need for repairs or for any other reason for a period of time in excess of 72 hours. OMC 8.24.020 (3) Violation Location: Front Side Rear/Backyard
- Any refrigerator, washing machine, sink, stove, heater, boiler, tank or any other household equipment, machinery, furniture, or other than furniture designed for outdoor activities, appliances, or any parts of any of the listed items for a period of time in excess of 72 hours. OMC 8.24.020 (4) Violation Location: Front Side Rear/Backyard
- Storing or keeping packing boxes, lumber, dirt and other debris, except a allowed by this code for the purpose or construction, in any setback areas visible from public property or neighboring properties for a period of time in excess of 72 hours. OMC 8.24.020 (5) Violation Location: Front Side Rear/Backyard
- No item covered by this section shall be parked, stored, or kept between the front lot line and the front wall of the facility, including the projection of the front wall across the residential property lot line, except where such item is located in an approved driveway or approved parking space. OMC 8.24.020 (6) Violation Location: Front Side Rear/Backyard

Activities Prohibited in Areas Zoned for Residential Uses (OMC 8.24.020 G)

- Wrecking, dismantling, disassembling, manufacturing, fabricating, building, remodeling, assembling, repairing, painting, washing, cleaning or servicing, in any setback area of any airplane, aircraft, motor vehicle, boat, trailer, machinery, equipment, appliance or appliances, furniture or other personal property. OMC 8.24.020 (1)
- Any owner, leasee or occupant of residential property may repair, wash, clean or service any personal property which is owned, leased or rented by such owner, lease or occupant of such property. Any such repairing or servicing performed in any such areas shall be completed within a 72 hours period. OMC 8.24.020 (1a)
- A vehicle or part thereof which is completely enclosed within a building in a lawful manner where it is not visible from the street or other public or private property. OMC 8.24.020 (1b)
- A vehicle or part thereof which is stored or parked in a lawful manner on private property in connection with the business of a licensed dismantler, licensed vehicle dealer or a junkyard which is a legal nonconforming use. OMC 8.24.020 (2c)

- The use of any trailer, camper, recreational vehicle or motor vehicle for living or sleeping quarters in any place in the city, outside of a lawfully operated mobile home park or travel trailer park OMC 8.24.020 (2)
- Guests occupying a trailer, camper, or recreational vehicle upon a residential premise exceeding 72 hours. OMC 8.24.020 (2a)
- Trailer, camper, or recreational vehicles shall not discharge any waste or sewage into the city's sewage system except through the residential discharge connection of the residential premises on which it is parked. OMC 8.24.020 (2b)

Permit Requirement OMC 8.24.020 (11)

- Any use of property which does not have all required permits pursuant to city codes or where such permits have expired or been revoked.

General Conditions (OMC 8.24.020 1)

- Any condition which is detrimental to the public health, safety or general welfare or which constitutes a public nuisance. OMC 8.24.020 (1)
- Any condition of deterioration or disrepair which substantially impacts on the aesthetic or economic value of neighboring properties OMC 8.24.020 (2)



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning & Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

inspectioncenter@oaklandnet.com

(510) 238-6402

FAX: (510) 238-2950

TDD: (510) 238-3254

Request for Service: Tenant Complaint

Property Address: 1745 28th Ave
Complaint No. 1801220 Inspector: Y. J. J. J.
Complainant's Name: Jessie Oyama
Owner Manager: _____

Unit No. 177 Inspection Date: 4/1/12
Phone No. 238-6617
Phone No. [REDACTED]
Phone No. _____

INSPECTION: PROPERTY MAINTENANCE

- Overgrown vegetation. front yard (Include Federal?)
- Trash & debris. front yard
- Lack of/inadequate garbage service.
- Unapproved open storage
- Unapproved parking Vehicle on Rear Yard

- Window defects:
- Lack of window egress:
- Lacks of light ventilation:
- Mice rodents roaches:
- Roof leaking/damaged:
- Doors locks:
- Stairs decks railing:
- Exterior walls windows trim:
- Blocked exits:
- No resident manager (required 16 units or more)
- Unpermitted work:
- Unpermitted work:
- Unlicensed residential unit.

BUILDING MAINTENANCE

- Electrical:
- Plumbing:
- Plumbing leak:
- Clogged sink toilet:
- Building sewer blockage:
- Lack of/defective heating system.
- Mechanical:
- Wall ceiling floor defects.

Missing/inoperative smoke/carbon monoxide detectors:

Others: Water in room with mold on wall
Others: Water in room with mold on wall
Others: Water in room with mold on wall

Surface mold present on bedroom wall
See brochure for remediation guidelines (Description required, e.g. bedroom wall under window, tub ceiling)

Note: Items identified on this form above are for investigation purposes only. If they are determined to be code violations, they will be specified in an official Notice of Violation by the inspector.

Complainant Only: I certify that I have notified the owner/manager of the above identified item(s) and I will allow the owner or agents with proper notice as governed by State law to enter my unit in order to make all necessary repairs.

Signature: _____ Date: 4/1/12

County Assessor Display

1801330

Assessor Parcel Record for APN 025- -0733-012-00

1791

Parcel Number:	25-733-12
Property Address:	1783 28TH AVE, OAKLAND 94601
Owner Name:	FONG GRANT W & MAY L
Care of:	
Attention:	
Mailing Address:	358 CERRO CT, DALY CITY CA 94015-4087
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2015-026559
Recorder Date:	1/30/2015
Mailing Address Effective Date:	1/30/2015
Last Document Input Date:	3/18/2015
Deactivation Date:	
Exemption Code:	

- [Home](#)
- [Enter Assessor Parcel Number](#)
- [Property List](#)
- [Assessments](#)
- [Property Details](#)
- [GIS Parcel Map](#)
- [Alameda County Web Site](#)
- [Use Codes](#)

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Domestic Mail Only

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OFFICIAL USE

<p style="font-size: small;">Certified Mail Fee</p> <p style="font-size: x-small;">Extra Services & Fees (from www.usps.com)</p> <p><input type="checkbox"/> Return Receipt (hardcopy) \$</p> <p><input type="checkbox"/> Restricted Delivery \$</p> <p><input type="checkbox"/> Signature Confirmation \$</p> <p><input type="checkbox"/> Insured Mail (over \$500) \$</p> <p><input type="checkbox"/> Registered Mail \$</p> <p><input type="checkbox"/> Signature Required Delivery \$</p>	<p style="text-align: right; font-size: small;">Postage & Fees</p>
---	--

FONG GRANT W & MAY L
358 CERRO ST
DALY CITY CA 94015

1801330/1783 28th AVE/1791 28th AVE/04/25/2018/TIAGO JOHNSON
30 of 50

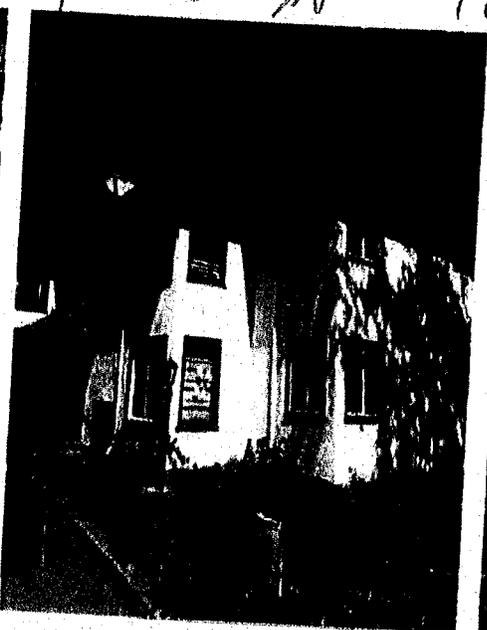
PS Form 3800, April 2015 PSN 753002000 0247 See Reverse for Instructions

000067

4-23-18

1791 28th N

1801330



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FONG, GRANT W. & MARY L.
358 CERRO CT.
DAILY CITY, CA 94015
1600176 / HB / AL / 1/21/16



9590 9403 0910 5223 6562 44

2. Article Number (Transfer from service label)

7015 0640 0003 5366 0392

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

1-23-16

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

1783 28th Ave

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building

Building Permits, Inspections and Code Enforcement Services

www.oaklandnet.com

(510) 238-6402

FAX: (510) 238-2959

TDD: (510) 238-3254

NOTICE OF VIOLATION

1/21/16

Certified and Regular mail

To: Fong Grant W & May L
358 Cerro Ct
Daily City CA 94015

Code Enforcement Case No.: 1600176
Property: 1783 28th Av
Parcel Number: 25-733-12
Re-inspection Date: 2/22/16

Code Enforcement Services inspected your property on 1/20/16 and confirmed:

- that the violations of the Oakland Municipal Code (OMC) marked below are present.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

Photo	Description of Violation	Location	OMC Section
	Property Maintenance		
Yes	Property inadequately maintained, not kept clean and sanitary, that contains trash, debris, recyclables items, indoor furniture, garbage. Remove.	Rear yard	8.24.020.D
	Building Maintenance (Code)		
Yes	1.- Windows have been changed without permit. Obtain planning and building approval, permits and inspections.		15.08.140, 15.04.03, 15.04.015.C

At this point no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Hugo Barron, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6612 and by email at hbarron@oaklandnet.com.

If the Property Owner Certification is included in this notice you may also complete the form and include photographs of the corrected violations.

If you do not contact your inspector to discuss why you cannot comply or if applicable, complete the Property Owner Certification form and the re-inspection verifies that all violations have not been corrected, you may be charged for inspection and administrative costs, which can total \$2,665.00. The City may also abate the violations and charge you for the contracting and administrative costs, which can also total over \$1,000.00. In addition, Priority Lien fees in the amount of \$1,926.00 may be assessed if fees are not paid within 30 days from the date of the invoice. Charges may be collected by recording liens on your property and adding the charges to your property taxes or by filing in Small Claims or Superior Court. Furthermore, this Notice of Violation may be recorded on your property.

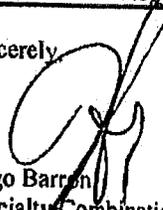
You have a right to appeal this Notice of Violation. You must complete the enclosed Appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within 30 days of the date of this notice, you will waive your right for administrative review. Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.

If you choose to file an appeal no further action can be taken by Code Enforcement Inspectors until you have had the opportunity to be heard by an independent Administrative Hearing Examiner pursuant to the Oakland Municipal Code Section 15.08.380 (B)(3) and a Final Decision is determined. An appeal will be scheduled within 60 days from the date the appeal was filed. A filing fee in the amount of \$110.00 is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2nd Floor, Cashiering Section or by phone by calling 510-238-4774 (Please include the receipt number and date on your appeal). MasterCard and Visa are accepted.

Administrative Hearing Fees	
Filing Fee	\$ 110.00
Conduct Appeals Hearing	Actual Cost Appeal (Fee charged only if Appellant loses appeal)
Processing Fee	\$ 931.00
Reschedule Hearing	\$ 329.00

Fees Include 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Sincerely,



Hugo Barron
Specialty/Combination Inspector
Planning and Building Department

Enclosures as applicable:

- | | | |
|---|--|--|
| <input type="checkbox"/> Blight brochure | <input type="checkbox"/> Residential Code Enforcement brochure | <input type="checkbox"/> Vehicular Food Vending brochure |
| <input type="checkbox"/> Property Owner Certification | <input type="checkbox"/> Mold and Moisture brochure | <input type="checkbox"/> Pushcart Food Vending brochure |
| <input type="checkbox"/> Lead Paint brochure | <input type="checkbox"/> Undocumented Dwelling Units brochure | <input type="checkbox"/> Smoke Alarms brochure |
| <input type="checkbox"/> Photographs | <input type="checkbox"/> Stop Work brochure | <input type="checkbox"/> Condominium Conversion brochure |

July, 2015
Scan to: Code Enforcement-Chronology-Abatement Activities



CITY OF OAKLAND

250 FRANK H. OGAWA PLAZA • SUITE 2340 • OAKLAND, CALIFORNIA 94612-2031

Planning and Building Department

Bureau of Building
www.oaklandnet.com

PROPERTY OWNER CERTIFICATION

CORRECTED OR REMOVED VIOLATIONS

Property: 1783 28th Av

Parcel no. 25-733-12

Case no.: 1600176

Owner: Fong Grant W & May L

Courtesy Notice date:

Re-inspection date:

Instructions

1. Review the property address and owner information shown at the left and make any necessary corrections.
2. If applicable, before the Re-inspection date shown at the left, complete and return this signed form with dated photographs of your property to verify the violations were removed or not present.

E-mail: inspectioncounter@oaklandnet.com

Facsimile: 510/238-2959

Mail: City of Oakland
Bureau of Building
250 Frank H. Ogawa Plaza Suite 2340
Oakland, CA 94612-2031
(Envelope enclosed - no postage required)

I certify that I have corrected the following violations identified in the Notice of Violation I received from the City of Oakland:

Property Owner Certification

Print Name (print) _____

Date _____

Property Owner Signature _____

Day time telephone (____) _____

E-mail: _____

Return to:

County Assessor Display 1600176

Assessor Parcel Record for APN 025- -0733-012-00

Parcel Number:	25-733-12
Property Address:	1783 28TH AVE, OAKLAND 94601
Owner Name:	FONG GRANT W & MAY L
Care of:	
Attention:	
Mailing Address:	358 CERRO CT, DALY CITY CA 94015-4087
Use Code:	MULTIPLE RESIDENTIAL BUILDING OF 5 OR MORE UNITS.
Recorder Number:	2015-026559
Recorder Date:	1/30/2015
Mailing Address Effective Date:	1/30/2015
Last Document Input Date:	3/18/2015
Deactivation Date:	
Exemption Code:	

[Home](#)
 [Enter Assessor Parcel Number](#)
 [Property List](#)
 [Assessments](#)
 [Property Details](#)
 [GIS Parcel Map](#)
 [Alameda County Web Site](#)
 [Use Codes](#)

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

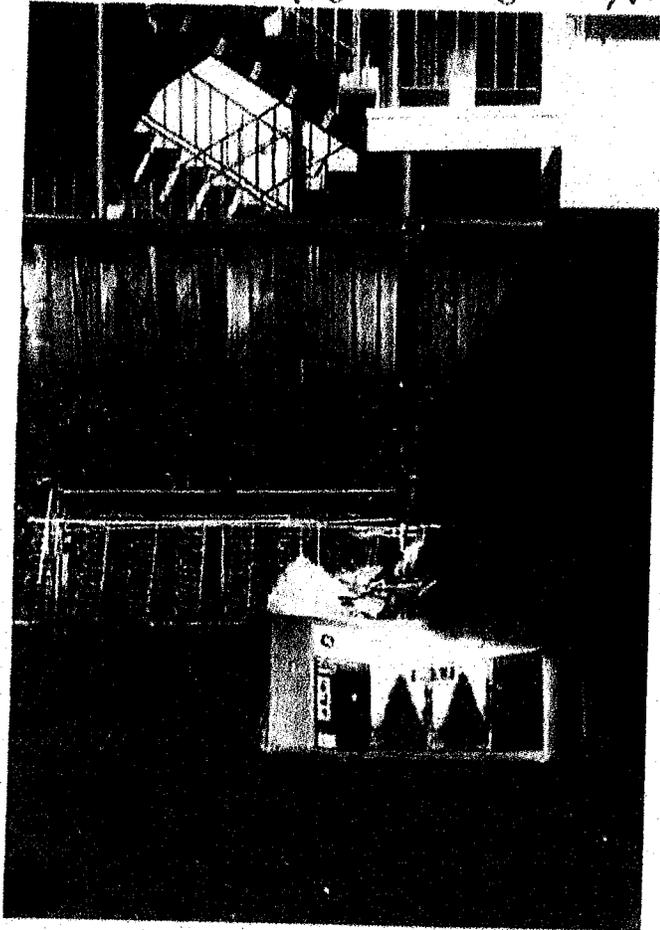
For delivery information, visit our website at www.usps.com®

OFFICIAL USE

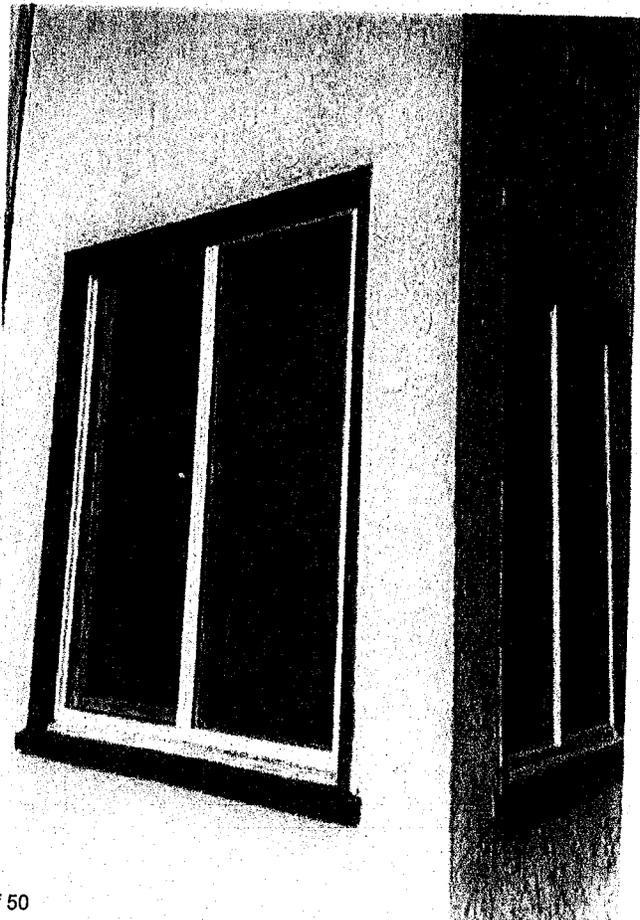
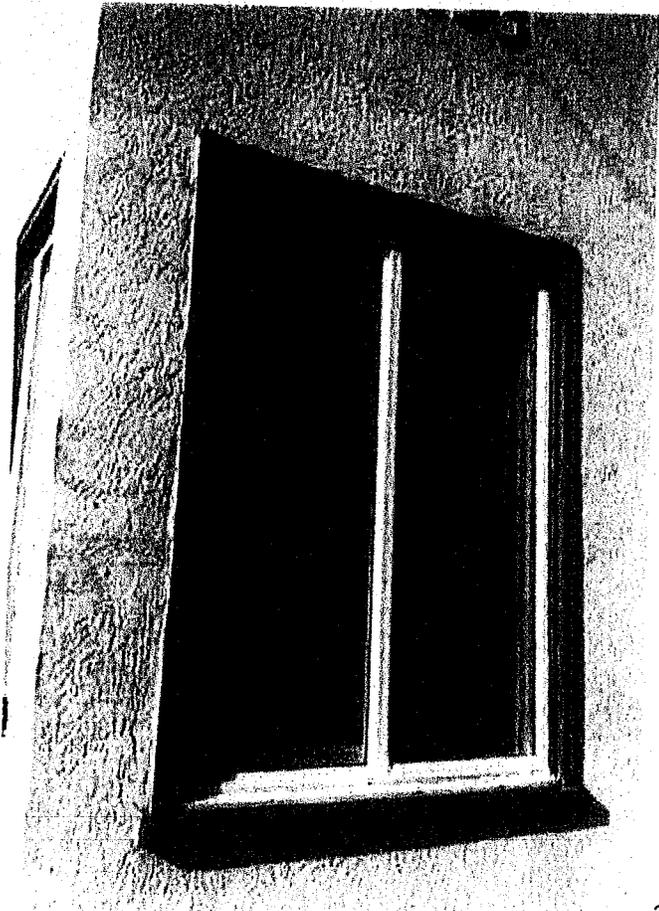
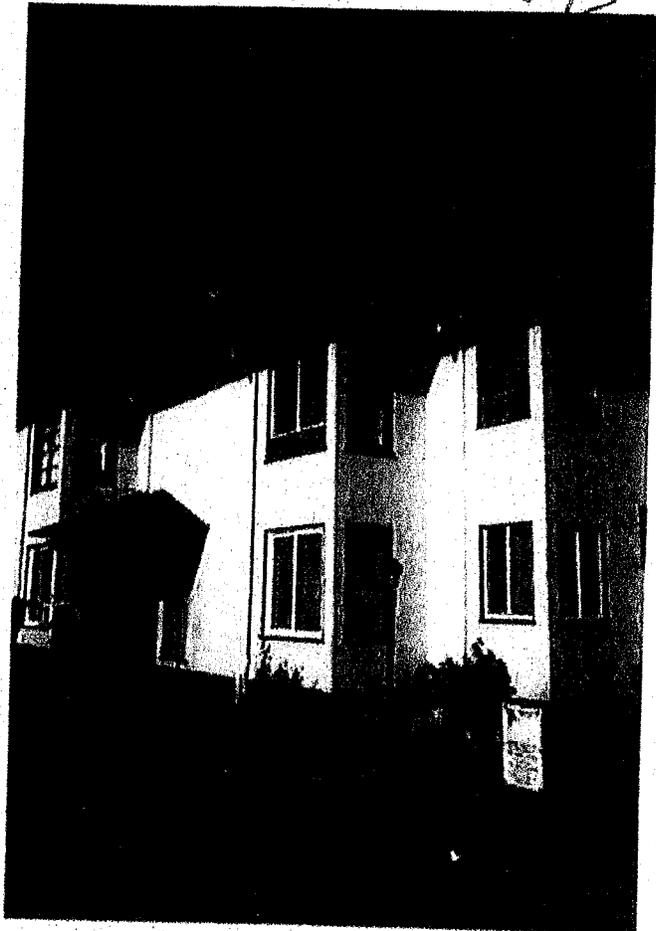
Certified Mail Fee \$ _____ Extra Services & Fees (check box, add fee as appropriate) <input type="checkbox"/> Return Receipt (hardcopy) \$ _____ <input type="checkbox"/> Return Receipt (electronic) \$ _____ <input type="checkbox"/> Certified Mail Restricted Delivery \$ _____ <input type="checkbox"/> Adult Signature Required \$ _____ <input type="checkbox"/> Adult Signature Restricted Delivery \$ _____	Postmark Here
Postage \$ _____ Total Post \$ _____	
Sent To FONG, GRANT W. & MARY L. 358 CERRO CT. DAILY CITY, CA 94015 1600176 / HB / AL / 1/21/16	

PS Form 3800, April 2015 PSN 7530-07-000-6047 See Reverse for Instructions

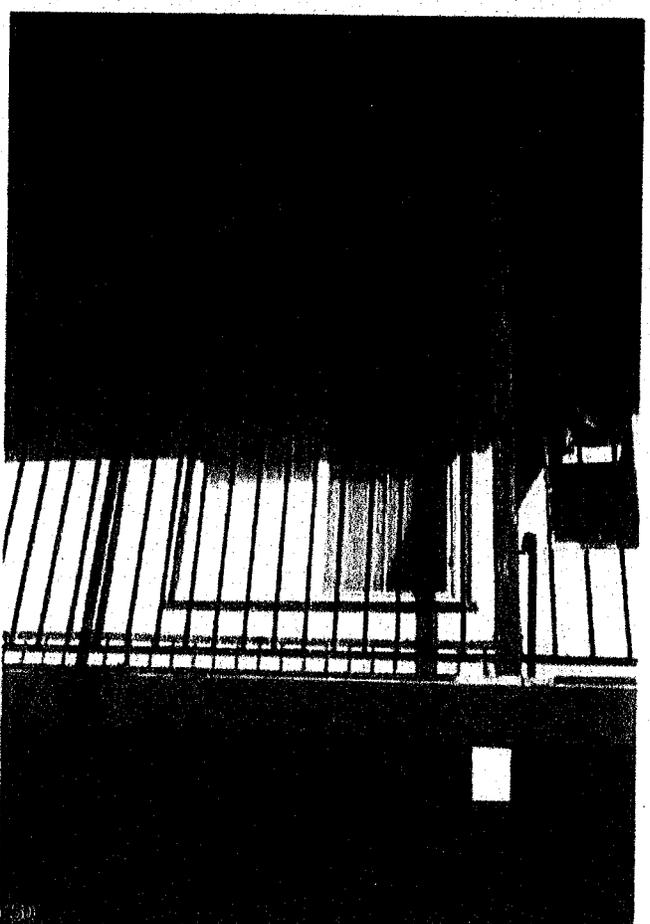
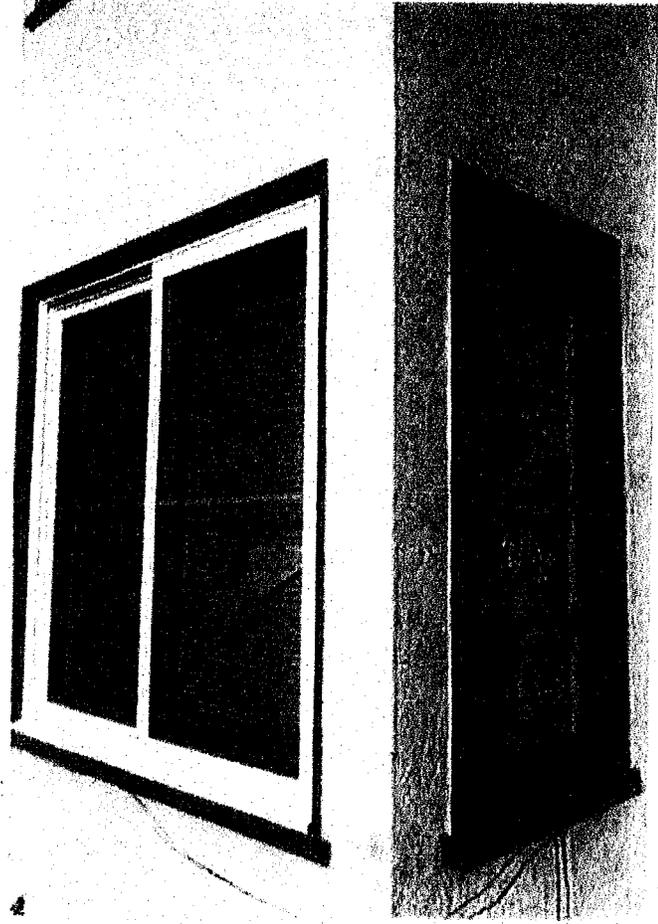
1-20-10 1185 - 2515 AM



1000 180 J013



1-23-76 1785 2019 AN 1000170 645



38 0 50

000075

1-22-70

1/03

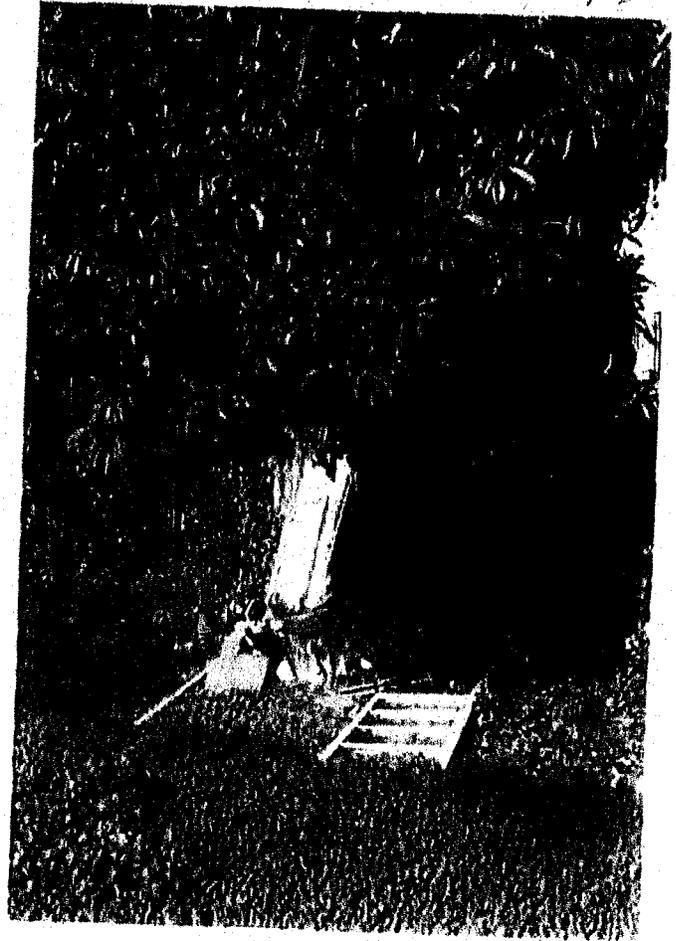
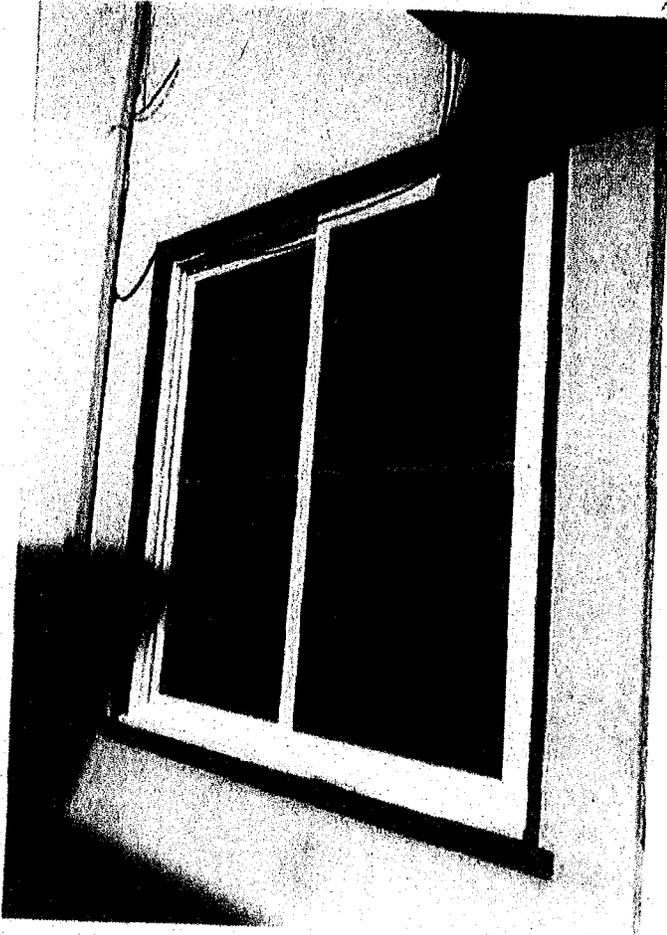
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1N

15W

120

243





CITY OF OAKLAND

BUILDING SERVICES DEPARTMENT, 250 FRANK H. OGAWA PLAZA 2ND FL., OAKLAND, CALIFORNIA 94612
Phone ((510) 238-6402 **COMMUNITY AND ECONOMIC DEVELOPMENT AGENCY**
Fax: (510) 238-2263 TDD: (510) 238-3254

September 16, 2010

Joseph S. Martinez
1814- 28th Avenue
Oakland, CA 94601-2454

Certified and regular postage

Subject: 1783- 28th Avenue
APN: 025-0733-012-00
Soft-Story Seismic Screening Program

Dear Oakland Property Owner;

The City Council recently adopted a new ordinance which will help identify residential buildings which are particularly vulnerable to earthquake damage. The City is compiling a seismic screening inventory of approximately 1,500 multiple-story buildings built before 1991 which have five (5) or more live-work units, apartments, or condominiums and also have garage openings or store-front windows on the ground-floor. Ground-floor garages and commercial space have large openings in bearing walls (soft-story) which can cause major structural damage or collapse during an earthquake. The new Soft-Story Seismic Screening Program does not require that a building be structurally retrofitted.

The City has made a preliminary determination from the Alameda County Assessor's records that your building may have a soft-story. If your building is not exempt from Chapter 15.26 (please see the attached Frequently Asked Questions), you are required to submit the attached seismic screening form within the next six (6) months. The building measurements in the form must be completed by a home inspector, contractor, or engineer.

If you have further questions, you may contact us by telephone at 510) 238-6402 or by facsimile at 510) 238-2263.

Sincerely,

RAYMOND M. DERANIA
Deputy Director - Building Official/City Engineer

Attachments

7010 0290 0001 1344 6208

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total P		

Sent To
 Street, A
 or PO Box
 City, State

Joseph S. Martinez
1814- 28th Avenue
Oakland, CA 94601-2454
asm

PS Form 3800, August 2004 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Martinez Joseph S
 1814 28th Ave.
 Oakland, CA 94601
 0902467/HP/mlp/nta

2. Article Number
 (Transfer from service label)

PS Form 3811, February 2004

COMPLETE THIS SECTION ON DELIVERY

A. Signature

[Handwritten Signature]

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/15/09

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

1783 28th Av

1814 28th Ave.

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

7008 3230 0001 1158 6715

Domestic Return Receipt

102595-02-M-1540



Community and Economic Development Agency
Building Services
250 Frank H. Ogawa Plaza, 2nd Floor
Oakland, California 94612
(510) 238-3381

NOTICE TO ABATE

To: Martinez Joseph S
1814 28th Ave
Oakland, CA 94601

Date: 5/1/09
Complaint#: 0902467
Property Address: 1783 28th Ave Unit # 1785
APN: 025-0733-012

An inspection of your property was made on 4/30/09. Attached is a List of Violations which must be corrected within the required time frame and in accordance with the codes and regulations of the City of Oakland. *Failure to comply with this order by the compliance due dates(s) for noted hazards (*), Non Hazards, may result in reinspection fee charges, all required enforcement costs, permits and related fees.* Substandard action may also be taken to vacate the premises should conditions warrant.

Note: You or your agent **must** be present at the scheduled re-inspections. Should you or your agent not keep the appointment or the work is not performed and accessible for inspection you will be billed and notified of the next **Fee-Charged Reinspection** date. Should the bill not be paid within the prescribed time a lien shall be recorded against the property for the amount of the bill plus a lien fee of **\$408.00***. The fee for releasing a lien is an additional **\$204.00***.

The first Fee Charged Reinspection is scheduled below. Morning appointments are from 9:00 a.m. to 12:00 p.m. Afternoon appointments are from 12:00 p.m. to 3:00 p.m. Reinspections made after the compliance due date will be fee-charged at **\$360.00*** per re-inspection until compliance is achieved:

Compliance Due Date: 5/29/09

By: **Hai Pham**
Specialty Combination Inspector
Building Services, Inspection Services Unit
Phone No.: (510) 238-3889

First Fee Charged Re-inspection Date: 5/29/09
Morning Afternoon

Second Fee Charged Reinspection: 6/22/09
Morning Afternoon

Attachment

*Plus 9.5% Records Management Fee and 5.25% Technology Enhancement Fee

Rev July 08

Notice to Abate

Property Address: 1783 28th Ave Unit # 1785

Date: 5/1/09

LIST OF VIOLATIONS

- ** Hazardous condition requiring immediate correction.
* Serious conditions seriously affecting habitability.

Item No.	(*)	(**)	Description of Violation	OMC
1.			The showerhead is not working properly. Repair/Replace.	OMC 15.08.050 15.08.230D
2.			The shower door lock is damaged. Repair.	OMC 15.08.050
3.			The baseboard tiles in the bathroom have separated from the wall. Restore.	OMC 15.08.050
4.			The exhaust fan cover in the kitchen is missing. Restore.	OMC 15.08.050
5.			The floor vinyl in the kitchen is damaged. Repair/Replace.	OMC 15.08.050
6.			The corner tile of countertop in the kitchen is missing. Restore.	OMC 15.08.050
7.			The electrical receptacles covers in the living room are missing. Restore.	OMC 15.08.050
8.			The wall furnace does not operate. Repair.	OMC 15.08.260A

9.		The entry door lock is loose. Repair.	OMC 15.08.050
10		The security door screen is damaged and protruded out. Repair/Remove.	OMC 15.08.050

Failure to comply will result in substantial fees and penalties.

Certain areas were not open for inspection. Any violations or deficiencies subsequently identified shall become a component part of this report and shall be corrected in an approved manner.

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

7008 3230 0001 1158 6715
STL PSTL T000 0030 9001

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Po	

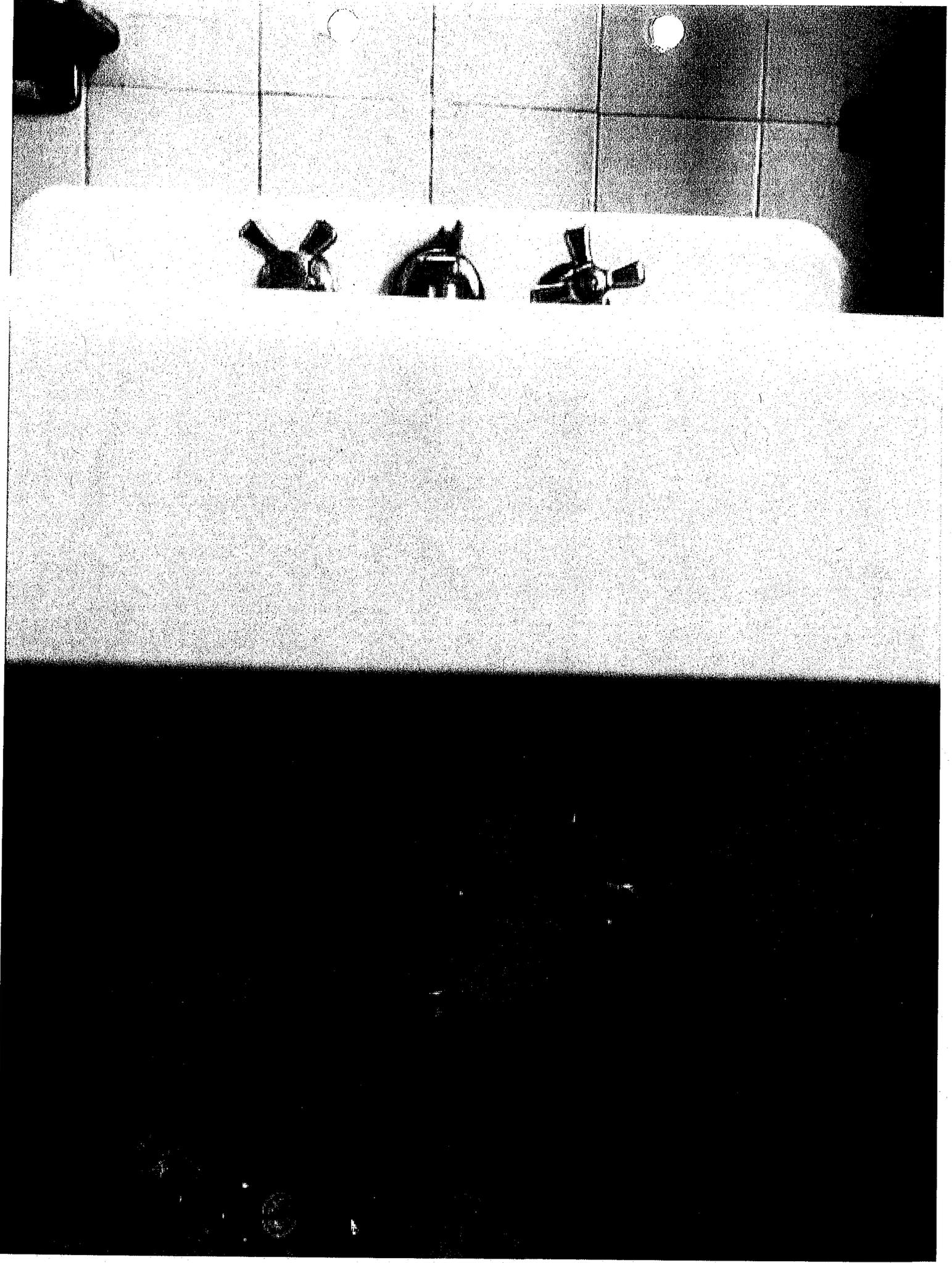
Postmark
Here

Sent To Martinez Joseph S
1814 28th Ave.
Street, Apt or PO Box Oakland, CA 94601
City, State ZIP+4 0902467/HP/mlp/nta

PS Form 3849, August 2008

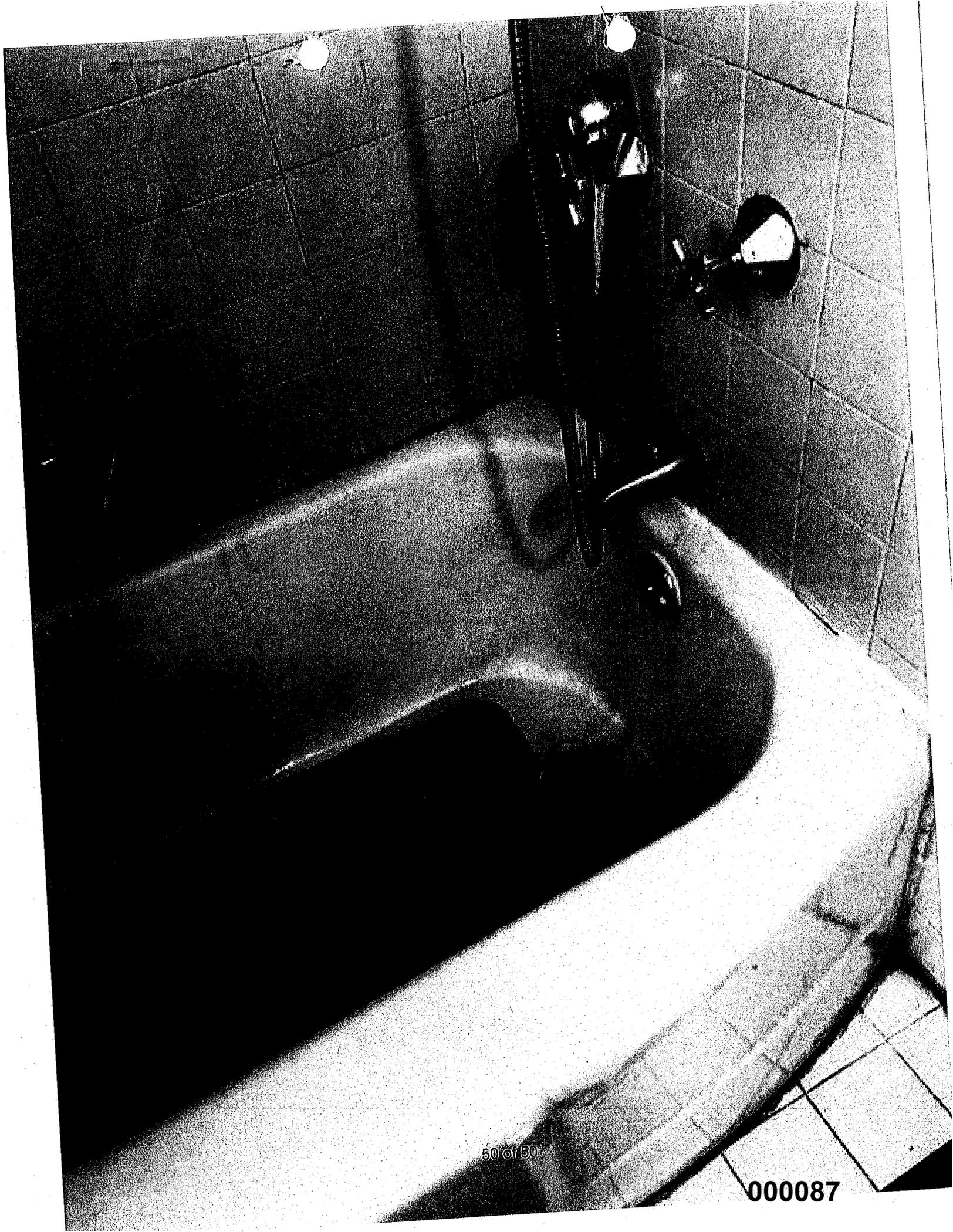
Tenant Evidence Submission

Exhibit C



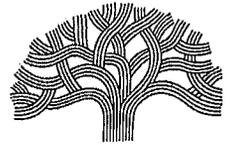
496150

000086



50 of 50

000087



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND.

Housing and Community Development
Department Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

HEARING DECISION

CASE NUMBER: T18-0311 Cervantes v. Fong
PROPERTY ADDRESS: 1791 28th Avenue, Oakland, CA
DATE OF HEARING: June 3, 2019
DATE OF DECISION: October 3, 2019
APPEARANCES: Xavier Johnson, Attorney for Tenant
Luis Ayala Cervantes, Tenant
Maria Amezquita, Tenant
Abigail Romero, Interpreter
May Fong, Owner

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;
- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;

- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

THE ISSUES

- (1) When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.¹ The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.² The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

¹ Exhibit 1

² Exhibit 1

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. The owner also told the tenant her rent would be increased because there were so many people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.³ The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁴ The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁵ The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps

³ Exhibit 3

⁴ Exhibit 3

⁵ Exhibit 3

returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.⁶

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.⁷

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.⁸

Splitting of Utilities: The parties did not provide any testimony on this issue, therefore, this claim is dismissed.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Invalid Rent Increases

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed⁹. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.¹⁰

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00, the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 3

⁹ O.M.C. §8.22.065(A)

¹⁰ O.M.C. §8.22.065(A)

Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:

i. The date the tenant is noticed or first becomes aware of the decreased housing service; or

ii. The date the tenant first receives the RAP Notice.

b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.¹¹

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

Additionally, the tenants have the burden of proof with respect to each claim.

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

¹¹ O.M.C. Section 8.22.090(A)(3)

¹² O.M.C. Section 8.22.070(F)

¹³ O.M.C. Section 8.22.110(E)

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". Code Enforcement Records show that the violation was abated on July 6, 2018.¹⁴

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
TOTAL LOST SERVICES							\$ 236.25

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
TOTAL OVERPAID RENT						\$ 6,729.00

¹⁴ Exhibit 3

RESTITUTION

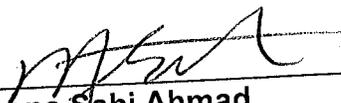
		MONTHLY RENT	\$945
		TOTAL TO BE REPAYED TO TENANT	\$ 6,965.25
		TOTAL AS PERCENT OF MONTHLY RENT	737%
AMORTIZED OVER		MO. BY REG. IS	
OR			
OVER	24	MONTHS BY HRG. OFFICER IS	\$ 290.22

ORDER

1. Petition T18-0311 is partly granted.
2. The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
3. The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
4. The remaining claims of decreased housing services are denied.

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

Dated: October 3, 2019



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T18-0311

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

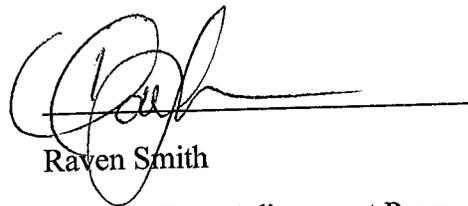
Owner
May & Grant Fong
358 Cerro Court
Daly City, CA 94015

Tenant
Maria & Luis Cervantes
1791 28th Avenue
Oakland, CA 94601

Tenant Representative
Xavier Johnson, Centro Legal de la Raza
3022 International Blvd Ste. 410
Oakland, CA 94601

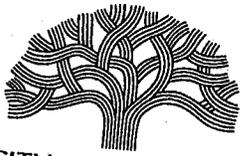
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 03, 2019** in Oakland, CA.


Raven Smith

Oakland Rent Adjustment Program

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CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.
2019 OCT -9 AM 11:45

APPEAL

Appellant's Name

May Fong

Owner Tenant

Property Address (Include Unit Number)
1791-28th Avenue, Oakland, Ca 94601

Appellant's Mailing Address (For receipt of notices)
358 Cerro Court, Daly City, Ca 94015

Case Number
T18-0311

Date of Decision appealed
October 3, 2019

Name of Representative (if any)

Representative's Mailing Address (For notices)

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

- 1) There are math/clerical errors that require the Hearing Decision to be updated. *(Please clearly explain the math/clerical errors.)*
- 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.)*

- 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: 32

*Please listen to only the section of testimony on the audio day of hearing.

• 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 October 8, 2019, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Luis Cervantes AND Maria Amezquita
Address	1791-28th Avenue
City, State Zip	Oakland, Ca 94601
Name	
Address	
City, State Zip	

	10/8/19
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

T18-0311 APPEAL EXPLANATION

- 1) The hearing officer calculated the rent incorrectly. The rent for tenants Cervantes and Amerzquita was \$1400 as per signed lease in **Exhibit A**. The application for habitability issues is also incorrect. The electrical issues was due to the tenants' overloading the circuits with expansive outlets with overloading appliances. Please see attached **Exhibit B**. This caused shortages and dangerous circumstances and is due to the overcrowding of the unit 1 bedroom unit. The hearing officer calculated the decreased housing from March 2018 to July 2018. She has to put into account that the Owner was not made aware of any problems until receiving notice regarding the issues from code enforcement in or about May 2, 2018. Owners are allotted a reasonable time period to make repairs. Electrical and cabinets were repaired on May 8-2018. Window Repairs were completed June 1, 2018 due to ordering of windows. Please see attached receipts and email with the Code Enforcement Inspector. Please see attached **Exhibit C**. **The hearing officer did not adhere to the decrease housing clause.** [an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted] These were all repaired within a reasonable time period which is exactly a day after receiving notice repairs had been made with exception of the windows that needed special ordering; therefore, there should be no compensation for decreased housing. The issues were abated in July only because the inspection for the unit was scheduled for July.
- 2) d) The decision violates Ca state law 2007 California Civil Code Article 2. Rental Agreement CA Codes (civ:798.15-798.23.5) CIVIL CODE SECTION 798.15-798.23.5. Tenant Luis Cervantes AND Maria Amezquita attempts to claim they should takeover the rent amount set at the original tenant lease. Nazana Nevarez was the original tenant that signed a valid lease with previous landlord on May 30, 2012. Please see attached **Exhibit D**. Owner May Fong purchased property January 30, 2015 and sent notices to existing tenants of new ownership information along with RAP information to the original authorized tenant. Please see attached **Exhibit E**.
Nazana Nevarez subletted the unit to Luis Cervantes and Maria Amezquita without my approval or consent which is a breach of lease terms. Please see highlighted section regarding Subletting. It states the following:

[Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owners rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of

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this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.]

Owner May Fong was totally unaware that Luis Cervantes and Maria Amezcuita were illegal subtenants that moved into premises without authorization until the text sent by Luis Cervantes 8/18/17 as stated at the hearing. Please see attached **Exhibit F**. Original tenants were given proper notices with RAP notices. Please see attached **Exhibit E**.

When Owner was made aware of the Cervantes and Amezcuita were illegal subtenants, Owner was to evict them based on violation of lease and unauthorized subtenants. Tenants begged owner to stay. With heart, On August 24, 2017, Owner decided to allow tenant to stay and have tenants fill out an application and sign new lease as per original lease **ONLY** based on 3 persons residing in Premises and abide by stipulation in the original lease that the **rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises**. Tenants Cervantes and Amezcuita professed on multiple occasions they only had 3 in their family. Owner would never have signed a new lease with 7 living in a 1 bedroom unit because it is an unsafe and unhealthy environment.

Per original lease, Original Tenant(s) moved out of Premises and Cervantes and Amezcuita had become the new tenant, the lease sign and agreed by both parties raised to market rate at \$1400 per month is valid according to the California state law. Please see attached **Exhibit D**.

2.e. The decision is not supported by substantial evidence. The **Preponderance** of evidence is upon the Petitioner to not give testimony but present factual supported documented evidence. All of the tenants' claim has not been supported with any documents and the evidence the hearing officer claims is not accurate. The hearing officer claimed the tenant did not receive the RAP until we signed a new lease which is correct. However, she neglected to acknowledge all the RAP notices Owner sent was to the original tenant Nanzania. Tenants Cervantes and Amezcuita would not be sent these notices. Please see attached **Exhibit F**.

The hearing officer did not take into account that tenants Cervantes and Amezcuita were unauthorized subtenants until the new lease was signed. I emphasize they were not the authorized master tenants. Any rent payments the Petitioner claims was directly deposited in Owners account without disclosing to the Owner the rent payments were from anyone but the master tenants owners. Rent payments were also deposited in owners account with either cash or bank transfer masking who is depositing the rent. Please see **Exhibit G**. As evidenced in the application and lease signed and dated August 24, 2017. Please see attached **Exhibit A**. This is the Petitioners'

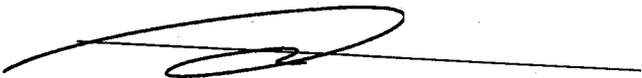
only and original lease as new tenants at the new market rate of \$1400 (market value is \$1800). The attached stated the terms of lease as per California law and was based on the tenant's misrepresentation of facts regarding their claim was only 3 persons in the unit.

The hearing officer incorrectly claims that Owner testified "told the tenant her rent would be increased because there were so many people living in the unit." This is **TOTALLY UNTRUE**. Please listen to audio. Owner never made any claims of raising the rent due to the amount of people in unit. The rent was raised to market value as allowed by law when the original tenant vacates premises which happened. It is a fact I stated only 3 tenants can reside in the Premises and the tenant misrepresented themselves. Owner did indicate and firmly believe 7 in a 300 sleeping space is unsafe and hazardous but never claimed the rent is raised due to the amount of people that would be living there.

Tenants Cervantes and Amezquita were unauthorized subtenants and as per original lease in **Exhibit D, the rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises as well as State and local laws.**

h) The hearing officer did not adhere to the State or local laws. There was no 2017 rent increase as the hearing officer claims. This was a new lease to the new tenants of the unit. Prior to that they were unauthorized subtenants that never made me aware of their unauthorized residency until August 2017. Contracts matter and it is unjust to reward tenants who move into units without written authorization. Owners have the right to choose their tenants and charge market rent to new tenants once authorized. Tenants Cervantes and Amezquita deceived the Owner by moving into Premises without authorization and then misrepresenting themselves in order to avoid eviction and to obtain a new lease. This is not legally adhering to the laws.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on October 08, 2019 in Oakland, CA.


May Fong, Owner

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APPLICATION TO RENT OR LEASE

APPLICANT Each Applicant over the age of 18 must complete their own application form

PLEASE PRINT

First, Middle, Last Name <i>Maria Amezcuita Arceo</i>	Date of Birth <i>7-5-81</i>	Social Security # <i>617-392871</i>	Driver's License #
Other Names Used In the Last 10 Years	Home Phone	Cell Phone	Email Address

ADDITIONAL OCCUPANTS List everyone who will live with you:

First, Middle, Last Name <i>Luis Ayala cervantes</i>	Date of Birth <i>6-19-68</i>	Relationship To Applicant <i>ESPOSO</i>
<i>Janni Ayala</i>	<i>2-16-02</i>	<i>hijo</i>
<i>Maria Amezcuita</i>	<i>7-5-81</i>	<i>mama</i>

EMPLOYMENT

Employer	Current Employment	Prior Employment
Address	<i>Limpiando casas</i>	
Employer Phone	<i>Negocio propia cuenta</i>	
Job Title		
Name of Supervisor		
Dates of Employment	From: To:	From: To:
Income Per Month	\$	\$

RESIDENCE

Street Address	Current Residence	Previous Residence	Previous Residence
City	<i>1791 28th Ave</i>		
State & Zip	<i>Oakland cal</i>		
Dates of Stay	<i>94601</i>		
Owner/Manager And Phone number			
Reason For Leaving			
Last Rent Paid	\$	\$	\$

VEHICLES

Automobiles	Make	Model	Color	Year	License No.
Motorcycles					

PERSONAL REFERENCES

In Case Of Emergency, Notify	Address/City	Phone	Relationship
<i>Nancy Nevares</i>		<i>(610)213-9707</i>	<i>prima y amiga</i>
Close Friend			
Nearest Relative Living Elsewhere			



CREDIT INFORMATION Please list all your financial obligations

Name of Bank or Savings & Loan		Branch or Address		Account No.		Balance
Credit Accounts	Account No.	Address/City	Checking		Balance	Due Monthly
			Savings	Phone	\$	
					\$	

GENERAL INFORMATION Check answer that applies

- Do you smoke? YES NO
- Do you have any pets/animals? YES NO
- Have you ever filed for bankruptcy? YES NO
- Do you have any musical instruments? YES NO
- Do you have any water-filled furniture or do you intend to use water filled furniture in the apartment? YES NO
- Have you ever been convicted for selling, possessing, distributing or manufacturing illegal drugs or convicted of any other crime? YES NO
- Have you ever been evicted or named as a defendant in an eviction for non-payment of rent or any other reason? YES NO

Please explain any "yes" answers to the above questions:

Why are you leaving your current residence? _____

The applicant hereby applies to rent/lease Apartment # _____ at _____ for \$ _____ per month, and upon owner's approval agrees to enter into a Rental Agreement and/or Lease and pay all rent and security deposits required before occupancy.

An application fee of \$ _____ is hereby submitted for the cost of processing this application, to obtain credit history and other background information.

Applicant represents that all information given on this application is true and correct. Applicant hereby authorizes verification of all references and facts, including but not limited to current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to obtain Unlawful Detainer, Credit Reports, Telechecks, and/or criminal background reports. Applicant agrees to furnish additional credit and/or personal references upon request. Applicant understands that incomplete or incorrect information provided in the application may cause a delay in processing which may result in denial of tenancy. In the event that a material misstatement or misrepresentation is discovered after Applicant is accepted as a Resident, and whether or not a Lease or Month to Month Rental Agreement is executed, Owner may, at Owner's sole discretion, deem such misstatement or misrepresentation to be a material and non-curable breach of any subsequent Lease or Month to Month Rental Agreement and grounds for rescission of the contract and immediate eviction. Applicant hereby waives any claim and releases from liability any person providing or obtaining said verification or additional information.

Applicant: Maria Amezcua Date: 8-24-17
 (Signature required)

Received \$600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong
 Tenant(s)/Lessee: Maria Amezcua Arce Apartment Number 1791
 Tenant(s)/Lessee: Luis Cervantes, Jovani Ayala Amezcua
 Apartment Number: 1791
 Apartment Address: 1791-28th Avenue
 City: Oakland State Ca Zip 94601
 Monthly Rental Rate: ~~\$1700~~ \$1,233 ^{3 months} 12/1/17
 Rental Due Date: 1st of month This agreement shall commence on 9/1/17 and continue: (check one below)
 Security Deposit: \$3500 200 ^{they pay} M.A. Month to Month Agreement
 Late Charge: \$75 if not paid by 3rd Until 8/30/18 at which time thereafter shall become a month to month tenancy. If Tenant should move from premises prior to the expiration date, he shall be liable for all the rent due until such time the apartment is occupied by Landlord-approved resident and/or expiration of said time period, whichever is shorter.
 Parking Space: 1
 Storage Space: 0

\$1400 from M.A

- This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT." As consideration for this agreement, OWNER agrees to rent/lease to RESIDENT and RESIDENT agrees to rent/lease from OWNER for use SOLELY AS A PRIVATE RESIDENCE, the premises listed above. RESIDENT acknowledges that including a census as to the occupants in the unit upon seven days request of OWNER.
- PAYMENTS:** Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$ 1233 and a Security Deposit of \$ 200 for a total payment of \$ 3433 ^{pay by 9/1/17}. All payments are to be made payable to: Mav Fong and delivered to: 358 Cerro Court, Daly City California. Telephone Number 415-812-9908 who is usually available on the following days: Every day during the following hours: 9am-5pm.
- LATE CHARGE/FEE:** The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given. Tenant shall be liable for \$25 each time a check is returned to OWNER because the check was dishonored. A fee of \$50.00 will be incurred each time the OWNER is required to serve a 3-Day Notice to Pay the Rent due to the Tenant's failure to pay rent on the day rent is due.
- SECURITY DEPOSITS:** The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.
- UTILITIES:** RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.
- OCCUPANTS:** Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER's written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period maybe extended by local Rent Control Laws): Oakland. RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent; whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.
- PETS AND FURNISHINGS:** Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension. RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$ 3,000 shall be required along with the signing of OWNER'S "PET AGREEMENT."
- PARKING/STORAGE:** When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.
- NOISE:** RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.
- LOITERING AND PLAY:** Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.
- DESTRUCTION OF PREMISES:** If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.
- CONDITION OF PREMISES:** RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall

Can Also Deposit to Bank of America Account

000103

be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, bums, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

14. SMOKE/CARBON MONOXIDE DETECTORS: The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

18. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

19. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

20. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

21. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

24. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

25. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.28 of the California Civil Code, as required by law, you are hereby 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 obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

28. Lead Warning Statement: Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)
MR OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and *OK* RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. MOLD: The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.

30. ADDITIONS AND EXCEPTIONS: TENANT is responsible for all repairs and replacements of all appliances including refrigerator, stove, and microwave.

31. NOTICES: All notices to RESIDENT shall be served at RESIDENT'S apartment / house whether or not RESIDENT is present at the time of delivery and all notices to OWNER / AUTHORIZED PERSON shall be served by first class mailing to:
Person Authorized To Manage Property:

Name _____ Address _____
Phone Number _____
Owner of property or a person who is authorized to act for and on behalf of the owner for the purpose of service of process and for the purpose of receiving and accepting for all notices and demands.
Name _____ Address _____
Phone Number _____
Person or Entity Authorized to Receive Payment of Rent:
Name _____ Address _____
Phone Number _____

32. INVENTORY: The Apartment contains the following items for use by RESIDENT: stove, refrigerator

RESIDENT further acknowledges that the subject premises are furnished with the additional furnishings listed on the attached inventory and that said attached inventory is hereby made part of this agreement.

33. Proposition 65 Notice: Warning: Some areas may contain chemicals known to the State of California to cause cancer, birth defects or other reproductive harm. Notice is hereby given of the existence of the Residential Rent Arbitration Board (RRAB) and the Rent Arbitration Program of the City of Oakland, the office of which is located at 250 Frank H. Ogawa Plaza, 5th Floor, Oakland, CA, 94612, phone number (510) 238-3721. The Rent Arbitration Program (Oakland Municipal Code, Chapter 8.22) lease addendum is attached to this lease and acknowledged in number 35 below as a lease addendum notifying tenants of the Notice to Tenants regarding Oakland's Rent Adjustment Program). In the event that Owner/Agent elects not to implement an annual rent adjustment, the Owner/agent hereby advises Tenant that Owner/agent elects to bank any such rent adjustment to future year(s) pursuant to the provisions of the Oakland Rent Arbitration Ordinance.

Note: Tenant and Landlord has adopted, and agree to comply with Measure EE "Just Cause Eviction" Ordinance for the City of Oakland, CA., which requires landlords of specified residential properties, the right to evict a tenant only for reasons specified in the measure, such as non-payment of rent, breach of lease, damaging premises, drug or other illegal activity, disorderly conduct, rehabilitation of unit, landlord or relative occupancy, except in certain circumstances where the tenant is disabled, elderly or catastrophically ill. Further, the ordinance provides for damages, penalties and attorneys' fees against landlords who violate this law. Should Tenant violate any portion of the ordinance, Landlord may exercise his/her right to evict tenant for damages, penalties and attorneys' fees.

35. RESIDENT acknowledges receipt of the following, which shall be deemed a part of this Agreement: (Please check)

- House Rules
- Laundry Rules
- Mailbox Keys
- Pet Agreement
- Pool Rules
- Apartment Keys
- Garage Door Opener
- Notice to Tenants: Oakland's Rent Adjustment Program
- Information About Bed Bugs Sheet

36. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between OWNER and RESIDENT. No oral agreements have been entered into, and all modifications or notices shall be in writing to be valid. The undersigned Residents are jointly and severally responsible for all obligations under this agreement and shall indemnify Owner for liability caused by the actions (omission or commission) of residents, their guests and invitees. Rentor has relied on his own judgment in entering into this agreement.

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

36. RECEIPT OF AGREEMENT: The undersigned RESIDENT hereby certifies that he/she is fluent in the English language and has read and completely understands this Agreement and hereby acknowledges receipt of a copy of this "Rental Agreement and/or Lease." (_____) RESIDENT'S Initials:

OR Pursuant to California Civil Code 1632, which requires translation of specified contracts or agreements that are negotiated in Spanish, Chinese, Vietnamese, Tagalog or Korean:

(Maria A) Resident's Initials on left hereby acknowledge that this agreement was translated and interpreted in their foreign language of: Spanish
Printed Name of Interpreter: Jovani Ayala Signature of Interpreter: Jovani Ayala Date: 08/24/17

Mav Fong 8/24/17
Owner/Agent Date

Owner/Agent Date

Owner/Agent Date

Maria Amezcua 8-24-17
Resident Date
Luis Arzavantes
Resident Date
Jovani Ayala 8-24-17
Resident Date

NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR THE ADEQUACY OF ANY PROVISION IN THIS AGREEMENT. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

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/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 [X] 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 1791.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, 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 8-24-17 (Date)

Maria Amezguita (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.



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Departamento de Desarrollo Comunitario y Vivienda
 Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler ("aumento CPI") o permitido que los aumentos en el alquiler sean "invertidos". Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) ESTÁ NO ESTÁ permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), HAY NO HAY un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el 8-24-17 Maria Amezcua
(Fecha) (Firma del inquilino)

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.

EXHIBIT B

**MICHAEL MEHRETEAB
ELECTRIC**

RECEIVED 05/10/18

RECEIPIENT:

May Fong

LOCATION:

**1791 28th Ave
Oakland**

SENDER:

Michael Mehreteab Electric

6119 Market St, Oakland, Ca 94608

Phone: (510) 978- 2489

Replace burnt outlet in living room due to overloaded circuit. Checked circuit breaker for damages. \$200

Received payment 5/9/18

Job #29

000109



SPECIAL SERVICES CUSTOMER INVOICE EXHBIT C

Notice of Cancellation (see Exhibit A) may be sent to this address:
HOME DEPOT U.S.A., INC.
Store 0639 COLMA II
2 COLMA BLVD
COLMA, CA 94014
Phone: (650) 755-9600
Salesperson: kxh6ggf
Reviewer: sv995

Page 1 of 2 No. H0639-111901

REPRINT

2018-05-09 14:00

SOLD TO

Name: **MAY FONG MAY FONG** Phone 1: **(415) 812-9908**

Address: **358 CERRO CT** Phone 2:

City: **DALY CITY** Company Name:

State: **CA** Zip: **94015** Job Description: **1791** County: **SAN MATEO**

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

S.O. MERCHANDISE TO BE PICKED UP:				REF # W02	SKU # 0000-515-664	Customer Pickup / Will Call	ESTIMATED ARRIVAL DATE: 05/30/2018	P.O. #39505099
REF #	SKU	QTY	UM	S/O MILGARD MFG INC	DESCRIPTION	REF # S01	PI TAX PRICE EACH	EXTENSION
S0101	0000-301-390	0.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 47.5VINYLXO(#1)	29.5 X		\$269.07	\$0.00*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise								
							MERCHANDISE TOTAL:	\$0.00
							END OF CUSTOMER PICKUP - REF #W02	

CUSTOMER PICKUP #2

S.O. MERCHANDISE TO BE PICKED UP:				REF # W04	SKU # 0000-515-664	Customer Pickup / Will Call	ESTIMATED ARRIVAL DATE: 05/31/2018	P.O. #39505130
REF #	SKU	QTY	UM	S/O MILGARD MFG INC	DESCRIPTION	REF # S03	PI TAX PRICE EACH	EXTENSION
S0303	0000-301-390	1.00	EA	NA / SINGLE SLIDER 29.9 X 47.5 VINYL XO / SINGLE SLIDER 47.5VINYLXO(#1)	29.5 X		\$220.57	\$220.57*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise								
							MERCHANDISE TOTAL:	\$220.57
							END OF CUSTOMER PICKUP - REF #W04	

WILL-CALL MERCHANDISE PICK-UP
Will-Call items will be held in the store for 7 days only.
Check your current order status online at www.homedepot.com/orderstatus

FOR WILL CALL MERCHANDISE PICK-UP PROCEED TO WILL CALL OR SERVICE DESK AREA
(Pro Customers, Proceed To The Pro Desk)
* Indicates item markdown
Customer Copy

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$220.57
SALES TAX	\$19.30
TOTAL	\$239.87
BALANCE DUE	\$0.00

END OF ORDER No. H0639-111901

EXHIBIT C

10/7/19, 8:01 PM

Re: Case 1801330 1783-28th Avenue

From: May Fong (mayfong@pacbell.net)

To: HBarron@oaklandnet.com

Date: Friday, June 15, 2018, 9:55 AM PDT

Hi Hugo!

The inspection passed on Wednesday.

Please confirm the case has been abated.

Thx

May

Sent from my iPhone

On Jun 6, 2018, at 8:33 AM, Barron, Hugo <HBarron@oaklandnet.com> wrote:

Not, you need to call 238-3444 and schedule a final inspection once the permit is final please call me and let me know. Hugo.

From: May Fong [mailto:mayfong@pacbell.net]

Sent: Tuesday, June 05, 2018 12:47 PM

To: Barron, Hugo <HBarron@oaklandnet.com>

Subject: Re: Case 1801330 1783-28th Avenue

Hi Hugo!

I wanted to find if you are able to pass my inspection for my windows since you were at the unit yesterday?

Thanks.

May

From: May Fong <mayfong@pacbell.net>

out:blank

To: "hbarron@oaklandnet.com" <hbarron@oaklandnet.com>
Sent: Wednesday, May 2, 2018 2:49 PM
Subject: Case 1801330 1783-28th Avenue

<image001.jpg>

To Inspector Barron,

I received the above reference complaint. Please find attached the notice I sent to the tenants regarding a violation you have included. I was made aware of the dumping on April 18th by a tenant, not by Luis Ayala. I verified the issues and contacted Luis regarding the violations he has caused and sent over the notices. Mr. Ayala has never complained to me regarding electrical or cabinet issues. I was made aware of the window and my handyman will repair the drawers in the kitchen and window well as today. My electrician will take care of the electrical on Friday and I already had made arrangements for bulky item pickup next Wednesday. I warned the tenant with the red van not to park at the lawn and I installed yellow parking bumpers to prevent cars from entering the lawn as per picture. I also installed security cameras in hopes to prevent the dumping and illegal car parking.

I will send you the confirmation that everything is taken care of and you can reinspect by May 14th.

Thanks.

May

Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

DS [Signature] DS GWF 12/29/2014

Owner Joseph S. Martinez

Agent for Rent & Notices Same as above (Name)

1814 28th Ave Oakland Ca. 94601 (Address)

570-326-1943 JSMGoldenHours@gmail.com (Phone & Email)

Tenants Nazania V. Nevarrez (Name) 11-25-77 (DOB)

Teresa Vazquez (Name) 5-17-95 (DOB)

Fernando Nevarrez (Name) 10-15-97 (DOB)

Cesar Nevarrez (Name) 6-29-04 (DOB)

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes Monthly charge \$ NA payable with monthly rent.

Storage Storage space assigned yes Monthly charge \$ NA payable with monthly rent.

- Rent Payments
- Electronic Funds Transfer (EFT)
 - Personal check
 - Cashier's check or money order
 - Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1 2012 and ends on May 30, 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

Rental Agreement (Month-to-Month)

Rent

Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

Late Payments

Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

Returned Payments

Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

Individual Liability

Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

Failure to Pay

As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

Security Deposit

Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

Subletting

Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

Parking

The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

Storage

Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page NN (Tenant initials)

Rental Agreement (Month-to-Month)

Condition of Premises

Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.

Appliances and Fixtures

Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.

Pets

Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.

Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manor. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.

Trash

Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.

Owner's Access

California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).

Extended Absences

Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.

Quiet Enjoyment

Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.

Repairs and Alterations

Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.

Financial Responsibility

Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.

Water-filled Furniture

No waterbed or other item of water-filled furniture will be kept on the Premises.

Smoke Detectors

The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.

Termination

The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page N.N. (Tenant initials)

Rental Agreement (Month-to-Month)

Attorney Fees

In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law

Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices

Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part

If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings

The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application

Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments

The following attachments are incorporated as part of this Agreement:

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards

Move-In-Move-Out Checklist

Oakland Notice to Tenants

EPA booklet entitled "Protect Your Family from Lead in Your Home"

Entire Agreement

This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By:

Joseph Martinez 11-26-12
Owner or Agent Date

Tenant _____ Date _____
Nazario Nunez 11-28-12
Tenant Date

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Tenant _____ Date _____

Receipt

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ _____
Rent: \$ _____ for the period _____ to _____
Other: \$ _____ for _____
Total received: \$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
Form Rental Agreement (Month-to-Month)© (06/11)



EXHIBIT E

NOTICE TO TENANTS AT 28TH AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28th Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.

Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong
415-812-9908

000118

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

CITY OF OAKLAND



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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 ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner 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 the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <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. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it 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. Your payment for the annual fee is not part of the rent.
- 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.)

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, 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.
Baùn Thoàng Baùo quyềàn lờii của ngồõøi thueã trong Oakland naøy củng cồ baềng tieáng Vieät. Ñeã cồ moät baùn sao, xin goii (510) 238-3721.

THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:
1791-28th Avenue
(Street Address), Unit # (if applicable) _____
Oakland, CA 94601
(City) *(Zip)*

You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or 8/1/16, whichever is later, your monthly rent which is payable in advance on or before the 1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect. If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

Date 6/30/16

Owner/Agent May Fong

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of June (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

BY MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence
Place of Mailing: San Francisco Date of Mailing: 6/30/16

BY DELIVERING a copy of the Notice to the following resident(s) **PERSONALLY**: _____
 BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof,
 AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
 BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
 AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

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

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

Name of Declarant (Print) May Fong

(Signature of Declarant) _____



California Apartment Association Approved Form
www.caanet.org
Form 5.1-SV - Revised 12/14 - ©2014 - All Rights Reserved
Page 1 of 1

Unauthorized Reproduction of Blank Forms is Illegal.





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- Tenants in subsidized units are not required to pay the tenant portion of the fee.
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- 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 _____.

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Baùn Thoàng Baùo queyàn lôii cuûa ngồøi theuê trong Oakland naøy cuõng coù baèng tieáng Vieät. Ñeà coù moät baùn sao, xin goii (510) 238-3721.

EXHIBIT F

TEXTS FROM LUIS 8/17/17 ESTABLISHED ILLEGALLY STAYING AT UNIT

3:46 Phone Luis Aug 18, 2017, 5:50 PM

Hey this luis I just had a question if is possible if you can change the apartment name under our name because my social worker is asking for the papers I was just trying to see if you can do us that favor

Ok please send me the names of everyone on lease

Aug 19, 2017, 7:09 AM

Can you send the name

Aug 19, 2017, 9:20 AM

3:46 Phone Luis Aug 19, 2017, 9:40 AM

- María Amezcuita Arceo
- Luis Cervantes
- Jovani Ayala Amezcuita
- Linda Ayala Amezcuita
- Luis David Ayala Amezcuita
- Ruby Ayala Amezcuita
- Jessica Ayala Amezcuita

7 people are living there ?

Aug 20, 2017, 6:02 AM

3:46 Phone Luis Aug 20, 2017, 6:02 AM

Luis I'm looking at the old lease and I don't see any of the names on the lease. I thought you were the son of Nazana Nevarez. How are you related to nazana ?

Aug 20, 2017, 10:39 AM

Hi Luis! Per my conversation with you and Nancy you are residing in the unit illegally as Nancy cannot allow or sublet

3:47 Phone Luis Aug 20, 2017, 10:39 AM

Hi Luis! Per my conversation with you and Nancy you are residing in the unit illegally as Nancy cannot allow or sublet the unit to others without my permission or consent. I was unaware Nancy left the country. She is in breach of contract and she and you and your family must vacate the unit immediately. I will send Nancy and everyone in the unit a 3 day notice to quit. This is the beginning process of

3:47 Phone Luis

Nancy and everyone in the unit a 3 day notice to quit. This is the beginning process of eviction. This will effect Nancys credit if you do not vacate the unit

At this time there's 7 people living in the unit and that is endangering the lives of you and those residing in the unit as well as my other tenants in the apartment complex. You must not allow more than 3 in the unit as it against housing code and a

3:47 Phone Luis

At this time there's 7 people living in the unit and that is endangering the lives of you and those residing in the unit as well as my other tenants in the apartment complex. You must not allow more than 3 in the unit as it against housing code and a possible fire hazard. This is against the fire code

Hey we are waiting for my mom to get out of work and I was trying to ask if we can pay less

3:47 Phone Luis

Hey we are waiting for my mom to get out of work and I was trying to ask if we can pay less because we really want to stay here

I will meet you on Thursday at 9am

Here are some non profit organizations that can help you per our conversation. Season of sharing Catholic charities

Ok thank you



Fong Investments: Account Activity Transaction Details

Post date: 07/08/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0262910428

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0262910428

Transaction category: Income: Deposits



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 06/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1476793191

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1476793191

Transaction category: Income: Deposits

000124



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 05/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0317314036

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0317314036

Transaction category: Income: Deposits

000125



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 04/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1750389378

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1750389378

Transaction category: Income: Deposits



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 03/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1789276445

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1789276445

Transaction category: Income: Deposits

000127



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 02/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 2740017444

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 2740017444

Transaction category: Income: Deposits



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 12/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

City of Oakland Rent Adjustment Program

Owner Response

2018 NOV 27 PM 12:28

Case **T18-0311**
Property Address **1791 28th Avenue**

Party	Name	Address	Mailing Address
Tenant	Maria & Luis Cervantes (510) 927-1332	1791 28th Avenue Oakland, CA 94601	
Owner	May & Grant Fong 650-757-2988	358 Cerro Court Daly City, CA 94015	

Business Information

Date of which you acquired the building	1-30-2015
Total Number of Units	6
Is there more than one street address on the parcel?	No
Type of Unit	Apartment, Room or Live-work
Is the contested increase a capital improvements increase?	No

Rent History

The tenant moved into the rental unit on	8-24-2017
Initial monthly rent	1233
Have you (or a previous Owner) given the City of Oakland's form entitled Notice to Tenants of Residential Rent Adjustment Program ("RAP Notice") to all of the petitioning tenants?	Yes
On what date was the notice first given?	8-24-2017
Is the tenant current on the rent?	No

Exemption

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

City of Oakland Rent Adjustment Program

Owner Response

Case T18-0311

Property Address 1791 28th Avenue

The rent for the unit is controlled, regulated or subsidized by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance. No

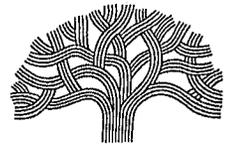
The unit was newly constructed and a certificate of occupancy was issued for it on or after January 1, 1983. No

On the day the petition was filed, the tenant petitioner was a resident of a motel, hotel, or boarding house for less than 30 days. No

The subject unit is in a building that was rehabilitated at a cost of 50% or more of the average basic cost of new construction. No

The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory owned and operated by an educational institution. No

The unit is located in a building with three or fewer units. The owner occupies one of the units continuously as his or her principal residence and has done so for at least one year. No



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA. SUITE 5313 • OAKLAND.

Housing and Community Development
Department Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

CORRECTED HEARING DECISION

CASE NUMBER: T18-0311 Cervantes v. Fong
PROPERTY ADDRESS: 1791 28th Avenue, Oakland, CA
DATE OF HEARING: June 3, 2019
DATE OF CORRECTED DECISION: October 16, 2019
APPEARANCES: Xavier Johnson, Attorney for Tenant
Luis Ayala Cervantes, Tenant
Maria Amezquita, Tenant
Abigail Romero, Interpreter
May Fong, Owner

REASON FOR CORRECTED DECISION

On October 3, 2019, a Hearing Decision was mailed to all parties. On page 3 of that Hearing Decision, it stated "The owner also told the tenant her rent would be increased because there were so many people living in the unit." After reviewing the audio recording of the Hearing, that sentence has been removed. Other than the removal of that sentence from page 3, the Hearing Decision remains the same.

This CORRECTED HEARING DECISION does not set a new appeal period.

SUMMARY OF DECISION

The tenant's petition is partly granted.

CONTENTIONS OF THE PARTIES

On June 12, 2019, the tenant filed a petition contesting two (2) rent increases, and alleging that her housing services have decreased. The basis for the tenant's petition includes the following:

- The CPI and/or banked rent increase notice I was given was calculated incorrectly;

- The increases exceed the CPI Adjustment and are unjustified or are greater than 10%;
- I received a rent increase notice before the property owner received approval from the Rent Adjustment Program for such as increase and the rent increase exceeds the CPI Adjustment and the available banked rent increase;
- No written notice of Rent Program was given to me together with the notice of increases I am contesting;
- 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 increases;
- The increase I am contesting is the second increase in my rent in a 12-month period;
- 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;
- The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner; and
- The proposed rent increase would exceed an overall increase of 30% in 5 years.

The owner filed a timely response denying the allegations.

THE ISSUES

- (1) When, if ever, did the tenant receive the form Notice to Tenants (RAP Notice)?
- (2) Are the contested rent increases valid?
- (3) Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?

EVIDENCE

Rent History and RAP Notice

On her petition, the tenant stated that she moved into the subject unit in August of 2015, at an initial monthly rent of \$945.00. She did not sign a lease at that time but paid rent directly to the owner. On August 24, 2017, the tenant signed a written lease for the subject property effective September 1, 2017.¹ The lease states that the tenant's rent shall be \$1,233.00 for the first three (3) months and will increase to \$1,400.00 in December of 2017. The tenant testified that she paid \$1,233.00 in rent monthly for September, October, and November of 2017. In December of 2017, the tenant began paying \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00. The tenant testified that she began paying \$1,200.00 because she found out that she was

¹ Exhibit 1

paying more than other tenants in the building. The tenant is still paying \$1,200.00 in rent monthly.

The tenant further testified that the 2017 lease was negotiated in Spanish, with the tenant's minor son serving as an interpreter, but the tenant was only provided the written lease in English. The tenant also testified that she first received the RAP Notice on August 24, 2017, at the time she signed the lease.² The RAP Notice was provided to her in English and in Spanish. Finally, the tenant testified that she signed the 2017 lease under duress, because the owner told her that if she did not sign it, the owner would evict them because there were too many people living in the unit. The tenant testified that there are two (2) adults, and five (5) minor children living in the unit.

The owner testified that she received a text from the tenant's son in August of 2017, requesting a lease under the tenant's name. It was only at that time that she realized that the tenants did not have a lease for the property. She also found out that there were seven (7) people living in the unit. That is a fire hazard, so the owner told the tenant that she could only have three (3) people living in the unit. Finally, she testified that both parties came to an agreement that the rent would be \$1,233.00 for the first three months after the lease was signed and would increase to \$1,400.00 in December of 2017. The owner testified that the tenant has paid \$1,200.00 in rent monthly instead of the increased amount of \$1,400.00.

Decreased Housing Services

With the petition, the tenant submitted a list of decreased housing services. The parties testified as follows regarding the tenant's list of decreased housing services.

Electrical Wiring: The tenant testified that some of the electrical outlets were broken. Sparks came out if anything was plugged into the outlets. She first noticed this issue shortly after moving into the unit, in August of 2015. She complained about the electrical outlets to the maintenance worker, Mateo, on three or four occasions over the years but nothing was done. The City of Oakland Code Enforcement Services did an inspection of the unit on April 23, 2018, and issued a Notice of Violation on April 25, 2018.³ The Notice of Violation cited a code violation for the electrical outlets in the living room and bathroom. In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁴ The tenant testified that she has not had any issues with the outlets since July of 2018.

The owner testified that she did not receive notice of this issue until she received the Notice of Violation dated April 25, 2018. She never received a verbal or written complaint from the tenant. In response to the Notice of Violation, she completed the necessary repairs and the violation was abated as of July 2018.

² Exhibit 1

³ Exhibit 3

⁴ Exhibit 3

Windows: The tenant testified that the windows in the bedroom do not open completely and the window in the living room is not installed properly. She noticed this issue when she first moved into the unit. She complained to Mateo, the maintenance worker, about this issue multiple times. The Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly". In response, the owner completed repairs and Code Enforcement records show that the violation was abated on July 6, 2018.⁵ The tenant testified that she has not had any issues with the windows since July of 2018.

Mold in Bathroom: The tenant testified that there is mold in the bathroom, specifically around the sink and bathtub. She uses Clorox to clean the mold but it keeps returning. She complained to Mateo about the mold when she first moved into the unit but nothing has been done. The tenant submitted photographs of the mold.⁶

The owner testified that she never received notice of the mold prior to the filing of the petition. Further, mold was not cited in the Notice of Violation dated April 25, 2018.⁷

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. The drawers get stuck because they do not fit properly into the cabinets. She complained to Mateo, the maintenance worker, about this issue approximately a year after moving into the unit. Mateo sanded the drawers but they still got stuck. The Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement records show that the violation was abated on July 6, 2018.⁸

Splitting of Utilities: The parties did not provide any testimony on this issue; therefore, this claim is dismissed.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Invalid Rent Increases

The Rent Adjustment Ordinance states that an owner seeking a rent increase in excess of the CPI Rent Adjustment or available banking must first petition the Rent Program and receive approval for the rent increase before the rent increase can be imposed⁹. Any rent increase not based on the CPI Rent Adjustment or Banking that is not first approved by the Rent Adjustment Program is void and unenforceable.¹⁰

In this case, the contested rent increases exceed the CPI Rent Adjustment and available banking. The owner failed to petition the Rent Program to receive approval for

⁵ Exhibit 3

⁶ Exhibit 4

⁷ Exhibit 3

⁸ Exhibit 3

⁹ O.M.C. §8.22.065(A)

¹⁰ O.M.C. §8.22.065(A)

the rent increases built into the 2017 lease before imposing the increases on the tenants. Therefore, the contested rent increases are void and unenforceable as a matter of law. The monthly rent remains \$945.00; the rent amount prior to the rent increases imposed in the 2017 lease. Since the tenants have paid a portion of the rent increases, they are owed restitution for rent overpayments as outlined in the Table below.

Although the tenant acknowledged receiving the RAP Notice in August of 2017, the timeliness requirements outlined in the RAP Notice only apply to rent increases based on the CPI, banking, or other claims such as decreased housing services, code violations etc. The timeliness requirements do not apply to rent increases that are void and unenforceable as a matter of law.

Timeliness of Decreased Housing Service Claims

The Oakland Rent Ordinance provides that for a petition claiming decreased housing services:

- a. If the decreased housing is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within ninety days of whichever of the following is later:
 - i. The date the tenant is noticed or first becomes aware of the decreased housing service; or
 - ii. The date the tenant first receives the RAP Notice.
- b. If the decreased housing is ongoing, the tenant may file a petition at any point but is limited in restitution for ninety (90) days before the petition is filed and to the period of time when the owner knew or should have known about the decreased housing service.¹¹

Therefore, the tenant's restitution for any decreased housing services shall be limited to March of 2018, ninety (90) days before the petition filing date of June 12, 2018.

Decreased Housing Services

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy, or one that is required to be provided in a contract between the parties, or a violation of the housing or building code which seriously affects the habitability of the tenant's unit. Further, an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted.

¹¹ O.M.C. Section 8.22.090(A)(3)

¹² O.M.C. Section 8.22.070(F)

¹³ O.M.C. Section 8.22.110(E)

Additionally, the tenants have the burden of proof with respect to each claim.

Electrical Wiring: The tenant testified credibly that some of the electrical outlets were broken and she notified Mateo, the maintenance worker, about this issue multiple times. Mateo is an agent of the owner, and therefore, notice of this issue is imputed onto the owner. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the electrical outlets in the living room and bathroom. Code Enforcement records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Windows: The tenant testified credibly that the windows in the bedroom do not open completely and she notified Mateo about this issue multiple times. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the windows, stating that the "windows in the bedroom do not open/close properly", Code Enforcement Records show that the violation was abated on July 6, 2018.¹⁴

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

Mold in Bathroom: The tenant testified that she complained about mold in the bathroom to Mateo when she first moved into the unit. However, mold was not cited in the Notice of Violation dated April 25, 2018. The tenant has failed to sustain her burden of proof regarding the mold and compensation for this claim is denied.

Kitchen Drawers: The tenant testified that the kitchen drawers and cabinets do not open and close properly. Further, the Notice of Violation dated April 25, 2018, cited a code violation for the kitchen drawers. Code Enforcement Records show that the violation was abated on July 6, 2018.

This claim affects the habitability of the unit and the tenant is entitled to compensation for past decreased housing services from March 2018, through July 2018, as stated in the Table below.

¹⁴ Exhibit 3

VALUE OF LOST SERVICES

Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Electrical Outlets	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Windows	1-Mar-18	1-Jul-18	\$945	2%	\$ 18.90	5	\$ 94.50
Drawers	1-Mar-18	1-Jul-18	\$945	1%	\$ 9.45	5	\$ 47.25
TOTAL LOST SERVICES							\$ 236.25

OVERPAID RENT

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Sep-17	1-Nov-17	\$1,233	\$945	\$ 288.00	3	\$ 864.00
1-Dec-17	1-Oct-19	\$1,200	\$945	\$ 255.00	23	\$ 5,865.00
TOTAL OVERPAID RENT						\$ 6,729.00

RESTITUTION

MONTHLY RENT	\$945
TOTAL TO BE REPAYED TO TENANT	\$ 6,965.25
TOTAL AS PERCENT OF MONTHLY RENT	737%
AMORTIZED OVER	MO. BY REG. IS
OR	
OVER 24	MONTHS BY HRG. OFFICER IS \$ 290.22

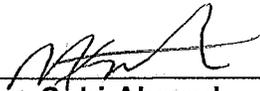
ORDER

- Petition T18-0311 is partly granted.
- The 2017 rent increases are invalid. The tenant's base rent remains \$945.00.
- The tenant is entitled to restitution for rent overpayments and past decreased housing services in the amount of \$6,965.25. The restitution shall be amortized over twenty-four (24) months. The tenant's rent from November 2019 to October 2021 is \$654.78. In November of 2021, the tenant's rent will revert to the base rent of \$945.00.
- The remaining claims of decreased housing services are denied.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received

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

Dated: October 16, 2019



Maimoona Sahi Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T18-0311

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

Corrected Hearing Decision

Owner

May & Grant Fong
358 Cerro Court
Daly City, CA 94015

Tenant

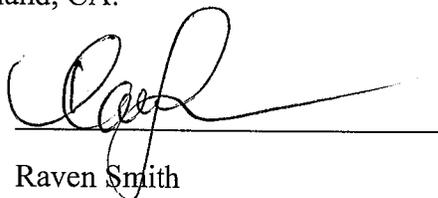
Maria & Luis Cervantes
1791 28th Avenue
Oakland, CA 94601

Tenant Representative

Xavier Johnson, Centro Legal de la Raza
3022 International Blvd Ste. 410
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 17, 2019** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000141

CITY OF OAKLAND



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

Housing, Residential Rent and Relocation Board (HRRRB)

PANEL APPEAL DECISION

CASE NUMBER: T18-0311, Cervantes v. Fong
APPEAL HEARING: January 16, 2020
PROPERTY ADDRESS: 1791 28th Avenue
Oakland, CA
APPEARANCES: May Lee Fong Owner Appellant
Xavier Johnson Tenant Appellee Representative

Procedural Background

On June 12, 2018, tenants Maria Amezcuita and Luis Ayala Cervantes filed a petition contesting rent increases and claiming code violations and decreased housing services. The contested rent increases included the following:

- 4/26/18-from \$1,200 to \$1,400
- 10/3/17-from \$945 to \$1,200
- 9/5/17-from \$945 to \$1,233

The decreased housing claims included (1) malfunctioning electrical wiring, (2) windows not closing or installed properly, (3) mold in the bathroom, (4) kitchen drawers do not open properly and (5) splitting of utilities.

Staff mailed a copy of the tenant petition and owner response form to the owners on August 17, 2018. The owners filed untimely Owner Responses on November 18, 2018, and November 27, 2018.

On October 3, 2019, the Hearing Officer issued a Hearing Decision, stating the owners filed a timely response to the tenant petition (Owner May Fong was permitted to participate in the hearing). The Decision noted that the tenant

testified that her rent was \$945 when she moved into the unit in August 2015 and that the owner testified that she realized in 2017 that the tenants did not have a lease. Regarding the decreased housing services claims, the Hearing Decision noted that the tenant testified that she complained to the building maintenance worker about the problems, that the City issued a Notice of Violation in April 2018 related to the electrical wiring, windows, and drawers, and that City records showed that the violations were abated in July 2018.

The Decision denied the rent increases in the 2017 lease (\$1,233 for the first three months, \$1,400 thereafter) on the grounds that the owners did not seek prior approval from the Rent Adjustment Program of increases more than CPI or banking, and stated that the tenants' base rent remains \$945.00. The Decision ordered restitution for rent overpayment and past decreased housing services in the amount of \$6,965.25 (\$6,729 for rent paid 9/1/17 to 11/1/17 and 12/1/17 to 10/1/19; \$236.25 for problems with electrical outlets, windows, and drawers, 3/1/18 to 7/1/18), amortized over 24 months. Finally, the Decision denied the remaining decreased housing services claims. The Decision did not address the Costa Hawkins issue of whether the 2017 lease constituted a new tenancy.

Grounds for Appeal

The owners filed an appeal on October 9, 2019, on the following grounds:

- The decision violates federal, state or local law;
- The decision is not supported by substantial evidence;
- Other.

Specifically, the owner contends that:

- (1) The Hearing Officer calculated the rent incorrectly, which is \$1,400.00 per the signed lease, not \$945.00;
- (2) Regarding the decreased housing claim, the electrical outlet issue was caused by the tenants' overloading appliances and overcrowding of the 1 bedroom unit, the restitution period was incorrectly calculated from March 2018 to July 2018, and the owners were not advised of any problems until May 2018 and made repairs by June 1, 2018;
- (3) The Hearing Decision violates California Civil Code Section Article 2, Rental Agreement, §798.15-798.23.5. The original tenant was Nazana Nevarez, who sublet his unit to the tenant without the owner's prior written consent. The owner was unaware that Ms. Amezquita and Mr. Cervantes were illegal tenants until August 24, 2017. The owners agreed to allow them to stay upon signing of a new lease, based on 3 persons residing in the unit. The lease provides that the rent for the unit may be raised to market rates when the last original tenant moves

from the premises. The original tenant moved out and the owner raised the monthly rent to \$1,400.00;

- (4) The decision is not supported by substantial evidence because the tenants' claims are not supported with documents;
- (5) While the tenants did not receive the RAP notice until they signed the new lease, the RAP notice was sent to the original tenant. The owners also denied that they told the tenants that their rent would be increased because there were so many people living in the unit. On October 17, 2019, the Hearing Officer issued a Corrected Hearing Decision, removing the sentence on page 3 of the Hearing Decision stating "The owner also told the tenant her rent would be increased because there were so many people living in the unit."

Appeal Decision

After questions to the parties and Board discussion, R. Stone moved to remand the Hearing Decision to the Hearing Officer to address when the tenancy commenced, and state the reasoning as to when the tenancy commenced, and restate the monthly base rent, disregarding any evidence presented on appeal. K. Sims seconded the motion.

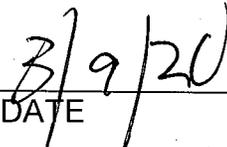
The Board panel voted as follows:

Aye: R. Stone, K. Sims
Nay: H. Flanery
Abstain: 0

The motion carried.



CHANEE FRANKLIN MINOR
BOARD DESIGNEE
CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD



DATE

PROOF OF SERVICE
Case Number T18-0311

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

HRRRB Panel Appeal Decision

Owner

May & Grant Fong
358 Cerro Court
Daly City, CA 94015

Tenant

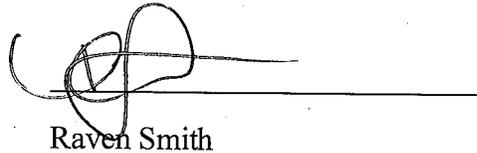
Maria & Luis Cervantes
1791 28th Avenue
Oakland, CA 94601

Tenant Representative

Xavier Johnson, Centro Legal de la Raza
3022 International Blvd Ste. 410
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 10, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000145

Silveira, Ava

From: May Fong <mayfong@pacbell.net>
Sent: Friday, January 24, 2020 9:53 AM
To: Silveira, Ava
Subject: Fw: Owner Response - Rent Adjust Program CASE T18-0311
Attachments: ADDENDUM CASE CERVANTES.pdf

RECEIVED

JAN 24 2020

RENT ADJUSTMENT PROGRAM
OAKLAND

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hi Ava!

Here is another case I sent to Margaret this addendum and when I was at the hearing the hearing officer says they didn't receive it. This is what I told you about. Roberto told me this case was Margaret so I forwarded to her. I was very shocked when the hearing officer told me she didn't receive the addendum and then she wouldn't take what I had into consideration because she claims she didn't receive it in the file. In the past hearings especially I remember with Barbara Kong, the tenant's attorney would give the hearing officer paperwork at the hearing and it was taken into account.

This was a huge impact in my case and I will send you the originals for this case too because in appeal they would not take this in consideration claiming it was new evidence and was remanded back to the hearing officer. The tenant did not give any evidence yet the hearing officer only based her decision on tenant testimony and not on the evidence presented.

May

----- Forwarded Message -----

From: May Fong <mayfong@pacbell.net>
To: Sullivan, Margaret <MSullivan@oaklandca.gov>
Sent: Friday, November 16, 2018, 04:08:52 PM PST
Subject: Re: Owner Response - Rent Adjust Program CASE T18-0311

Hi!

Can you add this addendum to this case?

May

From: "Costa, Robert" <RCosta@oaklandca.gov>
To: May Fong <mayfong@pacbell.net>
Cc: "Sullivan, Margaret" <MSullivan@oaklandca.gov>
Sent: Tuesday, November 13, 2018 8:54 AM
Subject: RE: Owner Response - Rent Adjust Program

Hi May:

We received your online response, I have printed and date stamped the document to be included in the file by the assigned Program Analyst, Margaret Sullivan.

I have forwarded your e-mail to Ms. Sullivan, her direct line is (510) 238-7387 if you have additional questions about this case.

Best,

Roberto F. Costa

City of Oakland Housing & Community Development Department
Rent Adjustment Program Analyst II

Mailing Address: Rent Adjustment Program / 250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

TEL. 510-238-2079 – Direct

TEL. 510-238-3721 – Main Number

FAX. 510-238-6181

Email: RCosta@oaklandca.gov

From: May Fong [mailto:mayfong@pacbell.net]

Sent: Monday, November 12, 2018 10:07 AM

To: Costa, Robert <RCosta@oaklandca.gov>

Subject: Fw: Owner Response - Rent Adjust Program

Hi Roberto!

Did you receive my lease attached to my online response?

May

----- Forwarded Message -----

From: City of Oakland - Applications <oakapps@oaklandnet.com>

To: mayfong@pacbell.net

Sent: Thursday, September 6, 2018 10:18 AM

Subject: Owner Response - Rent Adjust Program

Owner Response Submission Confirmation

Thank you for submitting your response to case number T18-0311.

Your response number is 58.

A copy of your response will be added to the case file and a copy will be sent to the other party. Both parties may submit any further documentation up until 14 days before the assigned hearing date. Please pay close attention to your email and mail for further information regarding this case.

If at any point you would like to withdraw your petition, please submit a withdrawal form that can be found on the Rent Adjustment Program website. If you have any questions please contact RAP staff at Phone: (510) 238-3721.

ADDENDUM T18-0311 CERVANTES

Please find attached original tenant lease showing prohibition of sublease. Tenant was unauthorized tenant. I've also attached texts to show the thread regarding the realization of Tenant's were the unauthorized tenants. Tenant committed fraud in obtaining lease claiming 3 occupants when there was actually 7.

000148

Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

DS [Signature] 12/29/2014

Owner Joseph S. Martinez

Agent for Rent & Notices Same as above (Name)

1814 28th Ave Oakland Ca, 94601 (Address)

510-326-1943 JSMDGoldenHours@gmail.com (Phone & Email)

Tenants Nazania V. Nevarrez (Name) 11-25-77 (DOB)

Teresa Vazques (Name) 5-17-95 (DOB)

Fernando Nevarrez (Name) 10-15-97 (DOB)

Cesar Nevarrez (Name) 6-29-04 (DOB)

(Name) _____ (DOB) _____

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes Monthly charge \$ NA payable with monthly rent.

Storage Storage space assigned yes Monthly charge \$ NA payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT)
 Personal check
 Cashier's check or money order
 Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1, 2012 and ends on May 30, 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

General Terms and Conditions of Tenancy

Use and Occupancy

The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

Rental Agreement (Month-to-Month)

Rent

Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

Late Payments

Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

Returned Payments

Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

Individual Liability

Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

Failure to Pay

As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

Security Deposit

Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary for: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

Subletting

Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner. No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

Parking

The assigned parking space is for the exclusive use of the tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the space. Any motor vehicle maintenance or repair performed in the space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

Storage

Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page N.N (Tenant Initials)

Rental Agreement (Month-to-Month)

- Condition of Premises** Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
- Appliances and Fixtures** Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
- Pets** Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.

Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manner. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.
- Trash** Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
- Owner's Access** California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
- Extended Absences** Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- Quiet Enjoyment** Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- Repairs and Alterations** Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
- Financial Responsibility** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
- Water-filled Furniture** No waterbed or other item of water-filled furniture will be kept on the Premises.
- Smoke Detectors** The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.
- Termination** The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page N.N. (Tenant initials)

Rental Agreement (Month-to-Month)

Attorney Fees In any action or legal proceeding, to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist
 Oakland Notice to Tenants
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12
 Owner or Agent Date

Tenant _____	Date _____	Tenant _____	Date _____
<u>Nazaria Navarro</u>	11-28-12		
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____

Receipt

By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:

Security Deposit: \$ _____

Rent: \$ _____ for the period _____ to _____

Other: \$ _____ for _____

Total received: \$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
 Form Rental Agreement (Month-to-Month) © (06/11)



NOTICE TO TENANTS AT 28TH AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28th Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.

Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong
415-812-9908

000153

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.
• 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 ("CPI increase").
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants.
• If you contest a rent increase, you must pay your rent with the contested increase until you file a petition.
• 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.
• Oakland charges owners a Rent Program Service Fee per unit per year.
• 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).

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
• Smoking (circle one) IS or IS NOT permitted in other units of your building.
• 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.
Baun Thoang Baun quyeàn lòi cuà ngòðøi thueà trong Oakland naøy cuông còu baeng tieáng Vièät. Neà còu mòät baun sao, xin goii (510) 238-3721.

THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

1791-28th Avenue, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94601
(City) (Zip)

You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or
8/1/16, whichever is later, your monthly rent which is payable in advance on or before the
(Date)

1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

6/30/16
Date

May Fong
Owner/Agent May Fong

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of June (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

- BY MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: San Francisco Date of Mailing: 6/30/16

- BY DELIVERING a copy of the Notice to the following resident(s) PERSONALLY: _____
- BY LEAVING a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;
AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

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

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

May Fong
Name of Declarant (Print)

(Signature of Declarant)

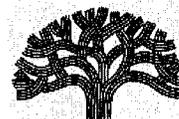


California Apartment Association Approved Form
www.caanet.org
Form 5.1-SV - Revised 12/14 - ©2014 - All Rights Reserved
Page 1 of 1

Unauthorized Reproduction
of Blank Forms is Illegal.



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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 (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner 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 the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <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. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it 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. Your payment for the annual fee is not part of the rent. 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.)

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.
Baùn Thoàng Baùo quyeàn lóii củà ngöðøi theä trong Oakland nàø y củöng còu baèng tieáng Viëät. Ñeä còu mòät baùn sao, xin göii (510) 238-3721.



Fong Investments: Account Activity Transaction Details

Post date: 12/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 1603915720

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits

THIS DOCUMENT HAS A TRUE WATERMARK AND VISIBLE FIBERS DISCEARNIBLE FROM BOTH SIDES

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

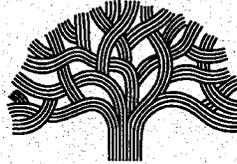
**ACCOUNT
NUMBER**
00205989

The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 85.04.190A, of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA FONG GRANT W & MAY L

BUSINESS LOCATION 1783 28TH AVE
OAKLAND, CA 94601-2453

BUSINESS TYPE M Rental- Apartment



EXPIRATION DATE
12/31/2020



MAY FONG
MAY FONG
358 CERRO CT
DALY CITY, CA 94015-4087

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

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

RECEIVED

JAN 28 2020

RENT ADJUSTMENT PROGRAM
OAKLAND

000160

RECEIVED

ADDENDUM B - T18-0311 CERVANTES

JAN 28 2020

RENT ADJUSTMENT PROGRAM
OAKLAND

I want to point out that I emailed the original lease on November 3, 2018 to Ms. Sullivan to show the Cervantes were illegal subtenants which I prohibited based on the lease. I brought this to the hearing and because the hearing officer did not find it in the file, she would not allow it to be considered in the case. As I mentioned, in past hearings, specifically I recall with hearing officer Barbara Kong, she had accepted evidence from Tenant attorneys presented at the hearing. The hearing officer abused her discretion by failing to consider the leases and applying unequal standards to my evidence of the original lease establishing the Tenants were unauthorized subtenants and failed to consider the mutually signed new lease. The Tenants failed to meet their burden of proof to establish their rent to be \$945 yet the hearing officer took only the tenant's testimony in regards to the rent amount.

I request the hearing officer to accept the original lease into evidence as proof the tenants were illegal subtenants which was prohibited. Cervantes was new tenants and under Costa Hawkins and Oakland Municipal code, Owner is able to set rent at market rent. Therefore, the hearing officer should find the rent is \$1400.

000161

Fw: Owner Response - Rent Adjust Program CASE T18-0311

From: May Fong (mayfong@pacbell.net)
To: asilveira@oaklandca.gov
Date: Friday, January 24, 2020, 09:53 AM PST

Hi Ava!

Here is another case I sent to Margaret this addendum and when I was at the hearing the hearing officer says they didn't receive it. This is what I told you about. Roberto told me this case was Margaret so I forwarded to her. I was very shocked when the hearing officer told me she didn't receive the addendum and then she wouldn't take what I had into consideration because she claims she didn't receive it in the file. In the past hearings especially I remember with Barbara Kong, the tenant's attorney would give the hearing officer paperwork at the hearing and it was taken into account.

This was a huge impact in my case and I will send you the originals for this case too because in appeal they would not take this in consideration claiming it was new evidence and was remanded back to the hearing officer. The tenant did not give any evidence yet the hearing officer only based her decision on tenant testimony and not on the evidence presented.

May

----- Forwarded Message -----

From: May Fong <mayfong@pacbell.net>
To: Sullivan, Margaret <MSullivan@oaklandca.gov>
Sent: Friday, November 16, 2018, 04:08:52 PM PST
Subject: Re: Owner Response - Rent Adjust Program CASE T18-0311

Hi!

Can you add this addendum to this case?

May

From: "Costa, Robert" <RCosta@oaklandca.gov>
To: May Fong <mayfong@pacbell.net>
Cc: "Sullivan, Margaret" <MSullivan@oaklandca.gov>
Sent: Tuesday, November 13, 2018 8:54 AM
Subject: RE: Owner Response - Rent Adjust Program

Hi May:

ADDENDUM T18-0311 CERVANTES

Please find attached original tenant lease showing prohibition of sublease. Tenant was unauthorized tenant. I've also attached texts to show the thread regarding the realization of Tenant's were the unauthorized tenants. Tenant committed fraud in obtaining lease claiming 3 occupants when there was actually 7.

000163

Rental Agreement (Month-to-Month)

Rent

Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.

Late Payments

Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.

Returned Payments

Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.

Individual Liability

Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.

Failure to Pay

As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.

Security Deposit

Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear, and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.

Subletting

Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.

Parking

The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.

Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.

Storage

Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page NN (Tenant initials)

Rental Agreement (Month-to-Month)

Attorney Fees In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist
 Oakland Notice to Tenants
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12
 Owner or Agent Date

Tenant _____	Date _____	Tenant _____	Date _____
Tenant <u>Mazaria Nunez</u>	Date <u>11-28-12</u>	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____
Tenant _____	Date _____	Tenant _____	Date _____

<u>Receipt</u>	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ _____
Rent:	\$ _____ for the period _____ to _____
Other:	\$ _____ for _____
Total received:	\$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
 Form Rental Agreement (Month-to-Month) © (06/11)



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
• 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 ("CPI increase"). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases ("banking"). No annual rent increase may exceed 10%. The owner 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 the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
• To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: 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. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has not been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it 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. Your payment for the annual fee is not part of the rent. 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.)

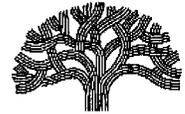
TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, 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.
BaÙn Thoàng Baùo quyeàn lờii cuõa ngõõphi thueá trong Oakland naøy cuõng cõu baèng tieáng Vieät. Ñeã cõu moãt baÙn sao, xin goii (510) 238-3721.

CITY OF OAKLAND



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- 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)

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La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
Baùn Thoàng Baùo quyềàn lờii củũa ngồđđi thueã trong Oakland nàøy củồng còu baềng tieáng Việãt. Neã còu moãt baùn sao, xin gỏii (510) 238-3721.



Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits

000168

 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 May Fong		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1791-28th Avenue, Oakland, Ca 94601			
Appellant's Mailing Address (For receipt of notices) 358 Cerro Court, Daly City, Ca 94015		Case Number T18-0311	
		Date of Decision appealed November 24, 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: 32.

*Please listen to only the section of testimony on the audio day of hearing.

• 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 October 8, 20¹⁹, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Luis Cervantes AND Maria Amezquita
<u>Address</u>	1791-28th Avenue
<u>City, State Zip</u>	Oakland, Ca 94601
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	12/28/20
---	----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

For more information phone (510) 238-3721.

T18-0311 APPEAL EXPLANATION

- 1) The hearing officer calculated the rent incorrectly. The rent for tenants Cervantes and Amerzquita was \$1400 as per signed lease in **Exhibit A**. The application for habitability issues is also incorrect. The electrical issues was due to the tenants' overloading the circuits with expansive outlets with overloading appliances. Please see attached **Exhibit B**. This caused shortages and dangerous circumstances and is due to the overcrowding of the unit 1 bedroom unit. The hearing officer calculated the decreased housing from March 2018 to July 2018. She has to put into account that the Owner was not made aware of any problems until receiving notice regarding the issues from code enforcement in or about May 2, 2018. Owners are allotted a reasonable time period to make repairs. Electrical and cabinets were repaired on May 8, 2018. Window Repairs were completed June 1, 2018 due to ordering of windows. Please see attached receipts and email with the Code Enforcement Inspector. Please see attached **Exhibit C**. **The hearing officer did not adhere to the decrease housing clause.** [an owner must be given notice of a problem, and a reasonable opportunity to make repairs, before a claim of decreased housing services will be granted] These were all repaired within a reasonable time period which is exactly a day after receiving notice repairs had been made with exception of the windows that needed special ordering; therefore, there should be no compensation for decreased housing. The issues were abated in July only because the inspection for the unit was scheduled for July.

- 2) d) The decision violates Ca state law 2007 California Civil Code Article 2. Rental Agreement CA Codes (civ:798.15-798.23.5) CIVIL CODE SECTION 798.15-798.23.5. Tenant Luis Cervantes AND Maria Amezquita attempts to claim they should takeover the rent amount set at the original tenant lease. Nazana Nevarez was the original tenant that signed a valid lease with previous landlord on May 30, 2012. Please see attached **Exhibit D**. Owner May Fong purchased property January 30, 2015 and sent notices to existing tenants of new ownership information along with RAP information to the original authorized tenant. Please see attached **Exhibit E**. Nazana Nevarez subletted the unit to Luis Cervantes and Maria Amezquita without my approval or consent which is a breach of lease terms. Please see highlighted section regarding Subletting. It states the following:

[Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owners rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of

this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.

In the event that Owner consents to any sub-tenancy, is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.

No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.]

Owner May Fong was totally unaware that Luis Cervantes and Maria Amezquita were illegal subtenants that moved into premises without authorization until the text sent by Luis Cervantes 8/18/17 as stated at the hearing. Please see attached **Exhibit F**. Original tenants were given proper notices with RAP notices. Please see attached **Exhibit E**.

When Owner was made aware of the Cervantes and Amezquita were illegal subtenants, Owner was to evict them based on violation of lease and unauthorized subtenants. Tenants begged owner to stay. With heart, On August 24, 2017, Owner decided to allow tenant to stay and have tenants fill out an application and sign new lease as per original lease **ONLY** based on 3 persons residing in Premises and abide by stipulation in the original lease that the **rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises**. Tenants Cervantes and Amezquita professed on multiple occasions they only had 3 in their family. Owner would never have signed a new lease with 7 living in a 1 bedroom unit because it is an unsafe and unhealthy environment.

Per original lease, Original Tenant(s) moved out of Premises and Cervantes and Amezquita had become the new tenant, the lease sign and agreed by both parties raised to market rate at \$1400 per month is valid according to the California state law. Please see attached **Exhibit D**.

2.e. The decision is not supported by substantial evidence. The **Preponderance** of evidence is upon the Petitioner to not give testimony but present factual supported documented evidence. All of the tenants' claim has not been supported with any documents and the evidence the hearing officer claims is not accurate. The hearing officer claimed the tenant did not receive the RAP until we signed a new lease which is correct. However, she neglected to acknowledge all the RAP notices Owner sent was to the original tenant Nanzania. Tenants Cervantes and Amezquita would not be sent these notices. Please see attached **Exhibit F**.

The hearing officer did not take into account that tenants Cervantes and Amezquita were unauthorized subtenants until the new lease was signed. I emphasize they were not the authorized master tenants. Any rent payments the Petitioner claims was directly deposited in Owners account without disclosing to the Owner the rent payments were from anyone but the master tenants owners. Rent payments were also deposited in owners account with either cash or bank transfer masking who is depositing the rent. Please see **Exhibit G**. As evidenced in the application and lease signed and dated August 24, 2017. Please see attached **Exhibit A**. This is the Petitioners'

only and original lease as new tenants at the new marker rate of \$1400 (market value is \$1800). The attached stated the terms of lease as per California law and was based on the tenant's misrepresentation of facts regarding their claim was only 3 persons in the unit.

The hearing officer incorrectly claims that Owner testified "told the tenant her rent would be increased because there were so many people living in the unit." This is TOTALLY UNTRUE. Please listen to audio. Owner never made any claims of raising the rent due to the amount of people in unit. The rent was raised to market value as allowed by law when the original tenant vacates premises which happened. It is a fact I stated only 3 tenants can reside in the Premises and the tenant misrepresented themselves. Owner did indicate and firmly believe 7 in a 300 sleeping space is unsafe and hazardous but never claimed the rent is raised due to the amount of people that would be living there.

Tenants Cervantes and Amezquita were unauthorized subtenants and as per original lease in **Exhibit D**, the rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises as well as State and local laws.

h) The hearing officer did not adhere to the State or local laws. There was no 2017 rent increase as the hearing officer claims. This was a new lease to the new tenants of the unit. Prior to that they were unauthorized subtenants that never made me aware of their unauthorized residency until August 2017. Contracts matter and it is unjust to reward tenants who move into units without written or oral authorization. Owners have the right to choose their tenants and charge market rent to new tenants once authorized. Tenants Cervantes and Amezquita deceived the Owner by moving into Premises without authorization and then misrepresenting themselves in order to avoid eviction and to obtain a new lease. This is not legally adhering to the laws.

2 (a & b) The hearing officer did not adhere to the evidence presented and did not include all evidence as with my past hearings including T12-0105, T17-0025, where all evidence was taken into account and the hearing officer based the decision on facts and evidence including evidence attorneys brought into hearing on day of case and offered to extend to tenants more time for evidence for the case to be sure all facts were taken into account.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on December 28, 2020 in Oakland, CA.



May Fong, Owner

000173

EXHIBIT A

APPLICATION TO RENT OR LEASE

APPLICANT Each Applicant over the age of 18 must complete their own application form

PLEASE PRINT

First, Middle, Last Name <i>Maria Amezquita Arceo</i>	Date of Birth <i>7-5-81</i>	Social Security # <i>617-392871</i>	Driver's License #
Other Names Used In the Last 10 Years	Home Phone	Cell Phone	Email Address

ADDITIONAL OCCUPANTS List everyone who will live with you:

First, Middle, Last Name <i>Luis Ayala cervantes</i>	Date of Birth <i>6-19-68</i>	Relationship To Applicant <i>ESPOSO</i>
<i>Jovani Ayala</i>	<i>2-16-02</i>	<i>hijo</i>
<i>Maria Amezquita</i>	<i>7-5-81</i>	<i>mamá</i>

EMPLOYMENT

	Current Employment	Prior Employment
Employer	<i>Limpiando casas</i>	
Address		
Employer Phone	<i>Negocio propia cuenta</i>	
Job Title		
Name of Supervisor		
Dates of Employment	From: To:	From: To:
Income Per Month	\$	\$

RESIDENCE

	Current Residence	Previous Residence	Previous Residence
Street Address	<i>1791 28th Ave</i>		
City	<i>Oakland cal</i>		
State & Zip	<i>94601</i>		
Dates of Stay			
Owner/Manager And Phone number			
Reason For Leaving			
Last Rent Paid	\$	\$	\$

VEHICLES

Automobiles	Make	Model	Color	Year	License No.
Motorcycles					

PERSONAL REFERENCES

In Case Of Emergency, Notify	Address/City	Phone	Relationship
<i>Nancy nevares</i> Close Friend		<i>(610)213-9707</i>	<i>prima y amiga</i>
Nearest Relative Living Elsewhere			



CREDIT INFORMATION Please list all your financial obligations

Name of Bank or Savings & Loan		Branch or Address		Account No.		Balance
				Checking		\$
				Savings		\$
Credit Accounts	Account No.	Address/City		Phone	Balance	Due Monthly

GENERAL INFORMATION Check answer that applies

- Do you smoke? YES NO
- Do you have any pets/animals? YES NO
- Have you ever filed for bankruptcy? YES NO
- Do you have any musical instruments? YES NO
- Do you have any water-filled furniture or do you intend to use water filled furniture in the apartment? YES NO
- Have you ever been convicted for selling, possessing, distributing or manufacturing illegal drugs or convicted of any other crime? YES NO
- Have you ever been evicted or named as a defendant in an eviction for non-payment of rent or any other reason? YES NO

Please explain any "yes" answers to the above questions:

Why are you leaving your current residence? _____

The applicant hereby applies to rent/lease Apartment # _____ at _____ for \$ _____ per month, and upon owner's approval agrees to enter into a Rental Agreement and/or Lease and pay all rent and security deposits required before occupancy.

An application fee of \$ _____ is hereby submitted for the cost of processing this application, to obtain credit history and other background information.

Applicant represents that all information given on this application is true and correct. Applicant hereby authorizes verification of all references and facts, including but not limited to current and previous landlords and employers, and personal references. Applicant hereby authorizes owner/agent to obtain Unlawful Detainer, Credit Reports, Telechecks, and/or criminal background reports. Applicant agrees to furnish additional credit and/or personal references upon request. Applicant understands that incomplete or incorrect information provided in the application may cause a delay in processing which may result in denial of tenancy. In the event that a material misstatement or misrepresentation is discovered after Applicant is accepted as a Resident, and whether or not a Lease or Month to Month Rental Agreement is executed, Owner may, at Owner's sole discretion, deem such misstatement or misrepresentation to be a material and non-curable breach of any subsequent Lease or Month to Month Rental Agreement and grounds for rescission of the contract and immediate eviction. Applicant hereby waives any claim and releases from liability any person providing or obtaining said verification or additional information.

Applicant: Maria Amezcuita Date: 8-24-17
(Signature required)



Received \$600 8/21/17

OAKLAND RENTAL AGREEMENT AND/OR LEASE

Landlord/Lessor/Agent: Mav Fong Apartment Number 1791
Tenant(s)/Lessee: Maria Amezcua Arceo
Tenant(s)/Lessee: Luis Cervantes, Jovani Ayala Amezcua
Apartment Number: 1791
Apartment Address: 1791-28th Avenue
City: Oakland State Ca Zip 94601
Monthly Rental Rate: \$1700
Rental Due Date: 1st of month
Security Deposit: \$3500
Late Charge: \$75 if not paid by 3rd
Parking Space: 1
Storage Space: 0

\$1400 from 12/1/17 M.A

1. This Rental Agreement and/or Lease shall evidence the complete terms and conditions under which the parties whose signatures appear below have agreed. Landlord/Lessor/Agent shall be referred to as "OWNER" and Tenant(s)/Lessee(s) shall be referred to as "RESIDENT."

2. PAYMENTS: Rent and/or other charges are to be paid at the office or apartment of the manager of the building or at such other place designated in writing by OWNER. For the safety of the manager, all payments are to be made by check or money order and no cash shall be acceptable. OWNER acknowledges receipt of the First month's rent of: \$1233 and a Security Deposit of \$2000 for a total payment of \$3433. All payments are to be made payable to: Mav Fong and delivered to: 358 Cerro Court, Daly City California, Telephone Number 415-812-9908 who is usually available on the following days: Every day during the following hours: 9am-5pm

3. LATE CHARGE/FEEs: The late charge amount noted above, not to exceed 6% of the monthly rent, shall be added to any payment of rent not made on the rental due date or for which a deficient (bounced) check shall have been given. Tenant shall be liable for \$25 each time a check is returned to OWNER because the check was dishonored. A fee of \$50.00 will be incurred each time the OWNER is required to serve a 3-Day Notice to Pay the Rent due to the Tenant's failure to pay rent on the day rent is due.

4. SECURITY DEPOSITS: The Security Deposit shall not exceed two times the monthly rent for unfurnished apartments or three times the monthly rent for furnished apartments. The total of the above deposits shall secure compliance with the terms and conditions of this agreement and shall be refunded to RESIDENT within 21 days after the premises have been completely vacated less any amount necessary to pay OWNER: a) any unpaid rent, b) cleaning costs, c) key replacement costs, d) costs for repair of damages to apartment and/or common areas above ordinary wear and tear, and e) any other amount legally allowable under the terms of this agreement. A written accounting of said charges shall be presented to RESIDENT within 21 days of move-out. If deposits do not cover such costs and damages, the RESIDENT shall immediately pay said additional costs for damages to OWNER. During the term of tenancy, RESIDENT agrees to increase the deposit upon 30 days written notice by an amount equal to any future increases in rent and/or an amount necessary to cover the cost of rectifying any damage or expense for which RESIDENT is responsible. Security deposit is not to be used as last month's rent.

5. UTILITIES: RESIDENT agrees to pay for all utilities and/or services based upon occupancy of the premises except garbage.

6. OCCUPANTS: Guest(s) staying over 14 days cumulative or longer during any 12-month period, without the OWNER's written consent, shall be considered a breach of this agreement. ONLY the following listed individuals and/or animals, AND NO OTHERS shall occupy the subject apartment for more than 14 days unless the expressed written consent of OWNER is obtained in advance, (the 14 day period maybe extended by local Rent Control Laws): Oakland. RESIDENT shall pay additional rent at the rate of \$100.00 per month or 25% (or the amount allowed under rent control) of the current monthly rent, whichever amount is greater, for the period of time that each additional guest in excess of the above named shall occupy the premises. RESIDENT shall pay the same additional monthly rent for each additional animal in excess of the above named animal(s), which shall occupy the premises. Acceptance of additional rent or approval of a guest shall not waive any requirement of this agreement or convert the status of any "guest" into a RESIDENT.

7. PETS AND FURNISHINGS: Furnishings - No liquid-filled furniture of any kind may be kept on the premises. If the structure was built in 1973 or later RESIDENT may possess a waterbed if he maintains waterbed insurance valued at \$100,000.00 or more. RESIDENT must furnish OWNER with proof of said insurance. RESIDENT must also comply with Civil Code Section 1940.5. Resident shall not keep on premises a receptacle containing more than ten gallons of liquid, highly combustible materials or other items which may cause a hazard or affect insurance rates such as, musical instrument, item(s) of unusual weight or dimension, RESIDENT also agrees to carry insurance deemed appropriate by OWNER to cover possible losses caused by using said items. Pets - No animal, fowl, fish, reptile, and/or pet of any kind shall be kept on or about the premises, for any amount of time, without obtaining the prior written consent and meeting the requirements of the OWNER. Said consent, if granted, shall be revocable at OWNER'S option upon giving a 30-day written notice. In the event laws are passed or permission is granted to have any item prohibited by this agreement or if for any reason such item exists on the premises, there shall be minimum additional rent of \$25.00 a month for each such item if another amount is not stated in this agreement. In the event laws are passed or permission is granted to have a pet and/or animal of any kind, an additional deposit in the amount of \$3,000 shall be required along with the signing of OWNER'S "PET AGREEMENT."

8. PARKING/STORAGE: When and if RESIDENT is assigned a parking space on OWNER'S property, the parking space shall be used exclusively for parking of passenger automobiles and/or those approved vehicles listed on RESIDENT'S "Application to Rent/Lease" or attached hereto. RESIDENT may not wash, repair, or paint in this parking space or at any other common areas on the premises. (RESIDENT may not assign, sublet, or allow RESIDENT'S guest(s) to use this or any other parking space.) RESIDENT is responsible for oil leaks and other vehicle discharges for which RESIDENT shall be charged for cleaning if deemed necessary by OWNER. Only vehicles that are operational may park in their assigned space.

9. NOISE: RESIDENT agrees not to cause or allow any noise or activity on the premises that might disturb the peace and quiet of another RESIDENT. Said noise and/or activity shall be a breach of this Agreement.

10. LOITERING AND PLAY: Lounging, playing, or unnecessary loitering in the halls, on the front steps, or in the common areas in such a way as to interfere with the free use and enjoyment, passage or convenience of another RESIDENT is prohibited.

11. DESTRUCTION OF PREMISES: If the premises become totally or partially destroyed during the term of this Agreement so that RESIDENT'S use is seriously impaired, RESIDENT or OWNER may terminate this Agreement immediately upon three-day written notice to the other.

12. CONDITION OF PREMISES: RESIDENT acknowledges that he has examined the premises and that said premises, all furnishings, fixtures, furniture, plumbing, heating, electrical facilities, all items listed on the attached inventory sheet, if any, and/or all other items provided by OWNER are all clean, and in good satisfactory condition except as may be indicated elsewhere in this Agreement. RESIDENT agrees to keep the premises and all items in good order and condition and to immediately pay for costs to repair and/or replace any portion of the above damaged by RESIDENT, his guests and/or invitees, except as provided by law. At the termination of this Agreement, all of the above-enumerated items in this provision shall



Can Also Deposit to Bank of America Account

000176

be returned to OWNER in clean and good condition except for reasonable wear and tear; the premises shall be free of all personal property and trash not belonging to OWNER. It is agreed that all dirt, holes, tears, burns, or stains of any size or amount in the carpets, drapes, walls, fixtures, and/or any other part of the premises, do not constitute reasonable wear and tear.

13. MAINTENANCE AND ALTERATIONS: RESIDENT shall not paint, wallpaper, alter or redecorate, change or install locks, install antenna or other equipment, screws, fastening devices, excessively large nails, or adhesive materials, place signs, displays, or other exhibits, on or in any portion of the premises without the written consent of the OWNER except as may be provided by law. RESIDENT shall deposit all garbage and waste in a clean and sanitary manner into the proper receptacles as provided and shall cooperate in keeping the garbage area neat and clean. RESIDENT shall be responsible for disposing of items of such size or nature as is not normally acceptable by the garbage hauler for the building. RESIDENT shall be responsible for keeping the garbage disposal clean of chicken bones, toothpicks, match sticks, celery, pits, grease, metal vegetable ties, and all other items that may tend to cause stoppage of the mechanism. RESIDENT shall pay for the cleaning out of any plumbing fixture that may need to be cleared of stoppage and for the expense or damage caused by the stopping of waste pipes or overflow from bathtubs, washbasins, toilets, or sinks, if caused by negligence or misuse by RESIDENT or their guests. Tenant must notify landlord with a written notice stating what item(s) need service or repair and give landlord a reasonable opportunity to service or repair that item(s). Should any charges be incurred by the City as a result of not notifying the Landlord in writing of such needed service or repairs, tenant shall be responsible for a minimum of \$201.50 for each occurrence plus any additional fines or inspection fees imposed by a government office as a result of RESIDENT not notifying OWNER in writing of any deficiencies with the residence.

14. SMOKE/CARBON MONOXIDE DETECTORS: The rental unit is equipped with properly functioning smoke and carbon monoxide detectors. Resident agrees to test the smoke and carbon monoxide detectors in the rental unit monthly for proper function. Resident agrees not to interfere with their normal function or disable any detectors in any manner.

15. HOUSE, POOL, AND LAUNDRY RULES: RESIDENT shall comply with all house, pool, pet, and laundry rules attached to this agreement which may be changed from time to time. These rules shall apply to, but are not limited to, noise, odors, disposal of trash, pets, parking, use of common areas, and storage of toys, bicycles, tools, and other personal items (including signs and laundry), which must be kept inside and out of view. OWNER shall not be liable to RESIDENT for any violation of such rules by any other RESIDENTS or persons. Rights of usage and maintenance of the laundry room and/or pool and pool area are gratuitous and subject to revocation by OWNER at any time.

16. CHANGE OF TERMS: The terms and conditions of this agreement are subject to future change by OWNER after the expiration of the agreed lease period upon 30 days written notice setting forth such change and delivered to RESIDENT. Any changes are subject to laws in existence at the time of the Notice Of Change Of Terms.

17. TERMINATION: After expiration of the leasing period, this agreement is automatically renewed from month-to-month, but may be terminated by either party. The owner giving a 60-day notice and the resident giving a 30-day written notice of intention to terminate. Where laws require "just cause," such just cause shall be so stated on said notice. The premises shall be considered vacated only after all areas including storage areas are clear of all RESIDENT'S belongings, and keys and other property furnished for RESIDENT'S use are returned to OWNER. Should the RESIDENT hold over beyond the termination date or fail to vacate all possessions on or before the termination date, RESIDENT shall be liable for additional rent and damages, which may include damages due to OWNER'S loss of prospective new RENTERS.

18. POSSESSION: If OWNER is unable to deliver possession of the Apartment to RESIDENT on the agreed date, because of the loss or destruction of the Apartment or because of the failure of the prior RESIDENT to vacate or for any other reason, the RESIDENT and/or OWNER may immediately cancel and terminate this agreement upon written notice to the other party at their last known address, whereupon neither party shall have liability to the other, and any sums paid under this Agreement shall be refunded in full. If neither party cancels, this Agreement shall be pro-rated and begin on the date of actual possession.

19. INSURANCE: RESIDENT acknowledges that OWNER'S insurance does not cover personal property damage caused by fire, theft, rain, war, acts of God, acts of others, and/or any other causes, nor shall OWNER be held liable for such losses. RESIDENT HEREBY AGREES TO OBTAIN HIS OWN INSURANCE POLICY TO COVER ANY PERSONAL LOSSES. This does not waive OWNER'S duty to prevent personal injury or property damage where that duty is imposed by law, however, RESIDENT'S failure to maintain said policy shall be a complete waiver of RESIDENT'S rights to seek damages against OWNER for above stated losses.

20. RIGHT OF ENTRY AND INSPECTION: OWNER or OWNER'S Agent by themselves or with others, may enter, inspect and/or repair the premises at any time in case of emergency or suspected abandonment. OWNER shall give 24 hours advance notice and may enter for the purpose of showing the premises during normal business hours to prospective renters, buyers, lenders, for smoke alarm inspections, and/or for normal inspection and repairs. OWNER is permitted to make all alterations, repairs and maintenance that in OWNER'S judgment is necessary to perform. In addition, OWNER has the right to enter pursuant to Civil Code Section 1954. If the work performed requires that RESIDENT temporarily vacate the unit, then RESIDENT shall vacate for this temporary period upon being served a 7-day notice by OWNER. RESIDENT agrees that in such event RESIDENT will be solely compensated by a corresponding reduction in the rent for those many days that RESIDENT was temporarily displaced. No other compensation shall be due to the RESIDENT. If the work to be performed requires the cooperation of the RESIDENT to perform certain tasks, then RESIDENT shall perform those tasks upon receiving a 24-hour written notice. (EXAMPLE: removing food items from cabinets so that the unit may be sprayed for pests.) Upon 24 hours notice, RESIDENT hereby agrees to lend OWNER the keys to the premises for the purpose of having a duplicate made for OWNER'S use.

21. ASSIGNMENT: RESIDENT agrees not to transfer, assign or sublet the premises or any part thereof and hereby appoints and authorizes the OWNER as his agent and/or by OWNER'S own authority to evict any person claiming possession by way of any alleged assignment or subletting.

22. PARTIAL INVALIDITY: Nothing contained in this Agreement shall be construed as waiving any of RESIDENT'S or OWNER'S rights under the law. If any part of this Agreement shall be in conflict with the law, that part shall be void to the extent that it is in conflict, but shall not invalidate this Agreement nor shall it affect the validity or enforceability of any other provision of this Agreement.

23. NO WAIVER: OWNER'S acceptance of rent with knowledge of any default by RESIDENT or waiver by OWNER of any breach of any term or condition of this Agreement shall not constitute a waiver of subsequent breaches. Failure to require compliance or to exercise any right shall not be construed as a waiver by OWNER of said term, condition, and/or right, and shall not affect the validity or enforceability of any other provision of this Agreement.

24. ATTORNEY'S FEES: If any legal action or proceeding be brought by either party to this agreement, the prevailing party shall be reimbursed for all reasonable attorneys' fees up to but not more than \$500 in addition to other damages awarded.

25. ABANDONMENT: California Civil Code Section 1951.2 shall govern Abandonment. If any rent has remained unpaid for 14 or more consecutive days and the OWNER has a reasonable belief of abandonment of the premises, OWNER shall give 18 days written notice to RESIDENT at any place (including the rented premises) that OWNER has reason to believe RESIDENT may receive said notice of OWNER'S intention to declare the premises abandoned. RESIDENT'S failure to respond to said notice as required by law shall allow OWNER to reclaim the premises.

26. The undersigned RESIDENTS are jointly and severally responsible and liable for all obligations under this agreement and shall indemnify OWNER for liability caused by the actions (omission or commission) of RESIDENTS, their guests and invitees.

27. Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby 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 obligation. RESIDENT expressly authorizes OWNER/AGENT (including a collection agency) to obtain Resident's consumer credit report, which OWNER/AGENT may use if attempting to collect past due rent payments, late fees, or other charges from Resident, both during the term of the Agreement and thereafter.

28. **Lead Warning Statement:** Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, OWNERS must disclose the presence of known lead-based paint hazards in the dwelling. RESIDENTS must also receive a federally approved pamphlet on lead poisoning prevention.

OWNER/AGENT DISCLOSURE (Initial)

ME OWNER'S initials (on left) mean OWNER has no knowledge of lead-based paint and/or lead-based hazards in or on the Premises and OWNER has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in or on the Premises, and OK RENTER'S initial (on left) indicate that RENTER has received a copy of a "Protect Your Family from Lead in Your Home", and that RENTER shall notify OWNER promptly in writing of any deteriorating and/or peeling paint.

29. **MOLD:** The OWNER/AGENT has inspected the unit prior to lease and knows of no damp or wet building materials and knows of no mold contamination. Resident agrees to accept full responsibility and maintain the premises in a manner that prevents the occurrence of an infestation of mold in the premises. Resident also agrees to immediately report to the OWNER/AGENT any evidence of water leaks, excessive moisture or lack of proper ventilation and evidence of mold that cannot be removed by cleaning.



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...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [] is [X] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 1791, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on 8-24-17 (Date) Maria Amezcua (Tenant's signature)

此份屋書 (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.



P.O. BOX 70243, OAKLAND, CA 94612-2043
 Departamento de Desarrollo Comunitario y Vivienda
 Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (“aumento CPI”) o permitido que los aumentos en el alquiler sean “invertidos”. Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler podrá exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondiendo a la petición del propietario. No es indispensable que usted presente su propia petición.
- **Cómo disputar un aumento en el alquiler:** Puede presentar una petición ante el RAP para disputar aumentos ilícitos en el alquiler o la disminución de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petición (1) en un plazo de (90) días a partir de la fecha del aviso de aumento en el alquiler si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento en el alquiler; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificación de aumento en el alquiler. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6º Piso, Oakland; también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para más información contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario tiene no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desalojó la vivienda era de 2016_____.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar (encierre en un círculo) **ESTÁ** o **NO ESTÁ** permitido en la Vivienda _____, la vivienda que usted pretende alquilar.
- Fumar (encierre en un círculo) **ESTÁ** o **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- (Encierre en un círculo), **HAY** o **NO HAY** un área designada al aire libre para fumar. Se encuentra en _____.

Recibí una copia de este aviso el 8-24-17 Maria Amezcua
(Fecha) (Firma del inquilino)

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.

**MICHAEL MEHRETEAB
ELECTRIC**

RECEIVED 05/10/18

RECEIPIENT:

May Fong

SENDER:

Michael Mehreteab Electric

6119 Market St, Oakland, Ca 94608

Phone: (510) 978- 2489

LOCATION:

1791 28th Ave

Oakland

Replace burnt outlet in living room due to overloaded circuit. Checked circuit breaker for damages. \$200

Received payment 5/9/18

Job #29

000182



SPECIAL SERVICES CUSTOMER INVOICE EXHIBIT C

Notice of Cancellation (see Exhibit A) may be sent to this address:

HOME DEPOT U.S.A., INC.

Phone: (650) 755-9600

Store 0639 COLMA II

Salesperson: kxh6ggf

2 COLMA BLVD

Reviewer: sv995

COLMA, CA 94014

REPRINT

SOLD TO	Name MAY FONG MAY FONG		Phone 1 (415) 812-9908	
	Address 358 CERRO CT		Phone 2	
	Company Name			
	City DALY CITY		Job Description 1791	
	State CA	Zip 94015	County SAN MATEO	

2018-05-09 14:00

CUSTOMER PICKUP #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers

REF # **W02** SKU # **0000-515-664** Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP:				S/O MILGARD MFG INC	REF # S01	ESTIMATED ARRIVAL DATE: 05/30/2018	P.O. #39505099	
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0101	0000-301-390	0.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYL XO{#1}	A	N	\$269.07	\$0.00*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							MERCHANDISE TOTAL:	\$0.00
END OF CUSTOMER PICKUP - REF #W02								

CUSTOMER PICKUP #2

REF # **W04** SKU # **0000-515-664** Customer Pickup / Will Call

S.O. MERCHANDISE TO BE PICKED UP:				S/O MILGARD MFG INC	REF # S03	ESTIMATED ARRIVAL DATE: 05/31/2018	P.O. #39505130	
REF #	SKU	QTY	UM	DESCRIPTION	PI	TAX	PRICE EACH	EXTENSION
S0303	0000-301-390	1.00	EA	NA / SINGLE SLIDER 29.5 X 47.5 VINYL XO / SINGLE SLIDER 29.5 X 47.5 VINYL XO{#1}	A	Y	\$220.57	\$220.57*
SCHEDULED PICKUP DATE: Will be scheduled upon arrival of all S/O Merchandise							MERCHANDISE TOTAL:	\$220.57
END OF CUSTOMER PICKUP - REF #W04								

WILL-CALL MERCHANDISE PICK-UP

Will-Call items will be held in the store for 7 days only.

Check your current order status online at

www.homedepot.com/orderstatus

FOR WILL CALL
MERCHANDISE PICK-UP
PROCEED TO WILL CALL OR
SERVICE DESK AREA

(Pro Customers, Proceed To The Pro Desk)

* Indicates item markdown
Customer Copy

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

Policy Id (PI):

A: 90 DAYS DEFAULT POLICY;

'The Home Depot reserves the right to limit / deny returns. Please see the return policy sign in stores for details.'

ORDER TOTAL	\$220.57
SALES TAX	\$19.30
TOTAL	\$239.87
BALANCE DUE	\$0.00

END OF ORDER No. H0639-111901

EXHIBIT C

Re: Case 1801330 1783-28th Avenue

From: May Fong (mayfong@pacbell.net)

To: HBarron@oaklandnet.com

Date: Friday, June 15, 2018, 9:55 AM PDT

Hi Hugo!

The inspection passed on Wednesday.

Please confirm the case has been abated.

Thx

May
Sent from my iPhone

On Jun 6, 2018, at 8:33 AM, Barron, Hugo <HBarron@oaklandnet.com> wrote:

Not, you need to call 238-3444 and schedule a final inspection once the permit is final please call me and let me know. Hugo.

From: May Fong [<mailto:mayfong@pacbell.net>]
Sent: Tuesday, June 05, 2018 12:47 PM
To: Barron, Hugo <HBarron@oaklandnet.com>
Subject: Re: Case 1801330 1783-28th Avenue

Hi Hugo!

I wanted to find if you are able to pass my inspection for my windows since you were at the unit yesterday?

Thanks.

May

From: May Fong <mayfong@pacbell.net>

To: "hbarron@oaklandnet.com" <hbarron@oaklandnet.com>
Sent: Wednesday, May 2, 2018 2:49 PM
Subject: Case 1801330 1783-28th Avenue

<image001.jpg>

To Inspector Barron,

I received the above reference complaint. Please find attached the notice I sent to the tenants regarding a violation you have included. I was made aware of the dumping on April 18th by a tenant, not by Luis Ayala. I verified the issues and contacted Luis regarding the violations he has caused and sent over the notices. Mr. Ayala has never complained to me regarding electrical or cabinet issues. I was made aware of the window and my handyman will repair the drawers in the kitchen and window well as today. My electrician will take care of the electrical on Friday and I already had made arrangements for bulky item pickup next Wednesday. I warned the tenant with the red van not to park at the lawn and I installed yellow parking bumpers to prevent cars from entering the lawn as per picture. I also installed security cameras in hopes to prevent the dumping and illegal car parking.

I will send you the confirmation that everything is taken care of and you can reinspect by May 14th.

Thanks.

May

Rental Agreement (Month-to-Month)

Owner rents to Tenants and Tenants rent from Owner the Premises subject to the following terms and conditions.

Terms of Tenancy

DS [Signature] 12/29/2014

Owner Joseph S. Martinez (Name)

Agent for Rent & Notices Same as above (Name)
1814 28th Ave Oakland Ca. 94601 (Address)
570-326-1943 JSMGoldenHours@gmail.com (Phone & Email)

Tenants Nazania V. Nevarez (Name) 11-25-77 (DOB)
Teresa Vazquez (Name) 5-17-95 (DOB)
Fernando Nevarez (Name) 10-15-97 (DOB)
Cesar Nevarez (Name) 6-29-04 (DOB)

Premises X 1791 28th Avenue, Oakland Ca 94601 (Address)

Rent \$ 895.00 per month payable in advance on the 1st day of each month.

Parking Parking space assigned yes. Monthly charge \$ NA, payable with monthly rent.

Storage Storage space assigned yes. Monthly charge \$ NA, payable with monthly rent.

Rent Payments Electronic Funds Transfer (EFT)
 Personal check
 Cashier's check or money order
 Cash

Security Deposit \$ 800.00

Late Charge \$ 53.70 if Owner does not receive rent in full within 5th days after the due date.

Returned Payment \$ 25.00 in the event any check or other form of payment by Tenant is returned for lack of sufficient funds, a "stop payment" or any other reason.

Term of Tenancy The Tenancy begins on Dec 1 2012 and ends on May 30, 2012 and thereafter continues on a month-to-month basis until terminated.

Pets Approved pets NO Pets

Owner's Utilities Owner pays for Water & garbage

Tenant's Utilities Tenant pays for Gas & Electric

Appliances & Fixtures Owner provides stove & Refrigerator

General Terms and Conditions of Tenancy

Use and Occupancy The Premises are to be occupied and used only as a private residence by Tenants, without Owner's prior written consent, subject to applicable state and local laws. Occupancy by additional persons for more than two weeks in any six-month period is prohibited without Owner's written consent. Violation of the provisions of this Section is a substantial violation of a material term of the tenancy and is a just cause for eviction.

I have reviewed this page N.N (Tenant initials)

Rental Agreement (Month-to-Month)

- Rent** Rent will be paid in full to Owner or Owner's agent without offsets, deductions or credits. Tenant bears the risk of loss or delay of any mailed payment. Owner reserves the right to refuse any partial payment. Payment will be applied to any outstanding obligation of Tenant to Owner, notwithstanding any other designation by Tenant.
- Late Payments** Tenant will pay Owner a late charge if rent is not received on time. By accepting a late charge, Owner does not waive the right to insist on payment of the rent in full on the due date. Tenant and Owner agree that the late charge represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. Tenant and Owner agree that paying rent more than five days late on three separate occasions in any 12-month period is a substantial violation of a material term of the tenancy and is a just cause for eviction.
- Returned Payments** Tenant will pay Owner a returned payment fee in the event any check or other form of payment offered by Tenant to Owner in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason. Tenant and Owner agree that this amount represents a fair and reasonable estimate of costs incurred by Owner in this circumstance. A returned check may constitute late payment of rent. In the event of a returned check, Owner reserves the right to demand payment by money order or certified funds for the current and all future payments.
- Individual Liability** Each person who signs this Agreement, whether or not they remain in possession of the Premises, will be jointly and severally liable for the full performance of this Agreement, including the payment of all rent due and the payment of costs to remedy damages to the Premises caused by Tenant, guests or invitees.
- Failure to Pay** As required by law, Tenant is notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations, such as your obligations under the terms of this Agreement.
- Security Deposit** Tenant may not apply the security deposit to the last month's rent or to any other sum due under this Agreement. Within two weeks after Tenant has vacated the Premises, Owner will furnish Tenant with an itemized written statement of the reasons for, and the dollar amount of, any of the security deposit retained by the Owner, along with a check for any deposit balance. Under Section 1950.5 of the California Civil Code, Owner may withhold only that portion of Tenant's security deposit necessary to: (1) remedy any default by Tenant in the payment of rent; (2) repair damages to the Premises exclusive of ordinary wear and tear; and (3) clean the Premises if necessary. Under state and local law, no interest payments are required on security deposits.
- Subletting** Tenant will not sublet any part of the Premises or assign this agreement without the prior written consent of Owner. The named Tenants are the only "Original" Tenants. No person other than the named Tenants will be permitted to regularly or continuously use or occupy the Premises unless all of the following conditions are met: 1) Tenant notifies Owner in writing, signed by every Tenant, stating a request to have a new person occupy the Premises; 2) said prospective occupant completes and gives to Owner Owner's rental application; 3) Owner approves of the prospective occupant's creditworthiness and references from prior landlords; and 4) the new occupant signs Owner's Change of Tenant Agreement for such occupancy before occupying the Premises, which agreement will include a provision that the new occupant will abide by and perform all the obligations of this Agreement. The rent for the Premises may be raised to market rates when the last Original Tenant(s) moves from the Premises.
 In the event that Owner consents to any sub-tenancy, it is hereby agreed that the Original Tenant may not charge more to the sub-tenant(s) than that proportional share of the rent which is being charged by and paid to Owner.
 No action or inaction or acceptance of rent or knowledge on the part of Owner will be deemed to be a waiver of the provision of this Section on the part of Owner and will not be deemed an approval of any person as a "sub-tenant" for any purpose.
- Parking** The assigned parking space is for the exclusive use of the Tenants and may be used for the parking of motor vehicles only. No vehicle longer than 20 feet may be parked in the Space. Any motor vehicle maintenance or repair performed in the Space, or any other use of the property without the prior consent of Owner, is prohibited.
 Owner will not be liable for any damage done by bursting, leaking or running of any gas or water or any plumbing fixture in, above, upon or about the parking lot; for damage by water, snow or ice being upon or coming off the lot; damage arising from acts or neglect of other occupants of the lot or other motor vehicles; or theft or vandalism by others. It is encouraged that Tenants purchase insurance to cover the above-mentioned instances.
- Storage** Tenants release Owner from any liability for loss or damage to Tenants' property while stored on the Premises. Any property stored in designated storage areas shall be removed on or before the date of termination of tenancy. In the event such property is not so removed, Owner may dispose of same without any liability to Tenants. Tenants waive any rights as defined in Civil Code Section 1980 et. seq. Owner reserves the right to inspect all such storage areas and require necessary removal or clean up as deemed necessary for the health and safety of the Premises, the building and/or its occupants. No storage of any kind will be permitted on fire escapes or in other common areas.

I have reviewed this page NN (Tenant initials)

Rental Agreement (Month-to-Month)

- Condition of Premises Tenant agrees to: (1) keep the Premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the Premises to Owner in a condition identical to that which existed when Tenant took occupancy, except for ordinary wear and tear; (2) immediately notify Owner of any defects or dangerous conditions in and about the Premises of which they become aware; and (3) reimburse Owner, on demand by Owner, for the cost of any repairs to the Premises damaged by Tenant or Tenant's guests or invitees through misuse or neglect.
- Appliances and Fixtures Tenant acknowledges that all appliances, window and floor coverings, attached light fixtures, and other attached or semi-attached items are the property of Owner.
- Pets Only Approved Pets are allowed on or about the Premises. Owner may require a photo of all Approved Pets. No other animals are allowed even temporarily or with a guest, without Owner's prior written consent, excepting guide, service or signal dogs pursuant to California Civil Code Sections 54.1 and 54.2. Stray animals shall not be kept or fed in or around the Building. Strays can be dangerous and Owner must be notified immediately of any strays in or around the Building.

Approved Pets are not permitted outside Tenant's unit unless on a leash. Tenant agrees to immediately clean up any defecation in a sanitary manor. If Tenant fails to prevent any infestations of fleas, ticks, or other creatures, Tenant may be charged for cleaning, de-fleaing, deodorizing or shampooing any portion of the building or Premises. Tenant shall not permit the pets to cause any discomfort, annoyance, nuisance, or in any other way inconvenience any other Tenant. Any "mess" created by the Pet(s) shall immediately be cleaned up by Tenant. Tenant shall be liable to Owner, and shall defend Owner, hold Owner harmless, and indemnify Owner for all injuries, damages, expenses, losses or obligations of any kind incurred by or in connection with the pet.
- Trash Tenant agrees to dispose of their ordinary household trash by placing it in the Waste Management containers for periodic collection. Tenant agrees to dispose of extraordinary trash, such as damaged furniture, broken appliances and the like, by immediately hauling it to the dump themselves or by paying someone else to remove it. In the event that Tenant's trash is left outside the Premises, Owner will arrange to have it removed at Tenant's expense.
- Owner's Access California law allows Owner to enter the Premises for certain purposes during normal business hours. Owner will provide written notice to Tenant prior to entering the Premises whenever required by state law (Civil Code Section 1954).
- Extended Absences Tenant agrees to notify Owner in the event that Tenant will be away from the Premises for 14 consecutive days or more. During each absence, Owner may enter the Premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- Quite Enjoyment Tenant will be entitled to quiet enjoyment of the Premises. Tenant and Tenant's guests or invitees will not use the Premises or adjacent areas in such a way as to: (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or nearby resident.
- Repairs and Alterations Tenant will not, without Owner's prior written consent, alter, re-key or install any locks to the Premises or install or alter any burglar alarm system. Tenant will provide Owner with a key or keys capable of unlocking all such re-keyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system.

Except as provided by law or as authorized by the prior written consent of Owner, Tenant will not make or allow to be made any installation or modification of cable or telephone wiring, decorations (such as painting and wallpapering), alterations, or repairs (inclusively, "Changes") to the Premises. Tenant agrees to pay all costs of correcting any unauthorized Changes.
- Financial Responsibility Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant and Tenant's guests and invitees caused by theft, fire or any other cause. Owner assumes no liability for any such loss. Owner recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the Premises.
- Water-filled Furniture No waterbed or other item of water-filled furniture will be kept on the Premises.
- Smoke Detectors The Premises are equipped with functioning smoke detection devices. Tenant will be responsible for testing the devices weekly and immediately reporting any problems, maintenance or need for repairs to Owner. Tenant will not remove their batteries or otherwise disable them.
- Termination The tenancy may be terminated by Tenant by serving a 30-day written notice of termination upon Owner, and by Owner by serving a 30-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for less than one year, or by serving a 60-day written notice of termination upon Tenant if Tenant has been in possession of the Premises for one year or longer. Any termination notice is subject to applicable local rent control ordinances and regulations. If the Premises are damaged by fire, flood, earthquake or any other cause so as to render them uninhabitable and therefore destroyed, the tenancy is terminated.

I have reviewed this page N.N. (Tenant initials)

Rental Agreement (Month-to-Month)

Attorney Fees In any action or legal proceeding to enforce any part of this Agreement, each party will be responsible for their own attorneys' fees and court costs, subject to local rent control ordinances and regulations that may apply.

Megan's Law Pursuant to Section 290.46 of the California Penal Code, information about specified registered sex offenders is made available to the public via an internet web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and the ZIP code in which he or she resides.

Notices Any required notices may be delivered to Tenant at the Premises and to Owner or Agent for Rent and Notices.

Validity of Each Part If any portion of this Agreement is held to be invalid, its invalidity will not affect the validity or enforceability of any other provision of this Agreement.

Captions and Headings The captions and headings in this Agreement are included to improve readability and are not part of the terms or provisions of this Agreement.

Application Any rental application or related document submitted by Tenant is incorporated herein as though set forth in full. Any misrepresentations contained therein will be considered a substantial violation of a material term of the tenancy and is a just cause for eviction.

Attachments The following attachments are incorporated as part of this Agreement:
 Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards
 Move-In-Move-Out Checklist
 Oakland Notice to Tenants
 EPA booklet entitled "Protect Your Family from Lead in Your Home"

Entire Agreement This document and Attachments identified above constitute the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Owner or Tenant. Any modifications to this Agreement must be in writing signed by Owner and Tenant except that Owner may change the terms of the tenancy and this Agreement pursuant to Civil Code Section 827.

By: Joseph Martinez 11-26-12
 Owner or Agent Date

_____ Tenant	_____ Date	_____ Tenant	_____ Date
<u>Nazario Nevarez</u> Tenant	<u>11-28-12</u> Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date
_____ Tenant	_____ Date	_____ Tenant	_____ Date

<u>Receipt</u>	
By signing above, Owner acknowledges having received, and Tenant acknowledges payment of, the following:	
Security Deposit:	\$ _____
Rent:	\$ _____ for the period _____ to _____
Other:	\$ _____ for _____
Total received:	\$ _____ payment method _____



Form provided by the East Bay Rental Housing Association®
www.ebrha.com
 Form Rental Agreement (Month-to-Month) © (06/11)



EXHIBIT E

NOTICE TO TENANTS AT 28TH AVENUE

Dear Tenants,

I am writing in regards to the rules and maintenance of the building for 1783-28th Avenue. Thank you for those who have been doing their share in maintaining the cleanliness of the building and property including the carport, yard and garbage areas. Unfortunately, there seems to be some big problems we have been having with the garbage and some tenants have been throwing diapers down their windows to the back and sides of the building. I hope all tenants are aware that garbage that is thrown on the property and not put in the proper containers will cause huge rodent problems. According to the lease, each tenant has a responsibility to maintain the property. As a courtesy to all the other tenants, please do your share in keeping the property in good condition.

I want to clarify the rule that there is only 1 carport space per unit. If you have more than 1 car, you must not park it in any of the carport space or yard. Your car must be parked outside the gated area.

Since there seems to be some problems with the moving of the garbage container, I will be looking into having individual garbage cans where each tenant would be responsible for moving out their garbage container outside on garbage day. We have recycle bins. Please be sure to use these for recycling plastic, glass and paper. This will help the environment.

I will be slowly making repairs and improvement to the building to make the property more beautiful. Please do your part in helping to improve our building.

I will be meeting with each tenant to sign leases. I do want to remind all tenants to write down their unit address on the deposit slips when making your rent deposits so I can credit you correctly. Please find attached the RAP sheet as required by the Oakland rent board in regards to your tenant rights.

Thank you for your attention and cooperation.

Sincerely,



May Fong
415-812-9908

000191



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. It does not apply to subsidized units, most single family dwellings, condominiums and some other types of units. For more information on which units are covered, contact the RAP office.
- 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 (“CPI increase”). An owner can increase rent more than the CPI rate, but with limits, for: capital improvements, operating expense increases, and deferred annual rent increases (“banking”). No annual rent increase may exceed 10%. The owner 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 the owner decreases your housing services, this may be an increase in your rent. Decreased housing services include substantial problems with the condition of a unit.
- To contest a rent increase, you must file a petition with the RAP within sixty (60) days of whichever is later: (1) the date the owner served the rent increase notice; or (2) the date you first received this Notice To Tenants. Information and the petition forms are available from the RAP office: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland, CA 94612 or: <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. After your petition is filed, if the rent increase notice separately states the amount of the CPI rate, you have to pay your rent plus the CPI increase. If the CPI rate has **not** been stated separately, you may pay the rent you were paying before the rent increase notice. If the increase is approved and you did not pay it 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. Your payment for the annual fee is not part of the rent. 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.)

TENANTS’ SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or **IS NOT** permitted in Unit 1791, 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.

Baun Thoang Baun quyean löii cuúa ngöôöi thueã trong Oakland nøy cuöng cöu baeng tieang Vieät. Ñeã cöu möät baun sao, xin goii (510) 238-3721.

THIRTY-DAY NOTICE OF CHANGE OF MONTHLY RENT

TO: Nazana Nevarez, Teresa Vazques, Fernando Nevarez and Cesar Nevarez, et al
All Residents (tenants and subtenants) in possession (full name) and all others in possession

of the premises located at:

1791-28th Avenue, Unit # (if applicable) _____
(Street Address)
Oakland, CA 94601
(City) (Zip)

You are hereby notified, in accordance with California Law, that 30 days after service upon you of this Notice, or
8/1/16, whichever is later, your monthly rent which is payable in advance on or before the
(Date)

1st day of each month, will be the sum of \$ 995, instead of \$ 945, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

If you fail to fulfill the terms of your credit obligations, a negative credit report may be submitted to a credit reporting agency.

6/30/16
Date


Owner/Agent May Fong

Proof of Service

I, the undersigned, being at least 18 years of age, declare that I served this notice, of which this is a true copy, on the 30th day of June (month), 2016 (year), on the above-mentioned resident(s) in possession, in the manner indicated below. (Select one)

- BY MAILING** by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence

Place of Mailing: San Francisco Date of Mailing: 6/30/16

- BY DELIVERING** a copy of the Notice to the following resident(s) **PERSONALLY**: _____
- BY LEAVING** a copy for each of the above-named resident(s) with a person of suitable age and discretion at the residence or usual place of business of the resident(s), said resident(s) being absent thereof;
AND MAILING by first class mail on said date a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope, with postage fully prepaid, addressed to the above-named resident(s) at their place of residence.
- BY POSTING** a copy for each of the above-named resident(s) in a conspicuous place on the property therein described, there being no person of suitable age or discretion to be found at any known place of residence or business of said resident(s);
AND MAILING by first class mail on the same day as posted, a copy to each resident by depositing said copies in the United States Mail, in a sealed envelope with postage fully prepaid, addressed to the resident(s) at the place where the property is situated.

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

Executed this 30th day of June (month), 2016 (year), in San Francisco (city), Ca (state).

May Fong
Name of Declarant (Print)

(Signature of Declarant)



California Apartment Association Approved Form
www.caanet.org
Form 5.1-SV – Revised 12/14 - ©2014 – All Rights Reserved
Page 1 of 1

**Unauthorized Reproduction
of Blank Forms is Illegal.**



000193



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
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TENANTS’ SMOKING POLICY DISCLOSURE

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- 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.

Baùn Thoàng Baùo quyềàn lôii củuà ngồôøi thueã trong Oakland nàøy củong cồu baềng tieáng Vieät. Ñeã cồu moät baùn sao, xin goii (510) 238-3721.

EXHIBIT F

TEXTS FROM LUIS 8/17/17 ESTABLISHED ILLEGALLY STAYING AT UNIT

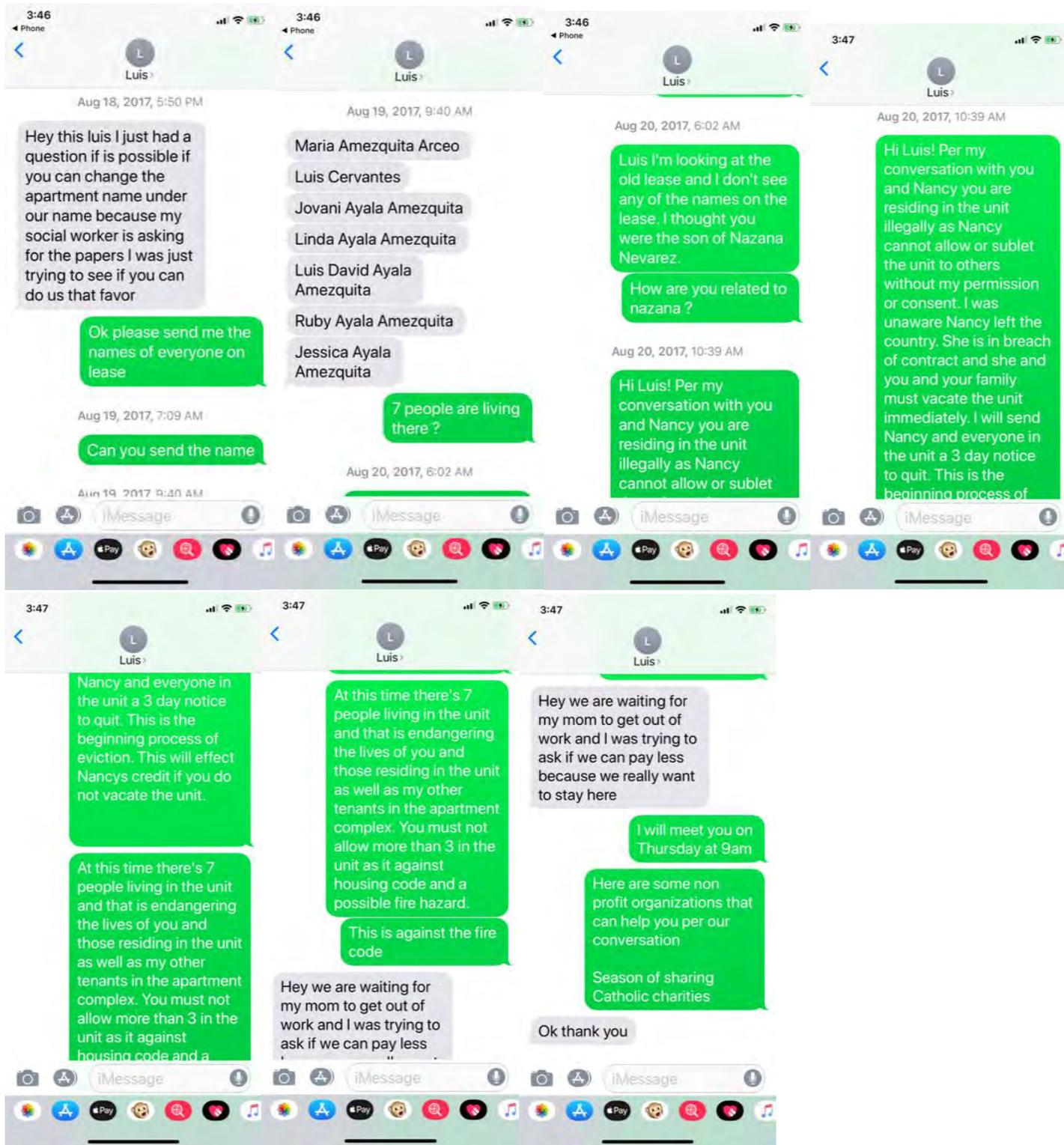




EXHIBIT G

Online Banking

Fong Investments: Account Activity Transaction Details

Post date: 07/08/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0262910428

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 0262910428

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 06/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1476793191

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 1476793191

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 05/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0317314036

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 0317314036

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 04/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1750389378

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 1750389378

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 03/06/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1789276445

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 1789276445

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 02/05/2019

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 2740017444

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 2740017444

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 12/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 1603915720

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 1603915720

Transaction category: Income: Deposits



Fong Investments: Account Activity Transaction Details

Post date: 03/05/2018

Amount: 1,200.00

Type: Deposit

Description: CA TLR transfer Banking Ctr FRUITVALE
#0000546 CA Confirmation# 0511268718

Merchant name: CA TLR transfer Banking Ctr FRUITVALE
 #0000546 CA Confirmation# 0511268718

Transaction category: Income: Deposits

CHRONOLOGICAL CASE REPORT

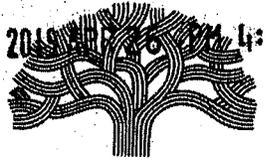
Case No.: T19-0270
Case Name: Weijnschenk v. LJ California
Property Address: 2806 68th Avenue Oakland, CA
Parties: Monique Weijnschenk, (Tenant)
Mary Oscamp, (Owner)
Paul Tauber, (Owner's
Attorney)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	April 26, 2019
Owner Response filed	August 16, 2019
Hearing Decision mailed	December 4, 2020
Owner Appeal filed	December 17, 2020

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

T19-0270 MS/EL



CITY OF OAKLAND

CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243
(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 <i>MONIQUE WEIJSCHENK</i>	Rental Address (with zip code) <i>2806 68th Ave Oakland California 94605</i>	Telephone: <i>510-424-9242</i>
		E-mail: <i>mweijnsche@yahoo.com</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone:
		Email:
Property Owner(s) name(s) <i>Mary</i>	Mailing Address (with zip code) <i>199 California Drive #200 Millbrae California 94030</i>	Telephone: <i>(650) 291-0218</i>
		Email:
Property Manager or Management Co. (if applicable) <i>LS California</i>	Mailing Address (with zip code) <i>199 California Drive #200 Millbrae California 94030</i>	Telephone: <i>650-291-0218</i>
		Email:

Number of units on the property: 8

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

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

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

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

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

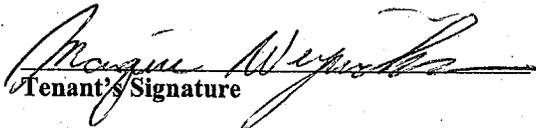
- 1) a list of the lost housing service(s) or problem(s);
- 2) the date the loss(es) or problem(s) began or the date you began paying for the service(s)
- 3) when you notified the owner of the problem(s); and
- 4) how you calculate the dollar value of lost service(s) or problem(s).

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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


Tenant's Signature

4-25-19
Date

Empty rectangular box for additional information or notes.

Empty rectangular box for additional information or notes.

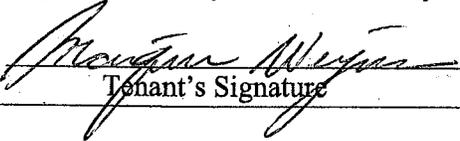
V. MEDIATION AVAILABLE: Mediation is an entirely voluntary process to assist you in reaching an agreement with the owner. If both parties agree, you have the option to mediate your complaints before a hearing is held. If the parties do not reach an agreement in mediation, your case will go to a formal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

4-25-19
Date

VI. IMPORTANT INFORMATION:

Time to File

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Ste. 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6th Floor, Oakland; or through the **RAP Online Petitioning System:** <https://apps.oaklandca.gov/rappetitions/Petitions.aspx>. For more information, call: (510) 238-3721.

File Review

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

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

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

iMessage
Monday 11:27 AM

Hi Monique: Per your request
for the details of rent increase:

Oakland rent increase rate

$3.4\% = \$30.40$

Trash fee increase rate \$2 per
month

Water usage increase \$8 per
month

Pest control service

$\$95/8 = \11.88

Property tax rate increase

\$10.56 per unit, per month

Therefore, for \$50 per month is
lower than the total costs.

Please let me know if you have
other questions.

Thanks

Mary

000209



**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**

(C.A.R. Form LR, Revised 12/13)

Date 04/05/2014, Redwood Properties ("Landlord") and Monique Weijnschenk ("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2806 68th Ave, Oakland, Ca 94605 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance _____

2. TERM: The term begins on (date) April 5, 2014 ("Commencement Date"), (Check A or B):

- A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** and shall terminate on (date) April 4, 2015 at _____ AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 800.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other Online, or 7-11 payslip, to (name) Redwood Properties (phone) (415) 785-8322 at (address) 55 Larkspur Suite 1 San Rafael CA 94901, (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1,100.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to _____ shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>04/05/2014</u> to <u>04/30/2014</u> (date)	\$666.67		\$666.67	04/05/2014
*Security Deposit	\$1,100.00	\$300.00	\$800.00	04/05/2014
Other <u>Last mnt rent</u>	\$800.00		\$800.00	04/05/2014
Other _____				
Total	\$2,566.67	\$300.00	\$2,266.67	

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (MW) (_____)

Landlord's Initials ([Signature]) (_____)





CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

To: Monique Wejn's Chenk ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 2806 68th Ave (Unit/Apartment #) _____
(City) Oakland (State) CA (Zip Code) 94605 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take effect 30 days from service of this Notice or on April 5, 2015, whichever is later. All other terms and conditions of your tenancy shall remain unchanged.

1. Rent shall be \$ 825.5 per month.

(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service of this Notice or on _____, whichever is later.)

2. Security deposit shall be increased by \$ _____.

3. Other: _____

If this Notice increases the rent charged; and is served by mailing, it was mailed on 2/12/2015 (Date) at San Mateo, CA (Location)

Landlord Mary Wang DeKamp Date 2/12/2015
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such extension or renewal.

Tenant _____ Date _____
Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____
(Print Name)

(Keep a copy for your records.)

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525 South Virgil Avenue, Los Angeles, California 90020

Reviewed by _____ Date _____



CTT REVISED 4/03 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hale Phone: 619.309.7883 Fax: 619.401.4083 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120

000211

30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Wejnachenk, Resident(s) and all others in possession of Apt. No. _____, located at (Street Address) 2806 68th AVE in the city of Oakland, California CA94605

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days after service upon you of this notice or beginning May 01, 20 18, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 875 per month to \$ 900 per month, an increase of \$ 25 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of \$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>900</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ <u>900</u>

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) 2/25, 20 18

First LT of California, LLC, OWNER(S)

By: Mary Nancy DeKamp, AGENT

Mary Nancy DeKamp



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60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Weijnschenk, Resident(s) and all others in
possession of Apt. No. _____, located at (Street Address) 2806 68th Ave
in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days
after service upon you of this notice or beginning May 01, 20 19, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 900 per month to \$ 950 per month, an
increase of \$ 50 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
\$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>950</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ <u>950</u>

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) March 15, 20 19

Mary Wang Oskamp, OWNER(S)
By: Mary Wang Oskamp, AGENT



PROOF OF SERVICE
Case Number T19-0270

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

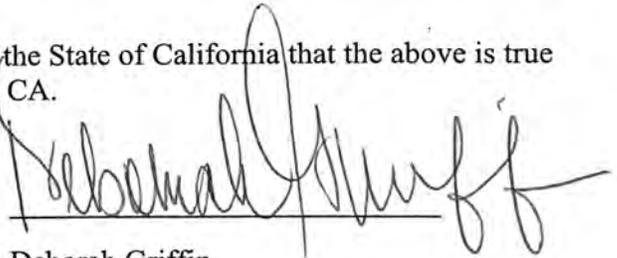
Landlord Notification of Tenant Petition
Landlord Response Form

Manager

Mary, LJ California
199 California Drive Unit 200
Millbrae, CA 94030

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 **July 31, 2019** in Oakland, CA.



Deborah Griffin

Oakland Rent Adjustment Program

000214

Silveira, Ava

RECEIVED

MAY 19 2020

RENT ADJUSTMENT PROGRAM
OAKLAND

From: mweijnsche@yahoo.com
Sent: Tuesday, May 19, 2020 8:49 AM
To: Silveira, Ava
Subject: Hearing for T19-0270

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

To whom this may concern,

>

> My name is Monique Weijnschenk, and at the time of me filing a petition for the Rent Adjustment Program, which was also time sensitive, I was unaware and illiterate to what a RAP form was, or that it was a necessary document for proper rent raises. So I marked the received box. After filing my petition and doing proper research I concluded that I was never given a RAP form in my six years of living in my apartment complex, under Mary Oscamp. My first RAP notice came on February 24, 2020 in certified mail after we conducted our first hearing in Oakland, and Mary was informed about proper protocol.

>

> In conclusion, I did not properly read my original petition or ask adequate questions at the time. I marked yes on RAP forms, without knowing or understanding what I was reading. I never received a RAP form until this year. I also have a recent invoice from my landlord asking for back pay on RAP forms she never provided to me, and has threatened me with legal actions. This all coming about after we had our first hearing. If there are any questions or concerns please feel free to contact me at the 15104249242 and or mweijnsche@yahoo.com

> Monique Weijnschenk

Silveira, Ava

From: mweijnsche@yahoo.com
Sent: Tuesday, May 19, 2020 8:48 AM
To: Silveira, Ava
Cc: mweijnsche@yahoo.com
Subject: Re: Hearing for T19-0270
Attachments: 2806 68th ave file.pdf

RECEIVED
MAY 19 2020
RENT ADJUSTMENT PROGRAM
OAKLAND

Good morning Ms. Silveira,

Within this email I have attached documents to help further my case, as well as a statement mentioning that I filled out my Original petition wrong. When I went to the office back in February the representative explained to write a statement due to me not being able to change it on the original form, and send in the invoices from my landlord to back my case. Hopefully I will have sent this early enough to answer about any questions or concerns.

On May 18, 2020, at 3:41 PM, Silveira, Ava <ASilveira@oaklandca.gov> wrote:

Hi Monique,

I think it would be best to call you when I am in the office so that I can answer any questions you may have when I have the physical file in front of me. I plan on going into the office sometime this week, so I will call you then.

I will make sure to request a Mandarin interpreter for the upcoming hearing.

Thank you,
Ava

From: mweijnsche@yahoo.com <mweijnsche@yahoo.com>
Sent: Friday, May 15, 2020 9:13 AM
To: Silveira, Ava <ASilveira@oaklandca.gov>
Cc: mweijnsche@yahoo.com
Subject: Hearing for T19-0270

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Good morning Ms. Silveira,

I would first like to thank you for reaching out regarding changes on my case T-19-0270. The number you have on file (510) 424-9242 is a good contact number and I am able to do zoom calls as well, which I

would prefer. I have read the attached documents and will try to forward all needed documents for my case within this week.

Moving forward I do have a couple concerns, my landlord, Mary Oskamp, had requested there be a Mandarin translator present, this is what delayed the hearing back in September. I just want to confirm that there will be one present. As well as back in February 24, 2020 she tried to raise my rent again, and I went down to the office to file a petition but the representative told me to talk to you regarding this due to me being in a petition already for unlawfully raising my rent last year. I will include the documents in my scan, but would like further information on what to do.

Thank you for your time,
Monique Weijnschenk

On May 12, 2020, at 4:43 PM, Silveira, Ava <ASilveira@oaklandca.gov> wrote:

Hello,

I am writing to inform you that due to the shelter-in-place orders imposed by the County and the Governor, all Rent Adjustment Program Hearings that are currently scheduled from **June 1, 2020 through June 30, 2020, will be held remotely**. Please read the attached documents carefully. I will be calling you in a few days to ask you a few follow-up questions regarding your accessibility to technology. I have the following contact information:

Mary Wang Oskamp – (650) 291-0218

Monique Weijnschenk – (510) 424-9242

Please verify the information is correct and let me know if I do not have the correct number.

I look forward to speaking with you.

Ava Silveira, MPA
Administrative Analyst I | Rent Adjustment Program
City of Oakland | Housing and Community Development
250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612
(510) 238-7093

<Amended Notice of Settlement Conference and Hearings_T19-0270_2020.05.12.pdf>
<Proof Of Service_Amended Notice of Remote Hearing_T19-0270_2020.05.12.pdf>

Date: August 12, 2019

From: First LJ of California, LLC—Mary Wang Oskamp

Case#: T-19-0270

Case Name: Weijnschenk Vs First LJ of California, LLC

To Whom it May Concern: This letter is served as the additional answer for the above case:

- A. The rent increase rate for 2019 is 3.4%--> Increase \$30.40
 - B. Trash service fee increase \$4.16 per unit. (Year 2018 \$292.47/Mos to Year 2019 \$325.77/Mos)
 - C. Property tax increase \$7.35 per unit per month from year 2018 to year 2019
 - D. Per majority tenants request to have pest control service monthly (\$95). Every unit share \$11.88/Mos
 - E. Additional occupant → Spouse for the tenant. Landlord charged \$25/month for additional occupant.
-

Total: \$78.79

Mary Wang Oskamp 08/12/2019

000218

INVOICE

DATE: 02/24/2020

TENANT NAMES: Monique Weijnschenk

ADDRESS: 2806 68th Ave, Oakland, CA 94605

Late fees charges for Delinquent Rent

January 07, 2019

February 06, 2019

March 07, 2019

May 07, 2019

August 06, 2019

September 06, 2019

October 11, 2019

December 06, 2019

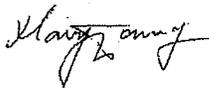
January 10, 2020

February 06, 2019

Total: \$350

PLEASE MAKE PAYMENT TO: First LJ of California, LLC

ADDRESS: 199 CALIFORNIA DR., #200, MILLBRAE, CA 94030



First LJ of California, LLC---MARY WANG OSKAMP

000219

INVOICE

DATE: 02/24/2020

TENANT NAMES: Monique Weijnschenk

ADDRESS: 2806 68th Ave, Oakland, CA 94605

Year 2018 to Year 2020 RAP charges -- Delinquent by tenant

Year 2018-- \$34

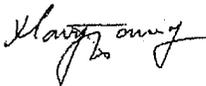
Year 2019--\$34

Year 2020--\$50.50 (Paid \$10)

Total: \$ 108.50

PLEASE MAKE PAYMENT TO: First LJ of California, LLC

ADDRESS: 199 CALIFORNIA DR., #200, MILLBRAE, CA 94030



First LJ of California, LLC--MARY WANG OSKAMP

000220

3-DAY NOTICE TO PAY RENT OR MOVE OUT (Oakland)

Plaintiff(s): Mary Wang Oskamp, Owner(s)

VS.

Defendant(s): Monique Weijnschenk, Resident
_____, Resident
_____, Resident

Notice To
Pay Rent
Or Quit

To Resident(s) (list by full name) AND ALL OTHERS IN POSSESSION Monique Weijnschenk
_____ of the premises now held and/or occupied by you at
(Street Address) 2806 68th AVE (Unit #) _____ (City) Oakland
CA, (Zip) 94605

PLEASE TAKE NOTICE that you are justly indebted to the owner of the herein described premises; and notice is hereby given that pursuant to the lease and/or rental agreement under which you hold possession, there is now due, unpaid and delinquent rent in the total sum of Nine Hundred Fifty (\$ 950).

The total amount owing represents rent due for the following period(s):

\$ 950 Due from February 01, 2020 to February 29, 2020
\$ _____ Due from _____, 20____ to _____, 20____
\$ _____ Due from _____, 20____ to _____, 20____

WITHIN THREE (3) DAYS after service on you of this notice, you are hereby required to pay the amount of the above stated rent in full OR quit the subject premises, move out, and deliver up possession to the owner or his authorized agent.

Your payment shall be payable to: Mary Wang Oskamp and payments shall be delivered to
(Name): Mary Wang Oskamp at (Address): 199 California Dr.
(Unit #): 200, Millbrae CA, Zip Code: 94030 and Telephone Number (650) 2910218
who is available on the following days: Mon Tue Wed Thur Fri Sat Sun
and the following hours: 9:00 AM to 5:00 PM

PLEASE TAKE FURTHER NOTICE that unless you pay the rent in full OR vacate the premises WITHIN THREE (3) DAYS as required by this notice, that the undersigned does hereby elect to declare a forfeiture of the subject lease and/or rental agreement and will institute legal proceedings for the unlawful detainer against you to recover possession of the premises plus court costs, attorney fees and penalty fees of \$600.00 as provided by California law.

Pursuant to Section 1785.26 of the California Civil Code, as required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

If your tenancy terminates because of this notice you may exercise your right to request an initial move-out inspection of the premises and be present at the inspection. On the basis of this inspection you may then correct any deficiencies that would otherwise result in a deduction from your Security Deposit. Please contact the Owner/Agent to request an initial move-out inspection.

Pursuant to Oakland Municipal Code Chapter 8.22.360.B.2 codifying the "Just Cause" for Eviction Ordinance, the landlord asserts in good faith that "the ground of non-payment of rent is the landlord's dominant motive for recovering possession and the landlord acts in good faith in seeking to recover possession. "[A]dvice regarding the notice terminating tenancy is available from the Rent Board." The Rent Board is located at 250 Frank J. Ogawa Plaza, Suite 5313, Oakland CA 94612, telephone (510) 238-3015.

Dated this 6th day of February, 2020

Owner(s): Mary Wang Oskamp

By: Mary Wang Oskamp

Agent



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60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Weijnschenk, Resident(s) and all others in
possession of Apt. No. _____, located at (Street Address) 2806 68th AVE
in the city of Oakland, CA 94605, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days
after service upon you of this notice or beginning May 01, 2020, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 930 per month to \$ 960.55 per month, an
increase of \$ 30.55 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
\$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ _____
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ _____

OTHER CHANGES:

25 Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

26 Dated: (Month/Day) February 24, 2020

27 First LJ of California, LLC, OWNER(S)

28 By: [Signature] AGENT



RESIDENTIAL LEASE RENTAL AGREEMENT

Date: December 01, 2019, First LJ of California, LLC (collectively, "Landlord") and Monique Weijnschenk ("Tenant") agree as follows. As used herein, Landlord shall include any other owner of the property in which the Premises is located.

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:

2806 68th Avenue, Oakland, California 94605 (the "Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only:

2. TERM: The term begins on (date) December 01, 2019 ("Commencement Date"), (Check A or B):

A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least thirty (30) days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

B. Lease: and shall terminate on (date) at _____. Tenant shall vacate the Premises upon termination of this Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in Paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

A. Tenant agrees to pay \$930.00 per month for the term of this Agreement.

B. Rent is payable in advance on the first (1st) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day, then Rent is payable under Paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.

D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or cash, to:

(name) Mary Wang Oskamp (phone) 650-291-0218 (address) 199 California Dr., #200, Millbrae, CA 94030

(or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of 9 A.M. and 5 P.M. on the following days Monday – Friday. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three (3) months and (ii) all future Rent shall be paid by money order or cashier's check.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$1,100.00 as a security deposit. The security deposit will be held by the Landlord.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or any other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, then Tenant agrees to reinstate the total security deposit within five (5) days after written notice is delivered to Tenant. Within twenty one (21) days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to First LJ of California, LLC shall be paid by personal check, money order, cashier's check or cash.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from 12/01/2019 to 12/31/2019 (date)	\$930.00	\$0.00	\$930.00	12/01/2019
*Security Deposit	\$1,100.00	\$1,100.00	\$0.00	
Other				
Total	\$2,030.00	\$1,100.00	\$930.00	12/01/2019

* The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two (2) months' Rent for unfurnished premises or three (3) months' Rent for furnished premises.

Tenant's Initials (_____) (_____)

Landlord's Initials (_____) (_____)



CALIFORNIA
ASSOCIATION
OF REALTORS*

**RESIDENTIAL LEASE OR
MONTH-TO-MONTH RENTAL AGREEMENT**
(C.A.R. Form LR, Revised 12/13)

Date 04/05/2014

Redwood Properties

("Landlord") and

Monique Weijnschenk

("Tenant") agree as follows:

1. PROPERTY:

- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2806 68th Ave, Oakland, Ca 94605 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
- C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (If checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance _____

2. TERM: The term begins on (date) April 5, 2014 ("Commencement Date"). (Check A or B):

- A. **Month-to-Month:** and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. **Lease:** and shall terminate on (date) April 4, 2015 at _____ AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.

- A. Tenant agrees to pay \$ 800.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** Rent shall be paid by personal check, money order, cashier's check, or other Online, or 7-11 payslip, to (name) Redwood Properties (phone) (415) 785-8322 at (address) 55 Larkspur Suite 1 San Rafael CA 94901 (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.

4. SECURITY DEPOSIT:

- A. Tenant agrees to pay \$ 1,100.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.**
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to _____ shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>04/05/2014</u> to <u>04/30/2014</u> (date)	\$666.67		\$666.67	04/05/2014
*Security Deposit	\$1,100.00	\$300.00	\$800.00	04/05/2014
Other <u>Last mnt rent</u>	\$800.00		\$800.00	04/05/2014
Other _____				
Total	\$2,566.67	\$300.00	\$2,266.67	

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (MW) (_____)

Landlord's Initials ([Signature]) (_____)

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LR REVISED 12/13 (PAGE 1 OF 6)

Reviewed by _____ Date _____



RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 1 OF 6)

Agent: Christopher MacDonald Phone: 800-398-3750 Fax: 415.462.5912 Prepared using zipForm® software
Broker: Cal Marin Group, 55 Larkspur St Unit 1 San Rafael, CA 94901

000224

MARY WANG OSKAMP
199 CALIFORNIA DR # 200
MILLBRAE, CA 94030

OAKLAND
CALIF
24 FEB 20
PM 6 L



1000



94605

U.S. POSTAGE PAID
FCM LETTER
OAKLAND, CA
94603
FEB 24, 20
AMOUNT

\$4.10

R2305H128603-13

7019 0700 0001 0609 6730

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

CERTIFIED MAIL



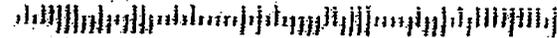
7019 0700 0001 0609 6730

Monique Wejnshenk

2806 68th Ave

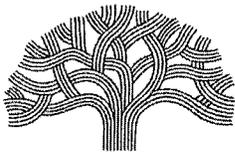
Oakland, CA 94605

94605-203206



000225

Received on 08/12/2019

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp RECEIVED AUG 16 2019 RENT ADJUSTMENT PROGRAM OAKLAND PROPERTY OWNER RESPONSE

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

CASE NUMBER T19-0270

Your Name <i>First 27 of California, LLC Mary Wang Oskamp</i>	Complete Address (with zip code) <i>199 California Dr #200 Millvale, CA 94030</i>	Telephone: <i>650-291-0218</i>
		Email: <i>MARYWANGOSKAMP@APL.COM</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone: Email:
Tenant(s) Name(s)	Complete Address (with zip code)	
Property Address (If the property has more than one address, list all addresses)		Total number of units on property

Have you paid for your Oakland Business License? Yes No Lic. Number: 00168486
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 39-3273-22-3
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: Nov 1 2014

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

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

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

I. JUSTIFICATION FOR RENT INCREASE You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

Date of Contested Increase	Banking (deferred annual increases)	Increased Housing Service Costs	Capital Improvements	Uninsured Repair Costs	Debt Service	Fair Return
March 2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
OCT. 2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

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

The tenant moved into the rental unit on 4/5/2014.

The tenant's initial rent including all services provided was: \$ 800 / 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? Jan 2015 (Provide Annually)

Is the tenant current on the rent? Yes No

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

Date Notice Given (mo./day/year)	Date Increase Effective	Rent Increased		Did you provide the "RAP NOTICE" with the notice of rent increase?
		From	To	
March 2015	5/2015	\$ 800	\$ 825	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
March 2016	5/2016	\$ 825	\$ 850	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
March 2017	5/2017	\$ 850	\$ 875	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
March 2018	5/2018	\$ 875	\$ 900	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
March 2019	5/2019	\$ 900	\$ 950	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

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

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

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

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

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

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

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

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

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

IV. DECREASED HOUSING SERVICES

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

Date: August 12, 2019

From: First LJ of California, LLC—Mary Wang Oskamp

Case#: T-19-0270

Case Name: Weijnschenk Vs First LJ of California, LLC

To Whom it May Concern: This letter is served as the additional answer for the above case:

- A. The rent increase rate for 2019 is 3.4%--> Increase \$30.40
 - B. Trash service fee increase \$4.16 per unit. (Year 2018 \$292.47/Mos to Year 2019 \$325.77/Mos)
 - C. Property tax increase \$7.35 per unit per month from year 2018 to year 2019
 - D. Per majority tenants request to have pest control service monthly (\$95). Every unit share \$11.88/Mos
 - E. Additional occupant→ Spouse for the tenant. Landlord charged \$25/month for additional occupant.
-

Total: \$78.79

Mary Wang Oskamp 08/12/2019

000230

Fiscal Year Beginning July 1, 2018 and Ending June 30, 2019

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Arly C. Levy, Treasurer and Tax Collector
1100 Oak Street, Room 131
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
39-3273-22-3	08414500	17-045	

Location of Property
2268 68TH AVE, OAKLAND
Assessed to on January 1, 2018

SESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
FOR CA GOV CODE §6254.21

Description	Phone	Amount
MOSQUITO ABATEMENT	800-273-5167	8.74
CSA PARAMEDIC	800-441-8280	262.88
CSA VECTOR CONTROL	800-273-5167	36.00
CITY EMERG MEDICAL	510-238-2942	74.36
CITY PARAMEDIC SRV	510-238-2942	59.20
CSA LEAD ABATEMENT	510-567-8280	70.00
SCHOOL MEASURE G	510-879-8884	195.00
PERALTA CCD MEAS B	800-792-8021	48.00
* OUSD MEASURE N	510-879-8884	120.00
* OUSD MEASURE G1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	594.56
CITY LIBRARY SRV-D	510-238-2942	409.92
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-6615	24.00
HAZ WASTE PROGRAM	800-273-5167	59.20
CSA VECTOR CNTRL B	800-273-5167	10.44
MOSQUITO ASSESS 2	800-273-5167	6.40
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	573.28
EBMUD WETWEATHER	866-403-2683	103.74
* EAST BAY TRAIL LLD	888-512-0316	21.76
* EBRP PARK SAFETY/M	888-512-0316	66.24
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		444.22

Total Fixed Charges and/or Special Assessments 3,415.94

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	5,537.86
CITY APPROVED DEBT SERVICE:		
COUNTY WIDE GO BOND	0.0112 %	62.00
CITY OF OAKLAND 1	0.1982 %	1,097.60
SCHOOL UNIFIED	0.1176 %	651.25
SCHOOL COMM COLL	0.0269 %	148.97
CITY AREA RAPID TRANSIT	0.0070 %	38.77
EAST BAY REGIONAL PARK	0.0057 %	31.57
TOTAL	1.3666 %	7,568.02

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	137,313		
FIXTURES	412,997		
TOTAL REAL PROPERTY	550,310		
PERSONAL PROPERTY	3,476		
GROSS ASSESSMENT & TAX	553,786	1.3666 %	7,568.02
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	553,786	1.3666 %	7,568.02
TOTAL			7,568.02
First Installment	Second Installment	Total Amount Due	
PAID \$ 5,491.98	PAID \$ 5,491.98	\$ 10,983.96	

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck accepted online through June 30, 2019 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/>, mobile @www.acgov.org/mobile/apps/ through June 30, 2019. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of April 8, 2019 11:18 AM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-3787 (510) 272-3770

SECOND INSTALLMENT PAYMENT, 2018-2019

PARCEL NO. 39-3273-22-3

2

INTERNET COPY

TRACER NO. 08414500

THIS AMOUNT DUE FEB 1, 2019 ==>

PAID \$ 5,491.98



Pay this amount after APRIL 10, 2019
(This includes delinquent penalty of 10% and \$10.00 cost)

PAID NOV 16, 2018

FIRST INSTALLMENT PAYMENT, 2018-2019

PARCEL NO. 39-3273-22-3

1

INTERNET COPY

TRACER NO. 08414500

THIS AMOUNT DUE NOV 1, 2018 ==>

PAID \$ 5,491.98



Pay this amount after DECEMBER 10, 2018
(This includes delinquent penalty of 10%)

PAID NOV 16, 2018

000231

Description		
CITY LANDSCAPE/LIGHT	510-238-2942	444.22
Total Additional Fixed Charges and/or Special Assessments		444.22

IMPORTANT REMINDERS

Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.

Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.

Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.

New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

1. Property Assessment and Attachment of Tax Lien: The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.

(a) If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.

(b) Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.

2. Your Tax Collector does not determine the amount you pay in taxes. Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.

3. The Total Amount Due is payable in two installments:

(a) The 1st installment is due on **NOVEMBER 1, 2018** and is delinquent at 5 p.m. **DECEMBER 10, 2018** after which a 10% penalty attaches.

(b) The 2nd installment is due on **FEBRUARY 1, 2019** and is delinquent at 5 p.m. **APRIL 10, 2019** after which a 10% penalty and \$10 cost attach.

(c) In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by **DECEMBER 10, 2018**.

(d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.

4. If the amount due is unpaid at 5 p.m. June 30, 2019, it will be necessary to pay (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

**SEND THIS STUB WITH YOUR 2nd
INSTALLMENT PAYMENT**

Due: FEBRUARY 1, 2019

Delinquent: 5 p.m., APRIL 10, 2019

5. Full Value Exemption Legend:

C- Church	D- Welfare/Hospital
G- Cemetery	H- Homeowner
M- Miscellaneous	R- Religious
S- Public School	V- Veteran
W- Welfare/Others	X- Combination

6. Homeowners' Exemption. If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2018, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2018. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.

7. Questions about property valuation, exemptions, payments and fixed charges and/or special assessments should be directed to the telephone numbers indicated on the front of this bill.

8. Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons. The State Controller's Office (SCO) administers the Property Tax Postponement (PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their residence. PTP applications are accepted from October 1 to February 10 each year. For more information, go to http://www.sco.ca.gov/ardtax_prop_tax_postponement.html. If you have any questions, call (800)952-5661 or email postponement@sco.ca.

Do Not Use This Stub After June 30, 2019
2nd INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1st INSTALLMENT IS PAID

**SEND THIS STUB WITH YOUR 1st
INSTALLMENT PAYMENT**

Due: NOVEMBER 1, 2018

Delinquent: 5 p.m., DECEMBER 10, 2018

Do Not Use This Stub After June 30, 2019
TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

000232

Fiscal Year Beginning July 1, 2017 and Ending June 30, 2018

ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT

Erin C. Levy, Treasurer and Tax Collector
 1111 Oak Street, Room 131
 Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
39-3273-22-3	08361000	17-045	

Location of Property
 3226 68TH AVE, OAKLAND
 Assessed on January 1, 2017

SESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
 R CA GOV CODE §6254.21

Description	Phone	Amount
MOSQUITO ABATEMENT	800-273-5167	8.74
CSA PARAMEDIC	800-441-8280	253.84
CSA VECTOR CONTROL	800-273-5167	36.00
CITY EMERG MEDICAL	510-238-2942	72.04
CITY PARAMEDIC SRV	510-238-2942	57.34
CSA LEAD ABATEMENT	510-567-8280	70.00
SCHOOL MEASURE G	510-879-8884	195.00
PERALTA CCD MEAS B	800-792-8021	48.00
* OUSD MEASURE N	510-879-8884	120.00
* OUSD MEASURE G1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	576.16
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-6615	24.00
HAZ WASTE PROGRAM	877-786-7927	67.68
CSA VECTOR CNTRL B	800-273-5167	10.44
MOSQUITO ASSESS 2	800-273-5167	6.40
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	555.36
EBMUD WETWEATHER	866-403-2683	98.80
* EAST BAY TRAIL LLD	888-512-0316	21.76
* EBRP PARK SAFETY/M	888-512-0316	66.24
CITY LANDSCP/LIGHT	510-238-2942	444.22
* Possible Sr Exemption - Call Agency		
Total Fixed Charges and/or Special Assessments		2,960.02

THIS IS NOT AN OFFICIAL BILL

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Tax Amount
COUNTYWIDE TAX	1.0000 %	5,426.41
INTER APPROVED DEBT SERVICE:		
CITY OF OAKLAND 1	0.2045 %	1,109.68
SCHOOL UNIFIED	0.1015 %	550.78
SCHOOL COMM COLL	0.0310 %	168.22
CITY AREA RAPID TRANSIT	0.0084 %	45.58
EAST BAY REGIONAL PARK	0.0021 %	11.40
MUD SPEC DIST 1	0.0011 %	5.97
TOTAL	1.3486 %	7,318.04

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	134,621		
FIXTURES	404,900		
TOTAL REAL PROPERTY	539,521		
PERSONAL PROPERTY	3,120		
GROSS ASSESSMENT & TAX	542,641	1.3486 %	7,318.04
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
NET ASSESSMENT AND TAX	542,641	1.3486 %	7,318.04
			7,318.04
First Installment		Second Installment	Total Amount Due
PAID \$ 5,139.03	PAID \$ 5,139.03	\$ 10,278.06	

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck accepted online through June 30, 2018
<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online
<http://www.acgov.org/propertytax/>, mobile
<http://www.acgov.org/mobile/apps/> through June 30, 2018. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online
<http://www.acgov.org/propertytax/>.

This bill is as of August 12, 2019 3:49 AM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
 Payment Questions/Credit Card Payments
 (510) 272-6800

Assessor's Office
 Valuation/Exemption
 (510) 272-3787 (510) 272-3770

SECOND INSTALLMENT PAYMENT, 2017-2018

2 INTERNET COPY PARCEL NO. 39-3273-22-3
 TRACER NO. 08361000
 THIS AMOUNT DUE FEB 1, 2018 ==> PAID \$ 5,139.03



Pay this amount after APRIL 10, 2018
 (This includes delinquent penalty of 10% and \$10.00 cost)

PAID NOV 13, 2017

FIRST INSTALLMENT PAYMENT, 2017-2018

1 INTERNET COPY PARCEL NO. 39-3273-22-3
 TRACER NO. 08361000
 THIS AMOUNT DUE NOV 1, 2017 ==> PAID \$ 5,139.03



Pay this amount after DECEMBER 10, 2017
 (This includes delinquent penalty of 10%)

PAID NOV 13, 2017

000233

Description	
Total Additional Fixed Charges and/or Special Assessments	

- Property Assessment and Attachment of Tax Lien:** The Assessor annually assesses all the property in the county, except state-assessed property, to the person owning, claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attaches at that time preceding the fiscal year for which the taxes are levied.
 - If you disagree with a change in the assessed value as shown on the tax bill, you may have the right to an informal assessment review by contacting the Assessor's Office. If you disagree with the results of the informal review, you have the right to file an application for reduction in assessment for the following year with the Alameda County Assessment Appeals Board from July 2 to September 15. The Assessment Appeals Board may be contacted at the County Administration Building, Room 536, 1221 Oak Street, Oakland, California 94612 or by calling (510) 272-6352.
 - Application for review and equalization of an assessment made outside of the regular assessment period must be filed with the Alameda County Assessment Appeals Board no later than 60 days from the first notification of that assessment.
- Your Tax Collector does not determine the amount you pay in taxes.** Tax amounts are computed by multiplying the property's full value by the tax rates of the various taxing agencies. Fixed charges and/or special assessments such as Flood Control Benefit Assessment, sewer service, special assessment improvement bond charges, delinquent garbage liens, etc. from cities and districts are added to the computed tax amounts to arrive at the total amount due on the bill.
- The Total Amount Due is payable in two installments:**
 - The 1st installment is due on **NOVEMBER 1, 2017** and is delinquent at 5 p.m. **DECEMBER 10, 2017** after which a 10% penalty attaches.
 - The 2nd installment is due on **FEBRUARY 1, 2018** and is delinquent at 5 p.m. **APRIL 10, 2018** after which a 10% penalty and \$10 cost attach.
 - In order to pay both installments at the same time, remit the **TOTAL AMOUNT DUE** with both installment payment stubs by **DECEMBER 10, 2017**.
 - If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty is charged if payment is made by 5 p.m. on the next business day.
- If the amount due is unpaid at 5 p.m. June 30, 2018, it will be necessary to pay** (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. If June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall attach if payment is made by 5 p.m. on the next business day. Property delinquent for the first year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collector has the power to sell tax-defaulted property that is not redeemed.

IMPORTANT REMINDERS
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 Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.
 Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.
 New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

**SEND THIS STUB WITH YOUR 2nd
 INSTALLMENT PAYMENT**
Due: FEBRUARY 1, 2018
 Delinquent: 5 p.m., APRIL 10, 2018

Do Not Use This Stub After June 30, 2018
**2nd INSTALLMENT PAYMENT CANNOT BE
 ACCEPTED UNLESS 1st INSTALLMENT IS PAID**

**SEND THIS STUB WITH YOUR 1st
 INSTALLMENT PAYMENT**
Due: NOVEMBER 1, 2017
 Delinquent: 5 p.m., DECEMBER 10, 2017

Do Not Use This Stub After June 30, 2018
TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

- Full Value Exemption Legend:**

C- Church	D- Welfare/Hospital
G- Cemetery	H- Homeowner
M- Miscellaneous	R- Religious
S- Public School	V- Veteran
W- Welfare/Others	X- Combination
- Homeowners' Exemption.** If your tax bill shows zero value on the Homeowners' Exemption line and you owned and occupied this property on January 1, 2017, you may be eligible for a partial (80%) homeowners' exemption if you file a claim with the Assessor on or before December 10, 2017. The homeowners' exemption tax reduction is attributable to the state-financed homeowners' tax relief program.
- Questions about property valuation, exemptions, payments and fixed charges and/or special assessments** should be directed to the telephone numbers indicated on the front of this bill.
- Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons.** The State Controller's Office(SCO) administers the Property Tax Postponement(PTP) program, which allows eligible homeowners to postpone payment of current-year property taxes on their residence. PTP applications are accepted from October 1 to February 10 each year. For more information, go to http://www.sco.ca.gov/ardtax_prop_tax_postponement.html. If you have any questions, call (800)952-5661 or email postponement@sco.ca.

Property Tax Postponement for Senior Citizens, Blind, Or Disabled Persons. In September 2014, Assembly Bill AB 2231 Chapter 703, Statutes of 2014, reinstated a modified Property Tax Postponement (PTP) program. The State Controller's Office (SCO) will begin accepting new PTP applications on October 1, 2017. Go to the SCO website at sco.ca.gov/ardtax_prop_tax_postponement.html for more information. If you have any questions, call 1.800.952.5661 or email postponement@sco.ca.gov.

Invoice # 23451

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

Invoice Date: 5/31/2019
Friday
*Time: 03:37 PM
Bill-To: 100274
Location: 100671

First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

First LJ Of California
Mary
2800 68th Ave
Oakland, CA 94605-2032

Service Description	Quantity	Price
Cockroaches	1.00	95.00
SUBTOTAL		\$95.00
TAX		\$0.00
TOTAL		\$95.00
AMT PAID*		\$0.00
BALANCE		\$95.00

7/15/2019
#2469

Bill-To: First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

100274
PO Number:
Terms: NET 30

5/31/2019
Invoice #: 23451

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

000235

Invoice # 23738

Longway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

Invoice Date: 6/29/2019
Friday
*Time: 09:22 PM
Bill-To: 100274
Location: 100671

First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

First LJ Of California
Mary
2800 68th Ave
Oakland, CA 94605-2032

Service Description	Quantity	Price
Cockroaches	1.00	95.00
SUBTOTAL		\$95.00
TAX		\$0.00
TOTAL		\$95.00
AMT PAID*		\$0.00
BALANCE		\$95.00

7/15/2019
H 2469

Bill-To: First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

100274
PO Number:
Terms: NET 30

6/28/2019
Invoice #: 23738

Longway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

Invoice # 22121

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

Invoice Date: 1/31/2019
Thursday
*Time: 05:57 PM
Bill-To: 100274
Location: 100671

First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

First LJ Of California
Mary
2800 68th Ave
Oakland, CA 94605-2032

Service Description	Quantity	Price
Cockroaches	1.00	95.00
SUBTOTAL		\$95.00
TAX		\$0.00
TOTAL		\$95.00
AMT PAID*		\$0.00
BALANCE		\$95.00

2/14/2019
H2773

Bill-To: First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

100274
PO Number:
Terms: NET 30

1/31/2019
Invoice #: 22121

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

000237

Invoice # 21732

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

Invoice Date: 12/21/2018
Friday
*Time: 06:53 AM
Bill-To: 100274
Location: 100671

First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

First LJ Of California
Mary
2800 68th Ave
Oakland, CA 94605-2032

Service Description	Quantity	Price
Cockroaches	1.00	95.00
SUBTOTAL		\$95.00
TAX		\$0.00
TOTAL		\$95.00
AMT PAID*		\$0.00
BALANCE		\$95.00

No Treatment on December 2018

Bill-To: First LJ Of California LLC
199 California Dr Ste 200
Millbrae, CA 94030-3119

100274
PO Number:
Terms: NET 30

12/21/2018
Invoice #: 21732

Longeway Pest Control
Po Box 1314
Martinez, CA 94553
510-499-2485

000238



INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

14-30405-53008
LLC FIRST LJ OF CALIFORNIA
JUNE SERVICE
06/01/2018
1858498-2216-7

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:
(510) 613-8710

Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

Your Total Due

\$(2,697.16)

See Reverse for Important Messages

Previous Balance	(2,989.63)	+	Payments	0.00	+	Adjustments	0.00	+	Current Charges	292.47	=	Total Due	(2,697.16)
------------------	------------	---	----------	------	---	-------------	------	---	-----------------	--------	---	-----------	-------------------

Details for Service Location: **Customer ID: 14-30405-53008**
First Lj Of California, Llc, 2802 68th Ave, Oakland CA 94605-2057

Description	Date	Ticket	Quantity	Amount
20 Gallon toter per	06/01/18		8.00	201.68
Available bulky yards	06/01/18		9.00	0.00
64 Gallon cart service - organics	06/01/18		1.00	0.00
Monthly recycle per unit	06/01/18		7.00	90.79
Total Current Charges				292.47

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND CA 94603
 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
06/01/2018	1858498-2216-7	14-30405-53008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$(2,697.16)	

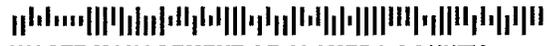


2216000143040553008018584980000002924700000000000 3

0095005 01 AB 0.405 **AUTO T7 0 7151 94030-311950 -C01-P95100-11
 12216R08

 LLC FIRST LJ OF CALIFORNIA
 199 CALIFORNIA DR STE 200
 MILLBRAE CA 94030-3119




 WASTE MANAGEMENT OF ALAMEDA COUNTY
 PO BOX 541008
 LOS ANGELES CA 90054-1008

THINK GREEN.®

000239





INVOICE

Customer ID:
Customer Name:
Service Period:
Invoice Date:
Invoice Number:

14-30405-53008
LLC FIRST LJ OF CALIFORNIA
JULY SERVICE
07/01/2019
2525359-2216-2

How To Contact Us

Visit **wm.com**

To setup your online profile, sign up for paperless statements, manage your account, view holiday schedules, pay your invoice or schedule a pickup



Customer Service:
(510) 613-8710

Your Payment Is Due

Due Upon Receipt

Pymt due upon receipt of invoice & delinquent 30 days later. Delinquent invoices are subject to monthly late charges of a minimum of \$5.00 up to 1.5% of the invoice amount, and are subject to property assessment, and a City subscription charge. See NOTICE on last page of invoice for details.

Your Total Due

\$(676.59)

See Reverse for Important Messages

Previous Balance	+	Payments	+	Adjustments	+	Current Charges	=	Total Due
(1,002.36)		0.00		0.00		325.77		(676.59)

Details for Service Location: **Customer ID: 14-30405-53008**
First Lj Of California, Llc, 2802 68th Ave, Oakland CA 94605-2057

Description	Date	Ticket	Quantity	Amount
20 Gallon toter per	07/01/19		8.00	218.88
Available bulky yards	07/01/19		10.50	0.00
64 Gallon cart service - organics	07/01/19		1.00	0.00
Monthly recycle per unit	07/01/19		7.00	106.89
Total Current Charges				325.77

----- Please detach and send the lower portion with payment ----- (no cash or staples) -----

Waste Management
 WASTE MANAGEMENT OF ALAMEDA COUNTY
 172 98TH AVENUE
 OAKLAND CA 94603
 (510) 613-8710
 (510) 562-2854 FAX
 caloakland@wm.com

Invoice Date	Invoice Number	Customer ID <i>(Include with your payment)</i>
07/01/2019	2525359-2216-2	14-30405-53008
Payment Terms	Total Due	Amount
Due Upon Receipt	\$(676.59)	



2216000143040553008025253590000003257700000000000 2

0152407 01 AB 0.409 **AUTO T5 0 7179 94030-311950 -C01-PS2569-11 6 12216R88

LLC FIRST LJ OF CALIFORNIA
199 CALIFORNIA DR STE 200
MILLBRAE CA 94030-3119




WASTE MANAGEMENT OF ALAMEDA COUNTY
PO BOX 541008
LOS ANGELES, CA 90054-1008

152407-0000001-0156452

THINK GREEN.®

000240



065-4422201-2216-6

**Customer ID:****14-30405-53008**

Customer Name:

LLC FIRST LJ OF CALIFORNIA

Service Period:

JULY SERVICE

Invoice Date:

07/01/2019

Invoice Number:

2525359-2216-2

NOTICE

According to the Oakland Municipal Code Section 8.28.100, the owner of any premises generating garbage is responsible for maintaining garbage service including paying garbage collection bills.

Payment is due upon receipt and becomes delinquent (a) **45 days** after the invoice date for customer accounts billed quarterly, and (b) on the final day of the billing period for customer accounts billed monthly. Late payments may be subject to additional charges including late fees and property assessment.

If the invoice remains unpaid (a) after 90 days for customer accounts billed quarterly, and (b) after 75 days for customer accounts billed monthly, then Waste Management may terminate service and the City of Oakland may subscribe to service on behalf of the property owner. Once the City subscribes, property owners will be subject to a City subscription charge (authorized by Oakland Municipal Code Section 8.28.190) of \$96 or 10% of the delinquent amount (whichever is greater) for each service invoice. **All future invoices for which the City maintains subscription are subject to City subscription charges and Alameda County Property Tax special assessment.**

Total Amount Due - This balance represents the total payment that is due upon receipt of the invoice. To verify the Total Amount Past Due, calculate:

Total Amount Due minus Total Current Charges

Payments may be made by any of the following:

- Mail payment with the Payment Coupon to the address provided on the invoice
- Pay online, go to wm.com and use the Online WM ezPay ID number listed on the invoice, 24 hours a day/7 days a week
- Call the automated ezPay phone number at 1-866-964-2729, 24 hours a day/7 days a week
- Call the Customer Service Call Center at 510-613-8710, Monday - Friday 8:00 am to 6:00 pm
- Visit the Waste Management cashier office at 172 98th Ave. Oakland, Monday - Friday 8:00 am to 6:00 pm.

For billing inquires, choose any of the following

- Call the Waste Management Customer Service Call Center at (510) 613-8710, Monday - Friday 8:00 am to 6:00 pm
- Visit the Waste Management office at 172 98th Ave. Oakland, Monday - Friday 8:00 am to 6:00 pm.
- Email Waste Management at csnorthbay@wm.com, 24 hours a day/7 days a week

To dispute a balance in person, an agent will be available during normal business hours at the Waste Management office Monday - Friday 8:00 am to 6:00 pm.

Customers are responsible for assuring that items placed for collection through the regular garbage collection service are not hazardous as defined by the United States Environmental Protection Agency or under California hazardous waste control regulations. Improper placement of hazardous wastes for collection may result in liability for damages, as well as severe statutory penalties, both civil and criminal.

Inquiries concerning acceptability of specific wastes should be directed to the Customer Service number on the front of this invoice.

Waste Management of Alameda County observes the following non-collection holidays: New Year's Day, Thanksgiving Day and Christmas Day. Starting with the non-collection holiday, pick-up is one day later for the rest of the week. For holidays other than the ones stated above, the collection service schedule will not be affected.



Silveira, Ava

From: marywangoskamp@aol.com
Sent: Monday, May 25, 2020 1:31 AM
To: Silveira, Ava
Subject: Re: Submissions for T19-0270: Weijnschenk v. LJ California
Attachments: 202005250047.pdf

RECEIVED

MAY 25 2020

ADJUSTMENT PROGRAM
OAKLAND

[EXTERNAL] This email originated outside of the City of Oakland. Please do not click links or open attachments unless you recognize the sender and expect the message.

Hi Ava:

A. I submitted the answer on 08/12/2019. In the documentation, I stated the reasons for the rent increase from \$900 to \$950.

1. The rent increase 3.4%--> \$30.40
2. Trash fee increase \$4.16 per unit from year 2018 to year 2019.
3. Property tax increase \$7.35 per unit from year 2018 to year 2019.
4. Increase service for pest control-> every unit share \$11.88/mos.
5. Additional occupant--> Landlord charge \$25/month for extra utilities/water usage

Therefore, The increase of \$50 should be reasonable. However, tenant never paid \$950 as request. Tenant has been paying \$930 till today.

B. RAP issue.

We always sent out RAP payment letter + RAP form at the end or the beginning of the year to remind all tenants to pay RAP fees and sign back RAP notice.

Plus, we attached the RAP notice with all rent increase notice again. The Plaintiff never signed back the RAP notice and never paid RAP fees neither.

The most recent situation was that I sent out certified mail with new lease agreement plus RAP form (We already attached RAP notice as part of lease agreement)

But Plaintiff claimed there was no RAP form in the certified mail. So I resent certified mail on 2/24/2020 with RAP letter & RAP form. Again, the Plaintiff still refused by saying there was no RAP notice in the mail.

I, then, posted the form on her front door. I saw her partner took the form off and the Plaintiff called to say the form was gone by wind at the same time. So, I waited till she went home and met her at the premises to serve her personally.

She finally no excuse about not to receive the notice anymore. (I have about 60 tenants in Oakland. I was not able to do so for all tenants as this way same as to serve Plaintiff)

Please see attachments:

The new answer letter on 01/06/2020

on Plaintiff's filing, she indicated clearly that she did receive RAP notice with the rent increase notice for both year 2018 & 2019.

Proof of certified mail (02/24/2020) including rent increase notice, RAP notice and the invoice for the late rent charges, plus invoice for RAP fees (Tenant never paid late fees at all and not paid RAP fees before year 2020 neither)

RAP letter and RAP notice to all tenants were sent out 12/26/2018 (For year 2019) and 02/17/2018 (For year 2018)

Rent increase notice w/RAP notice for year 2018 & 2019.

Certified mail sent on 12/03/2019 to request to sign new lease under new ownership. (We did request previous, but tenant never wanted to sign new lease under new ownership)

The lease has not been signed by Plaintiff till today.

Please review the attachment and let me know if you need any extra information.

Greatly appreciate your help.

Mary

-----Original Message-----

From: Silveira, Ava <ASilveira@oaklandca.gov>

To: marywangoskamp@aol.com <marywangoskamp@aol.com>

Sent: Fri, May 22, 2020 12:51 pm

Subject: Submissions for T19-0270: Weijnschenk v. LJ California

Hi Mary,

You may email any submissions of evidence to me at this email address.

Thank you,

Ava Silveira, MPA

Administrative Analyst I | Rent Adjustment Program

City of Oakland | Housing and Community Development

250 Frank H. Ogawa Plaza, Suite 6301, Oakland, CA 94612

(510) 238-7093

mailed 01/06/2020

To: City of Oakland, Housing and Community Development Department
Rent Adjustment Program

Attn: Ms. Barbara Kong-Brown

From: Mary Wang Oskamp—First LJ of California, LLC

Re: Case No. T19-0270, Weilinschenk V. First LJ of California, LLC

Dear Ms. Barbara: I just returned from Asia yesterday, and I received the letter from you. I greatly appreciate your help for this matter. Actually, I did explain the procedure what we had done for RAP form. We always sent out RAP forms to all tenants around the end of December to request A. Sign back the form from tenants and B. To pay 50% of RAP fees. Then, we did resend RAP form with rent increase letter too. We have around 70 tenants in the City of Oakland, so everyone received same letter as others.

However, Weilinschenk was the one never signed back the form and never paid RAP fees. She has been ignoring landlord's request for years. On the petition form and during the hearing, Weilinschenk admitted that she did receive all the notices. But the Hearing Officer Elan Lambert indicated that if I did not send by certified mail and if I did not specifically state page 1 of 2 and page 2 of 2, then all the notices would be invalid. So, the rent might go back the date one as when she originally signed the contract.

I had resent lease agreement with current landlord to Weilinschenk (She refused to sign new contract with current landlord for years) and with RAP form again by certified mail on 12/03/2019. But up to today, there is not response from her yet. I will follow up and see what her action will be this time.

Thank you for your rearrangement of new hearing date. Again, I just reviewed all my mails during my absence. And for my business traveling schedules, (My main job is working for financial institution) that I need your help again to reschedule new hearing date when I am able to be in town. Here are my traveling schedules in year 2020:

Las Vegas: 2/20 (Thurs.) – 2/23 (Sun.): For convention attendance.

Fresno/Palm Springs: 3/5 (Thurs.) – 3/8 (Sun.): To attend family member wedding.

NYC/Philly: 5/1 (Fri.) – 5/9 (Sat.): To attend business meeting and college graduation.

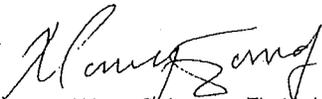
NYC/Ithaca: 5/31 (Sun.) – 6/7 (Sun): To attend Cornell University reunion with my husband.

Southeast Asia: 6/19 (Fri.) – 7/11 (Sat): To travel in Taiwan, Hong Kong, Thailand and China for investors annual meetings.

Italy: 10/15 (Thurs.) – 11/7 (Sat.): Family vacation.

Again, thank you so, very much to help me for this matter.

Sincerely,



Mary Wang Oskamp—First LJ of California, LLC (650)2910218. marywangoskamp@aol.com

000244

	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article I)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <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: April 5th, 2014 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: _____ If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?	
		From	To			
<u>03-15-19</u>	<u>May 5, 2019</u>	\$ <u>900</u>	\$ <u>950</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>3.5</u>
<u>01-25-18</u>	<u>May 5, 2018</u>	\$ <u>875</u>	\$ <u>900</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<u>3.4</u>
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

MARCUS FOSTER
 9201 INTERNATIONAL BLVD
 OAKLAND, CA 94603-1401
 055521-0025
 (800)275-8777
 02/24/2020 04:31 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (OAKLAND, CA 94605) (Weight: 0 Lb 0.60 Oz) (Estimated Delivery Date) (Wednesday 02/26/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (70190700000106096730)			\$3.55
Total:			\$4.10

Credit Card Remitd \$4.10
 (Card Name: VISA)
 (Account #: XXXXXXXXXXXXX2848)
 (Approval #: 031481)
 (Transaction #: 432)
 (AID: A0000000031010 Chip)
 (AL: VISA CREDIT)
 (PIN: Not Required CHASE VISA)

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
 Track your Packages
 Sign up for FREE @
www.informedelivery.com

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

HELP US SERVE YOU BETTER

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>
 840-5945-0144-001-00023-05569-02

or scan this code with your mobile device:



or call 1-800-410-7420.
 YOUR OPINION COUNTS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OAKLAND, CA 94603-1401

OFFICIAL USE

Certified Mail Fee \$3.55
 \$0.00
 Extra Services & Fees (check box, add fee) \$0.00
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$14.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55
 Total Postage and Fees \$4.10

Sent to *Monique Wejnischen*
 Street and Apt. No., or PO Box No. *826 18th AVE*
 City, State, ZIP+4® *Oakland, CA 94605*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 0700 0001 0609 6730

000246

From: marywangoskamp <marywangoskamp@aol.com>

To: Mweijnsche <Mweijnsche@yahoo.com>

Subject: Rent Increase Notice and other invoices

Date: Mon, Feb 24, 2020 2:38 am

Attachments: 202002240142.pdf (289K), 202002240206.pdf (62K)

Dear Ms. Weijnschen: Please see attached Rent Increase Notice and the invoices for the late fees and RAP charges.

Please make payment ASAP. If we do not receive the payment from you before March 15, 2020, the interest will be added into the balance.

Furthermore, we will seek legal action for the delinquent payment if you ignore this formal notice.

Thank you for your attention.

First LJ of California, LLC

Mary Wang Oskamp--Member

000247

1
2
3
4
5
**60-DAY NOTICE TO
CHANGE THE TERMS OF
YOUR RENTAL AGREEMENT**

6 To: Monique Weijnschenk, Resident(s) and all others in
7 possession of Apt. No. _____, located at (Street Address) 2806 68th AVE
8 in the city of Oakland, CA 94605, California

9 PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days
10 after service upon you of this notice or beginning May 01, 2020, whichever is later, the terms of
11 your rental agreement for the above described property are hereby changed as follows:

12 YOUR MONTHLY RENT shall be increased from \$ 930 per month to \$ 960.55 per month, an
13 increase of \$ 30.55 per month.

14 YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
15 \$ _____.

16 TOTAL AMOUNT DUE and payable by the above stated time period:

17 New Monthly Rent: \$ _____
18 Security Deposit Increase: \$ _____
19 Other: \$ _____
20 Total Due: \$ _____

21 OTHER CHANGES:
22 _____
23 _____
24 _____

25 Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

26 Dated: (Month/Day) February 24, 2020

27 First LJ of California, LLC, OWNER(S)

28 By: [Signature], AGENT



2806 68th St, Oakland, CA 94605
To: Monique Wejnisch

CITY OF OAKLAND



Please sign back this notice
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 2806, 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.

INVOICE

DATE: 02/24/2020

TENANT NAMES: Monique Weijnschenk

ADDRESS: 2806 68th Ave, Oakland, CA 94605

Late fees charges for Delinquent Rent

January 07, 2019

February 06, 2019

March 07, 2019

May 07, 2019

August 06, 2019

September 06, 2019

October 11, 2019

December 06, 2019

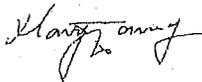
January 10, 2020

February 06, 2019

Total: \$350

PLEASE MAKE PAYMENT TO: First LJ of California, LLC

ADDRESS: 199 CALIFORNIA DR., #200, MILLBRAE, CA 94030



First LJ of California, LLC—MARY WANG OSKAMP

000250

INVOICE

DATE: 02/24/2020

TENANT NAMES: Monique Weijnschenk

ADDRESS: 2806 68th Ave, Oakland, CA 94605

Year 2018 to Year 2020 RAP charges – Delinquent by tenant

Year 2018— \$34

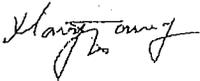
Year 2019—\$34

Year 2020—\$50.50 (Paid \$10)

Total: \$ 108.50

PLEASE MAKE PAYMENT TO: First LJ of California, LLC

ADDRESS: 199 CALIFORNIA DR., #200, MILLBRAE, CA 94030



First LJ of California, LLC—MARY WANG OSKAMP

000251

Date: 12/26/2018

Re: RAP fee (\$68 per unit) for City of Oakland Rent Adjustment Program

From: Mary Wang Oskamp

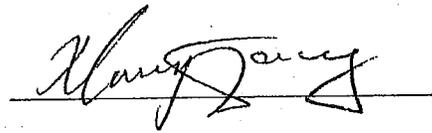
Dear Tenants: Per RAP program, tenants should pay half of fee (\$34) to landlord.

This is annual fee to City of Oakland RAP program.

Please send the payment of \$34 with the signed RAP form together back to Landlord ASAP.

Please call me at (650)291-0218 or call RAP office (510)238-3721 if you have any questions.

Thanks,

A handwritten signature in black ink, appearing to read "Mary Wang Oskamp", written over a horizontal line.

Mary Wang Oskamp

000252

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

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- **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>.
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- 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.

Date: February 17, 2018

From: Mary Wang Oskamp

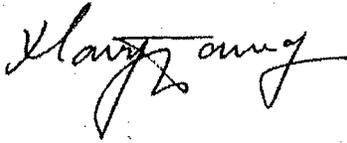
Re: THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

Dear Tenant: Please see the attachment for RAP program from the City of Oakland.

Please review and sign one copy back to me. If you are not government subsidized tenant, you need to pay half of RAP fee for \$34. (Annual fee is \$64 per unit)

Please sign a copy of RAP form and mail with next month payment to the landlord before March 01, 2018 per City of Oakland requirement.

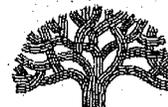
Thanks,

A handwritten signature in cursive script, appearing to read "Mary Wang Oskamp".

Mary Wang Oskamp – 199 California Dr., #200, Millbrae, CA 94030

000254

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

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• 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.

2806 68th Ave, Oakland, CA 94605

12/2/2017

Please sign back with RAP payment of #34, -

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

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- 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 2806, 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 2806 68th Ave, Oakland, CA 94605

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.

60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Weijschenk, Resident(s) and all others in
possession of Apt. No. _____, located at (Street Address) 2806 68th Ave
in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days
after service upon you of this notice or beginning May 01, 20 19, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 900 per month to \$ 950 per month, an
increase of \$ 50 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
\$ _____

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>950</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	<u>\$ <u>950</u></u>

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) March 15, 20 19

Mary Wang, OWNER(S)
By: Mary Wang Oskamp, AGENT



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

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Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [] is [] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 2806, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at _____.

I received a copy of this notice on 3/15/2020 (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.

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30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Wejnischen, Resident(s) and all others in
possession of Apt. No. _____, located at (Street Address) 2806 68th Ave,
in the city of Oakland, California CA94605

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days
after service upon you of this notice or beginning May 01, 20 18, whichever is later, the terms of
your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 875 per month to \$ 900 per month, an
increase of \$ 25 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of
\$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>900.5</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ <u>900.5</u>

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) March 28, 20 18

Almgund, OWNER(S)
By: First LJ of California, LLC AGENT



NOTICE TO TENANTS OF THE RENTAL ADJUSTMENT PROGRAM

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TENANTS' SMOKING POLICY DISCLOSURE

1. Smoking IS NOT permitted in Unit 2806, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 3/28/18 Tenant's Signature: _____

Please sign back

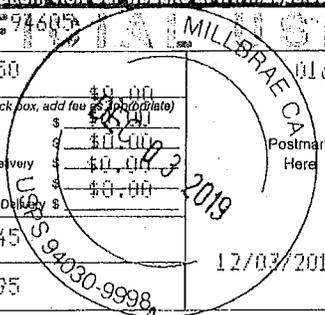
7018 3090 0000 4228 8962

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OAKLAND, CA 94605
MILLBRAE, CA 94568

Certified Mail Fee	\$3.50		
Postage	\$1.45		
Total Postage and Fees	\$4.95		
Extra Services & Fees (check box, add fee as appropriate)			
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00		
<input type="checkbox"/> Return Receipt (electronic)	\$0.00		
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00		
<input type="checkbox"/> Adult Signature Required	\$0.00		
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00		



Sent To *Monique Wejnisch*
 Street and Apt. No., or P.O. Box No. *2806 63th AVE*
 City, State, ZIP+4® *Oakland, CA 94605*

PS Form 3800, April 2015 PSN 7530-02-000-8047 See Reverse for Instructions

RESIDENTIAL LEASE RENTAL AGREEMENT

Date: **December 01, 2019, First LJ of California, LLC** (collectively, "Landlord") and **Monique Weijnschenk** ("Tenant") agree as follows. As used herein, Landlord shall include any other owner of the property in which the Premises is located.

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as:

2806 68th Avenue, Oakland, California 94605 (the "Premises").

B. The Premises are for the sole use as a personal residence by the following named person(s) only:

2. TERM: The term begins on (date) **December 01, 2019** ("Commencement Date"), (Check A or B):

A. Month-to-Month: and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least thirty (30) days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.

B. Lease: and shall terminate on (date) at _____. Tenant shall vacate the Premises upon termination of this Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in Paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

A. Tenant agrees to pay **\$930.00** per month for the term of this Agreement.

B. Rent is payable in advance on the first (1st) day of each calendar month, and is delinquent on the next day.

C. If Commencement Date falls on any day other than the day, then Rent is payable under Paragraph 38, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.

D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or cash, to:

(name) **Mary Wang Oskamp** (phone) **650-291-0218** (address) **199 California Dr., #200, Millbrae, CA 94030**

(or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of **9 A.M.** and **5 P.M.** on the following days **Monday – Friday**. If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three (3) months and (ii) all future Rent shall be paid by money order or cashier's check.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay **\$1,100.00** as a security deposit. The security deposit will be held by the Landlord.

B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or any other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appurtenances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, then Tenant agrees to reinstate the total security deposit within five (5) days after written notice is delivered to Tenant. Within twenty one (21) days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.

C. **Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned.** Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return.

5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to **First LJ of California, LLC** shall be paid by personal check, money order, cashier's check or cash.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from 12/01/2019 to 12/31/2019 (date)	\$930.00	\$0.00	\$930.00	12/01/2019
*Security Deposit	\$1,100.00	\$1,100.00	\$0.00	
Other				
Total	\$2,030.00	\$1,100.00	\$930.00	12/01/2019

* The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two (2) months' Rent for unfurnished premises or three (3) months' Rent for furnished premises.

Tenant's Initials () ()

Landlord's Initials () ()

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine: These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within five (5) calendar days after the date due, or if a check is returned, then Tenant shall pay to Landlord, respectively, an additional sum of \$35 as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under Paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: None. The right to parking is is not included in the Rent charged pursuant to Paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$_____ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

OR B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows: None. The right to separate storage space is, is not, included in the Rent charged pursuant to Paragraph 3. If not included in the Rent, storage space fee shall be an additional \$_____ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

OR B. Except for Tenant's personal property contained entirely within the Premises, no storage is permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: PG&E, telephone, internet and cable.

If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date; failure to place such utilities to Tenant's name within three (3) business days may result in additional charges and a default under this Agreement. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider. Landlord shall provide one (1) thirty two (32) gallon trash bin for Tenant's use, or such successor size as offered by the waste disposal franchisee. If Tenant requires a larger or any addition trash disposal bins, then Tenant shall pay any additional amounts as charged by the waste disposal franchisee.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke and carbon monoxide detector(s). (check all that apply):

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: _____
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition.
- C. (i) Landlord will deliver to Tenant a statement of condition within three (3) days after execution of this Agreement; prior to the Commencement Date; within three (3) days after the Commencement Date.
(ii) Tenant shall complete and return the statement of condition to Landlord within three (3) (or _____) days after delivery. Tenant's failure to return the statement of condition within that time shall conclusively be deemed Tenant's acknowledgement of the condition as stated in the statement of condition.
- D. Tenant will provide Landlord a list of items that are damaged or not in operable condition within three (3) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances, and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide devices and smoke alarms, and keep them and the Premises clean, sanitary and well ventilated. Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide devices and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.
- B. Landlord Tenant shall water the garden, landscaping, trees and shrubs.
- C. Landlord Tenant shall maintain the garden, landscaping, trees and shrubs.
- D. Landlord Tenant shall maintain:
- E. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

Tenant's Initials (_____) (_____)

Landlord's Initials (*RL*) (_____)

Premises: 2806 68th Avenue, Oakland, California 94605

Date: 12/01/2019

12. **NEIGHBORHOOD CONDITIONS:** Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
13. **PETS:** Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises. **No pets are allowed.**
14. (If checked) **NO SMOKING:** No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas: (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.
15. **RULES/REGULATIONS:**
- A. Tenant shall comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
1. Landlord shall provide Tenant with a copy of the rules and regulations within _____ days or _____.
- OR 2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.
16. (If checked) **CONDOMINIUM; PLANNED UNIT DEVELOPMENT:** Not applicable.
17. **ALTERATIONS; REPAIRS:** Unless otherwise specified by law or Paragraph 29C, without Landlord's prior written consent: (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
18. **KEYS; LOCKS:**
- A. Tenant acknowledges receipt of (or Tenant will receive prior to the Commencement Date):
- | | |
|--|---|
| <input checked="" type="checkbox"/> <u>2</u> key(s) to Premises, | <input type="checkbox"/> _____ remote control device(s) for garage door/gate opener(s), |
| <input checked="" type="checkbox"/> <u>2</u> key to mailbox, | <input type="checkbox"/> _____ |
| <input checked="" type="checkbox"/> <u>2</u> key(s) to common area(s), | <input type="checkbox"/> _____ |
- B. Tenant acknowledges that locks to the Premises have, have not, been re-keyed.
- C. If Tenant re-keys existing locks or opening devices, Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges related to loss of any keys or opening devices. Tenant may not remove locks, even if installed by Tenant.
19. **ENTRY:**
- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors. Without limiting the generality of the foregoing, Tenant consents to Landlord entering the Premises once every three (3) months for inspection purposes.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice; (2) if Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers; (3) no written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one (1) week of the oral agreement; and (4) no notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C. (If checked) Tenant authorizes the use of a keysafe/lockbox to allow entry into the Premises and agrees to sign a keysafe/lockbox addendum.
20. **SIGNS:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. **ASSIGNMENT; SUBLETTING:** Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials () ()

Landlord's Initials () ()

Premises: 2806 68th Avenue, Unit #7, Oakland, California 94605

Date: 12/01/2019

22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
23. **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
24. **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
25. **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
26. **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an internet website maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Landlord is not required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
28. **POSSESSION:**
- A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within five (5) (or) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
- B. Tenant is already in possession of the Premises.
29. **TENANTS OBLIGATIONS UPON VACATING PREMISES:**
- A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in Paragraph 29C, to Landlord in the same condition as referenced in Paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) _____
- B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
- C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy, or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible, (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. This Paragraph 29C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1161(2), (3) or (4).
30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by Paragraph 29, in the event of termination by Tenant prior to completion of the original term of this Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that render Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a thirty (30)-day period. If the Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.

Tenant's Initials () ()

Landlord's Initials () ()

Premises: 2806 68th Avenue, Oakland, California 94605

Date: 12/01/2019

- 33. **INSURANCE:** Tenant is required to carry Tenant's own insurance (renter's insurance) to protect Tenant and Tenant's property from any such loss or damage. Tenant's or guest's personal property and vehicles are not insured by Landlord or manager against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Further, Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 36. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:

Manager:
Mary Wang Oskamp
199 California Drive, Suite 200
Millbrae, California 94030

Tenant:
Monique Weijnschenk
2806 68th Avenue,
Oakland, California 94605

- 37. **TENANT ESTOPPEL CERTIFICATE:** Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within three (3) days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.
- 38. **REPRESENTATION:**
 - A. **TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and any brokers or representatives to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.
 - B. **LANDLORD REPRESENTATIONS:** Landlord warrants, that unless otherwise specified in writing, Landlord is unaware of: (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.
- 39. **MEDIATION:**
 - A. Consistent with Paragraphs 39B and 39C, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved.
 - B. The following matters are excluded from mediation: (i) any unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
 - C. Landlord and Tenant agree to mediate disputes or claims involving any property manager or broker, provided broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such broker. Any election by broker to participate in mediation shall not result in broker being deemed a party to this Agreement.
- 40. **ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, each shall be responsible for and pay all of its own attorneys' fees and costs.
- 41. **C.A.R. FORM:** C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.
- 42. **OTHER TERMS AND CONDITIONS; SUPPLEMENTS:** Interpreter/Translator Agreement (C.A.R. Form ITA);
 Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);
 Addendum No. 1; Lease/Rental Mold and Ventilation Addendum; Community Rules Addendum;
 Crime Free Addendum; Parking Policies Addendum; Bed Bug Addendum
The following ATTACHED supplements are incorporated in this Agreement: _____

43. **TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES:** Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

Tenant's Initials () ()

Landlord's Initials () ()

Premises: 2806 68th Avenue, Oakland, California 94605

Date: 12/01/2019

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) _____

is the agent of (check one): the Landlord exclusively; or both the Landlord and Tenant.

Leasing Agent: (Print firm name) _____

(If not same as Listing Agent) is the agent of (check one): the Tenant exclusively; or the Landlord exclusively; or both the Tenant and Landlord.

B. DISCLOSURE: (If checked): The term of this lease exceeds one (1) year. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45. TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

46. INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: _____ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

47. FOREIGN LANGUAGE NEGOTIATION: If this Agreement has been negotiated by Landlord and Tenant primarily in Spanish, Chinese, Tagalog, Korean or Vietnamese, pursuant to the California Civil Code, then Tenant shall be provided a translation of this Agreement in the language used for the negotiation.

48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Landlord agrees to pay compensation to broker as specified in a separate written agreement between Landlord and broker (C.A.R. Form LCA).

49. RECEIPT: if specified in Paragraph 5, Landlord or broker, acknowledges receipt of move-in funds. Landlord and Tenant acknowledge and agree brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; and (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, if brokers are not also acting as Landlord in this Agreement, then brokers do not decide what rental rate a Tenant should pay or Landlord should accept nor do brokers decide upon the length or other terms of tenancy. Landlord and Tenant agree that they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant agrees to rent the Premises on the above terms and conditions.

Signature of Tenant: Monique Weijnschenk Date: _____

Address _____

Telephone: _____ CDL: _____ Fax: _____ E-mail: _____

Tenant _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent and all other sums that become due pursuant to this Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) _____

Guarantor _____ Date _____

Address _____ City _____ State _____ Zip _____

Telephone _____ Fax _____ E-mail _____

Landlord agrees to rent the Premises on the above terms and conditions.

Signature of Landlord: Mary Wang 12/01/2019 Landlord: _____
First LJ of California, LLE
Member, Mary Wang Oskamp

Address: 199 California Dr., #200, Millbrae, CA 94030

Telephone: (650) 291-0218 Fax _____ E-mail: marywangoskamp@aol.com; pitauber@yahoo.com

ADDENDUM No. 1

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease Rental Agreement, dated December 01, 2019, on property known as in 2806 68th Avenue, Oakland, California 94605 which Monique Weijnschenk is referred to as ("Tenant") and First LJ of California, LLC and any other owner of the property are referred to collectively as ("Landlord").

1. **Occupants.**

The only occupants of the Premises are as follows. Any other persons staying more than three (3) nights in any month are not authorized and will subject Tenant and such other persons to termination the lease Agreement and eviction.

A. **Monique Weijnschenk only.**

2. **Repairs and Maintenance.**

A. Tenant shall promptly repair, at Tenant's expense, any broken glass in doors or windows.

B. Tenant shall keep the Premises clean and neat. Tenant shall not dump any trash or litter anywhere on or about the property. Tenant acknowledges that unclean Premises, trash and litter attract pests and vermin, which affects all of the residents. Therefore, any failure to keep the Premises neat and tidy may result in a fine and/or eviction.

C. Tenant shall not pile trash or large objects in front of trash bins as the trash companies will not pick up trash if they cannot access the bins.

D. Tenant is required to comply with all recycling and similar rules and regulations.

E. Tenant shall not place baby wipes, feminine products, toys, food, grease or anything else except for toilet paper down the toilet. It clogs the pipes and creates problems for everyone. If there is any hair or other items in the sink or shower, Tenant shall remove it instead of trying to wash it down the drain. If a pipe is clogged and the plumber pulls out any of the above items, then Tenant will be charged for the plumbing bill.

F. Tenant is responsible for relieving all blockage or stoppage of drains and pipes at Tenant's expense unless resulting from a condition existing at the time Tenant moved in. Without limiting the foregoing, Tenant is responsible for all clogged or blocked sinks and toilets.

G. Tenant shall not drive any nails or screws into walls and shall not paint anything without the prior written consent of Landlord.

H. Landlord is not obligated to provide window and/or door screens. If there are any presently installed, then Landlord has no obligation to maintain or replace them. However, any damage to any blinds, window coverings, screens, screen doors, doors, and closet doors are the responsibility of Tenant and Tenant will be charged for any damage to any of the above items.

I. Tenant is responsible for replacing all non-functioning lightbulbs in the Premises.

J. Tenant is responsible for replacing the batteries on all smoke detectors and carbon monoxide detectors. Neither Tenant nor anyone occupying any unit shall disable any smoke detectors or any carbon dioxide detectors. Tenant shall be liable to others including, without limitation, Landlord for any loss, damage and fines from fire, smoke and water if that condition arises from damaging or disabling any smoke detector or carbon dioxide detector or from Tenant's failure to replace a dead or low battery or report any malfunctioning smoke detector or carbon dioxide detector to Landlord.

K. Tenant shall not change any locks in Tenant's unit. If Tenant loses any keys, Tenant shall contact Landlord and Landlord will have the unit rekeyed at Tenant's expense. If Tenant changes the locks, Landlord will have them rekeyed and the charge will be in excess of \$175. Tenant shall not add any locks or latches to any doors or windows without the prior written consent of Landlord.

L. Tenant shall treat the Premises and the property with respect. Landlord will not tolerate any broken windows, kicked in doors, or punched walls. Without limiting Landlord's other rights and remedies, Landlord shall have the right to evict Tenant and/or charge Tenant for the damage.

3. **Pets.**

Pets are not permitted. If there is, or ever was, a pet in your unit, then Landlord will have the unit treated for fleas. Landlord will do this whether Tenant thinks there are fleas present or not. The actual cost will be deducted from Tenant's security deposit along with the carpet cleaning cost.

4. **Guests.**

Tenant is responsible for the conduct of all guests on the property and shall ensure that all guests comply with all community rules and all applicable laws and regulations.

5. **Three Day Notice to Pay Rent or Quit.**

There will be a \$30 charge to Tenant for issuing each THREE DAY NOTICE TO PAY RENT OR QUIT if Landlord has not receive any Rent on or before the fifth (5th) calendar day of the month. Without limiting any of Landlord's other rights and remedies, two (2) or more late payments of Rent in any twelve (12) month period shall be good cause for eviction.

6. **Water Conservation.**

The Bay Area, and California generally, are currently experiencing severe drought conditions. Accordingly, Tenant shall use all reasonable efforts to minimize water usage and conserve water.

7. Release.

Unless Tenant is otherwise entitled to terminate this Agreement, Tenant shall not be released from this Agreement for any reason including, without limitation, voluntary or involuntary school withdrawal or transfer, voluntary or involuntary job transfer, marriage, separation, divorce, reconciliation, loss of co-residents, loss of employment bad health or death.

8. Obligations and Responsibilities Regarding Termination of Lease.

A. Please leave all utilities on through the end of the lease term even if Tenant moves out sooner. Most leases end on the last day of a month, so Tenant shall schedule the utilities to go off on the first day of the following month. Otherwise, Landlord will have the service reinstated and Tenant will be charged for any applicable fees. The cost of the fees will far surpass any savings Tenant may realize by turning utilities off early.

B. Landlord will have Tenant's carpet professionally cleaned upon Tenant's move-out and the actual cost will be deducted from Tenant's security deposit. Tenant should not clean the carpets on its own or hire anyone else to do so; Landlord will handle it.

C. Tenant is advised to consider hiring a cleaning service if prior to vacating if Tenant is not sure that Tenant will be able to return the unit to Landlord in a good and "deep clean" condition. Landlord shall charge a minimum \$100 services coordination fee, and \$100 per trip for re-inspections, meetings with vendors at the property on top of the actual costs of cleaning and repairs if Tenant leaves unfinished cleaning and trash hauling.

D. Tenant shall NOT fill small holes in any walls with spackle. Instead, Tenant shall leave them and Landlord will handle it. The next residents will often hang pictures in the same place anyway. Landlord has had to completely repaint interiors that were otherwise in good shape after tenants created white polka dots throughout the entire house by filling numerous small holes with spackle. If Tenant has caused excessive wear and tear to the walls such that they will need to be touched up or prematurely repainted, then Tenant is directed to contact Landlord before attempting to repaint any portion of the Premises.

E. Tenant must remove all trash and belongings with prior to vacating the unit. Tenant shall empty all trash cans. Tenant shall not leave any trash in the parking area or at the curb. If you do, Landlord will hire a hauling company to remove it and Tenant will be charged for the cleanup. There will be a minimum \$100.00 hauling charge to remove any trash or items that Tenant leaves behind.

F. All keys and gate openers must be returned to the Landlord by 12 PM on Tenant's move-out date. Returning the keys and gate openers constitutes the formal act of "surrendering possession" back to Landlord. Tenant will be charged for cost of new locks and keys that are not returned.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this Addendum No. 1.

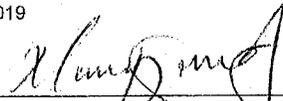
Date:

Date: 12/01/2019

Tenant _____

Monique Weijnschenk

Landlord _____


First LJ of California, LLC

Tenant _____

Landlord _____

**LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS
DISCLOSURE, ACKNOWLEDGMENT AND ADDENDUM
For Pre-1978 Housing Sales, Leases, or Rentals**

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease Rental Agreement, dated 12/01/2019, on property known as 2806 68th Avenue, Oakland, California 94605 which Monique Weijnschenk is referred to as ("Tenant") and First LJ of California, LLC and any other owner of the property are referred to collectively as ("Landlord").

LEAD WARNING STATEMENT (LEASE OR RENTAL): Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive federally approved pamphlet on lead poisoning prevention.

EPA'S LEAD-BASED PAINT RENOVATION, REPAIR AND PAINTING RULE: The new rule requires that contractors and maintenance professionals working in pre-1978 housing, child care facilities, and schools with lead-based paint be certified; that their employees be trained; and that they follow protective work practice standards. The rule applies to renovation, repair, or painting activities affecting more than six square feet of lead-based paint in a room or more than 20 square feet of lead-based paint on the exterior. Enforcement of the rule begins October 1, 2010. See the EPA website at www.epa.gov/lead for more information.

1. LANDLORD'S DISCLOSURE

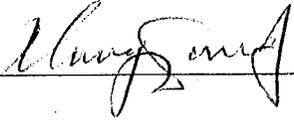
I (we) have no knowledge of lead-based paint and/or lead-based paint hazards in the housing other than the following:

I (we) have no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing other than the following, which, previously or as an attachment to this addendum, have been provided to Tenant:

I (we), previously or as an attachment to this addendum, have provided Tenant with the pamphlet "Protect Your Family From Lead In Your Home" or an equivalent pamphlet approved for use in the State such as "The Homeowner's Guide to Environmental Hazards and Earthquake Safety."

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Landlord



Date

12/01/2019

Landlord

Date

Property Address: 2806 68th Avenue, Oakland, California 94605

Date: 12/01/2019

2. TENANT'S ACKNOWLEDGMENT

I (we) have received copies of all information listed, if any, in 1 above and the pamphlet "*Protect Your Family From Lead In Your Home*" or an equivalent pamphlet approved for use in the State such as "*The Homeowner's Guide to Environmental Hazards and Earthquake Safety*."

I (we) have reviewed the information above and certify, to the best of my (our) knowledge, that the information provided is true and correct.

Tenant

Date

Tenant

Date

LEASE/RENTAL MOLD AND VENTILATION ADDENDUM

The following terms and conditions are hereby incorporated in and made a part of the Residential Lease Rental Agreement, dated 12/01/2019, on property known as 2804 68th Avenue, Oakland, California 94605 which Monique Weijnschenk is referred to as ("Tenant") and First LJ of California, LLC and any other owner of the property are referred to collectively as ("Landlord").

MOLD AND VENTILATION NOTIFICATION AND AGREEMENT: Except as may be noted at the time of Tenant's move in inspection, Tenant agrees that the Premises is being delivered free of known damp or wet building materials ("mold") or mildew contamination. (If checked, the Premises was previously treated for elevated levels of mold that were detected.) Tenant acknowledges and agrees that (i) mold can grow if the Premises is not properly maintained; (ii) moisture may accumulate inside the Premises if it is not regularly aired out, especially in coastal communities; (iii) if moisture is allowed to accumulate, it can lead to the growth of mold; and (iv) mold may grow even in a small amount of moisture. Tenant further acknowledges and agrees that Tenant has a responsibility to maintain the Premises in order to inhibit mold growth and that Tenant's agreement to do so is part of Tenant's material consideration in Landlord's agreement to rent the Premises to Tenant. Accordingly, Tenant agrees to:

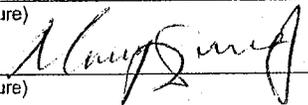
1. Maintain the Premises free of dirt, debris and moisture that can harbor mold;
2. Clean any mildew or mold that appears with an appropriate cleaner designed to kill mold;
3. Clean and dry any visible moisture on windows, walls and other surfaces, including personal property as quickly as possible;
4. Use reasonable care to close all windows and other openings in the Premises to prevent water from entering the Premises;
5. Use exhaust fans, if any, in the bathroom(s) and kitchen while using those facilities and notify Landlord of any inoperative exhaust fans;
6. Immediately notify Landlord of any water intrusion, including but not limited to, roof or plumbing leaks, drips or "sweating pipes";
7. Immediately notify Landlord of overflows from bathroom, kitchen or laundry facilities;
8. Immediately notify Landlord of any significant mold growth on surfaces in the Premises;
9. Allow Landlord, with appropriate notice, to enter the Premises to make inspections regarding mold and ventilation; and
10. Release, indemnify, hold harmless and forever discharge Landlord and Landlord's employees, agents, representatives, successors and assigns from any and all claims, liabilities or causes of action of any kind that Tenant, members of Tenant's household or Tenant's guests or invitees may have at any time against Landlord or Landlord's agents resulting from the presence of mold due to Tenant's failure to comply with this Lease/Rental Mold and Ventilation Addendum.

Tenant _____
(Signature)

Date 12/02/2019

Tenant _____
(Signature)

Date _____

Landlord 
(Signature)

Date: 12/01/2019

Landlord _____
(Signature)

Date:

COMMUNITY RULES ADDENDUM

2800, 2802, 2804, 2806 68th Avenue, Oakland, California 94605

Any violation of these Community Rules on the property is considered non-compliance and may lead to termination of tenancy and eviction.

Criminal Activity: Any criminal or drug activity committed by any member of the household on or about the property is prohibited. Offenders will be subjected to termination of assistance, tenancy or both as allowed by state and local law.

- 1) Any misdemeanor crime against personal property or crime against a person.
- 2) Any violent criminal activity.
- 3) Any drug related activity or possession of drug related paraphernalia.
- 4) Possession of an unregistered firearm, possession of an illegal weapon, or reckless use of a weapon.
- 5) Any prostitution activity.
- 6) Other criminal activity that would threaten the health, safety, or right to peaceful enjoyment of the premises by other residents, the Landlord or any employee, contractor, subcontractor of the Landlord.
- 7) Any sex related crime or placement on a sex offender registry.

Disturbances: The Tenant agrees not to make or permit noises, loud voices, acts, odors or other nuisances that will disturb the rights or comfort of neighbors. The Tenant agrees to keep the volume of any radio, CD player, stereo, television, gaming devices, and musical instrument at a level that will not disturb the neighbors. Tenant shall not to permit their guests, visitors, or children to disturb any of the neighbors.

Quiet Hours: The time period between 9:00 P.M. to 8:00 A.M. is considered quiet hours at the property.

Entrances: No outside doors are to be propped open under any circumstances to allow any tenants, visitors, aides or any other persons entry without use of a key or the intercom system.

Entryways/Obstructions: The sidewalks, entries, halls, and stairways will not be blocked or used for any purpose other than entering or exiting the units. No recreational equipment or any personal items will be permitted to be placed or kept in the hallways or stairways.

Exterior Common Areas: Please do not ride or operate a bicycle, skateboard or scooter on sidewalks throughout the property at any time. For your safety, we recommend that you do not ride or operate a bicycle, skateboard or scooter on the driveway or within the parking lots.

Fireworks: For your safety and the safety of others, you may not possess, store or use any type of fireworks on or near the property. This includes, but is not limited to, sparklers, roman candles, bottle rockets, smoke bombs, firecrackers, or any similar devices.

Games: Baseball, darts, archery sets, BB guns, airsoft guns, and anything that fires a projectile of any kind are not permitted on the property and are considered dangerous weapons.

No Alcoholic Beverages: The consumption of alcoholic beverages is not permitted in any common area of the property including, but not limited to, the grounds, parking lot, driveway and laundry room.

No Smoking: This is a smoke-free environment. You may not smoke, or allow household members or visitors to smoke in your unit, any exterior or interior common area of the property, or within 20 feet of any

entrance or window to the common area or any another unit.

Safety and Security: Safety and security is the responsibility of each resident and guest. We assume no responsibility, unless otherwise provides by law, for your safety and security or that of your guests, or for injury or damage caused by the criminal acts of other persons.

Soliciting: Door-to-door soliciting is not permitted within the property.

Trespassing or Loitering: Trespassing or loitering will not be permitted on the property at any time. Loitering includes, but is not limited to, blocking stairways and/or entrances to units and/or the exterior or interior of the building, parking lot, rooftop, and common areas. *California Loitering Law, Penal Code Section 552 - 555.2.*

Banned individuals from the property: We reserve the right to ban any individual from the property and/or entering any building. Tenants are strictly forbidden from allowing any of these individuals onto the property or into any building. Any Tenant who allows any banned individuals onto the property, into any building or into their unit may be subject to eviction action as allowed by applicable law.

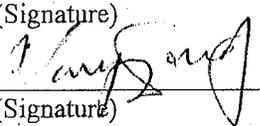
Uses of Premises: Tenant shall occupy and use the premises as a private residence and for no other purpose. Tenant shall not carry on any trade, profession, business, school course of instruction, or entertainment on the premises without written permission of Management. This includes but is not limited to keeping roomers, lodgers, or boarders, operating a day care center, consulting or examining clients or patients; selling, reselling, or trading goods; grooming or training animals, providing meals, teaching an instrument, vocal music, dramatics, or dancing; and performing or speaking for audiences.

Tenant: _____
Monique Weijnschenk

Date: 12/02/2019

Tenant: _____
(Signature)

Date: _____

Landlord: _____
(Signature) 

Date: 12/01/2019

Landlord: _____
(Signature)

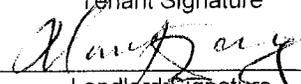
Date:

CRIME-FREE LEASE ADDENDUM

CRIME FREE MULTI-HOUSING PROGRAM -- 2804 68th Avenue, Oakland, California 94605

In consideration of the execution or renewal of a lease of the Premises, Landlord and Tenant agree as follows:

1. Tenant, any member of the Tenant's household or any guest or other person under the Tenant's control shall not engage in criminal activity, including drug-related criminal activity, on or anywhere near the Premises. "Drug-related criminal activity" means the illegal manufacture, sale, distribution, use, or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substance Act, 21 U.S.C. 802).
2. Tenant, any member of the Tenant's household or any guest or other person under the Tenant's control shall not engage in any act intended to facilitate criminal activity, including any drug-related criminal activity, on or anywhere near the Premises.
3. Tenant and each member of the Tenant's household will not permit the unit to be used for, or to facilitate any criminal activity, including drug-related criminal activity, regardless of whether the person engaging in such activity is a member of the household or any guest.
4. The Tenant, any member of the Tenant's household or any guest, or other person under the Tenant's control shall not engage in any unlawful manufacturing, selling, using, storing, keeping, or giving of any controlled substance as defined in Health & Safety Code §11350, et seq., at any locations, whether on or near the Premises or otherwise.
5. The Tenant, any member of the Tenant's household, or any guest or other person under the Tenant's control shall not engage in any illegal activity including: (a) prostitution, as defined in Penal Code §647(b); (b) criminal street gang activity, as defined in Penal Code §186.20 et seq.; (c) criminal threats, as prohibited in Penal Code §422; (d) assault and battery, as prohibited in Penal Code §240; (e) burglary, as prohibited in Penal Code §459; (f) any unlawful use and discharge of firearms, as prohibited in Penal Code §245; (g) sexual offenses, as prohibited in Penal Code §269 and 288, or (g) any other breach of the lease Agreement that otherwise jeopardizes the health, safety and welfare of the Landlord, its agents, representatives, employees, contractors or any other tenant or involving imminent or actual serious property damage.
6. VIOLATION OF ANY PROVISION OF THIS ADDENDUM SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AGREEMENT AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY. A single violation of any of the provisions of this Addendum shall be deemed a serious violation and a material and irreparable non-compliance. It is understood that a single violation shall be good cause for termination of the lease Agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.
7. Except to the limited extent provided by applicable law, Landlord is not liable to Tenant, any guests or occupants for any injury, damage or loss to person or property caused by any criminal conduct including, without limitation, theft, burglary, assault, vandalism or any other crimes.
8. In case of conflict between the provisions of this Addendum and any other provisions of the lease Agreement, the provisions of this Addendum shall govern.

_____	12/01/2019
Tenant Signature	Date
_____	_____
Tenant Signature	Date
	Date 12/01/2019
_____	_____
Landlord Signature	Date
_____	_____
Landlord Signature	Date

BED BUG ADDENDUM

1. Information about Bed Bugs.

A. Bed bug Appearance: Bed bugs have six legs. Adult bed bugs have flat bodies about 1/4 of an inch in length. Their color can vary from red and brown to copper colored. Young bed bugs are very small. Their bodies are about 1/16 of an inch in length. They have almost no color. When a bed bug feeds, its body swells, may lengthen, and becomes bright red, sometimes making it appear to be a different insect. Bed bugs do not fly. They can either crawl or be carried from place to place on objects, people, or animals. Bed bugs can be hard to find and identify because they are tiny and try to stay hidden.

B. Life Cycle and Reproduction: An average bed bug lives for about 10 months. Female bed bugs lay one to five eggs per day. Bed bugs grow to full adulthood in about 21 days.

C. Survival: Bed bugs can survive for months without feeding.

D. Bed Bug Bites: Because bed bugs usually feed at night, most people are bitten in their sleep and do not realize they were bitten. A person's reaction to insect bites is an immune response and so varies from person to person. Sometimes the red welts caused by the bites will not be noticed until many days after a person was bitten, if at all.

E. Common signs and symptoms of a possible bed bug infestation:

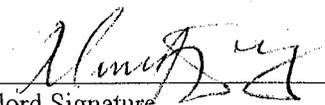
- Small red to reddish brown fecal spots on mattresses, box springs, bed frames, mattresses, linens, upholstery, or walls.
- Molted bed bug skins, white, sticky eggs, or empty eggshells.
- Very heavily infested areas may have a characteristically sweet odor.
- Red, itchy bite marks, especially on the legs, arms, and other body parts exposed while sleeping. However, some people do not show bed bug lesions on their bodies even though bed bugs may have fed on them.

2. More Information: For more information, see the Internet Web sites of the United States Environmental Protection Agency and the National Pest Management Association.

Tenant Signature

Dated: 12/02/2019

Tenant Signature



Landlord Signature

Dated: 12/01/2019

Landlord Signature

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...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [X] is [] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 2806, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 2806 15th Ave, Redwood

I received a copy of this notice on (Date) (Tenant's signature) CA 94605

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.

To: City of Oakland Rent Adjustment Program

From: First LJ of California, LLC - Mary Wang Oskamp

Date: November 26, 2019

Case # T19-0270

RAP office: Elan Lambert

C.C.: Barbara Kong-Brown

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
2019 NOV 26 PM 1:39

To Whom it may concern: I, Mary Wang Oskamp, represent First LJ of California LLC was in settlement conference with Tenant, Monique Weijnschenk plus her partner in RAP office. During the conference, I strongly felt I was mistreated with discrimination. Perhaps I am not native English speaking person or just simply because I am landlord. The examples of facts as below:

A. RAP form - I answered that I sent out RAP form every end of year to all tenants (about 70 tenants). Plus attached with Rent increase notice. Weijnschenk admitted she received RAP form but she did not sign back. However, Ms Lambert insisted I did not send out the RAP if I can not provide receipt of certified mail as the evidence of the proof of mailing.

B. Ms Lambert wanted to reschedule next meeting this afternoon. I explained that I needed to flight to San Diego for family reunion for Thanksgiving today. Ms. Lambert requested me to prove of my flight schedule. I showed her my United Airline reservation from my phone, but she did not accept the information and asked for receipt. I further explained that my husband purchased the tickets for family not me, then, Ms. Lambert requested my husband to appear at afternoon to show

000278

2019 NOV 28 PM 4:40

receipt of air ticket (My husband is working at 67 and impossible to be called just show the receipt) The UA app was clearly showing my flight schedule already.

C. When tenant expressed they only have time by next Monday, Ms. Lambert re-scheduled the meeting to meet tenant's availability. However it indicated December 2nd, next Monday, it had scheduled for city inspection and Insurance inspection for another property which had fire incident on 11/20/2019. It is very important for all parties including tenant. But Ms Lambert insisted to stay with December 2 without consider my situation.

D. During the period of conference, it was treated unfairly, by different attitude. Ms Lambert was very aggressive to me. It was very clearly that she treated tenant and landlord with different attitudes. That let me feel scare and helpless. And it dare not to see her again.

The next conference was set by Ms. Lambert on December 2 at 3:00 PM. I sincerely request the hearing schedule to be removed. But reset continuance hearing between 12/3 - 12/11 or after January 5, 2020. (I had scheduled back to Taiwan to visit my 96 years old mother between 12/12/2019 - 01/04/2020. However, please rearrange different hearing officer for this case. **000279** it

deeply believe that it will not be treated
fairly from some officers, Ms. Lambert.

it greatly appreciate your kindness and time
to consider my request. Again, Thank you
so, very much.

Mary Wang

Mary Wang Oskamp
(650) 291-0218

MARYWAN@OSKAMP@AOL.COM.

C. C. Chanée Minor

Barbara Kong-Brown

RECEIVED
CITY OF OAKLAND
HUMAN ARBITRATION PROGRAM
2019 NOV 26 PM 1:40



Housing and Community Development Department Rent
Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

HEARING DECISION

CASE NUMBER: T19-0270

CASE NAME: Weijnschenk v. LJ California

PROPERTY ADDRESS: 2806 68th Avenue,
Oakland, CA

DATE OF HEARING: June 10, 2020

DATE OF DECISION: 11/20/2020

APPEARANCES: Monique Weijnschenk, Tenant
Mary Oscamp, Owner
Paul Tauber, Owner's Attorney

SUMMARY OF DECISION

The tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0270, on April 26, 2019, which contests rent increases from \$875.00 to \$900.00, effective May 2018, and from \$900.00 to \$950.00, effective May 2019, on the following grounds:

- The CPI¹ was calculated incorrectly; and
- The increase exceeds the CPI Adjustment and is greater than 10%.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

¹ Consume Price Index

The owner filed an Owner Response on August 16, 2019. The response indicated the contested rent increase was justified by banking and increased housing service cost and alleges the tenant was provided a RAP Notice in June 2015. Attached to the Owner's Response was documentation indicating the tenant was also being charged for an increase in the trash service fee, property tax, pest control, and for having a spouse.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?
2. Are the rent increases valid?
3. What is the allowable rent?
4. Has the tenant suffered decreased housing services?
5. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

EVIDENCE

The tenant rented the subject unit in August 2014 at an initial rent of \$800.00 per month. At the inception of her tenancy, Ms. Oscamp, the current owner, did not own the subject unit. The tenant testified that the owner did not provide her with a RAP Notice at the inception of her tenancy and that her rent is due on the 5th of each month. The tenant testified that she first received the rap notice on February 24, 2020, from the current owner. The tenant testified that her rent was increased from \$800 to \$825, effective on April 5, 2015. She paid \$825.00 per month until her rent was increased to \$850.00, effective April 5, 2016.

Her rent was subsequently increased to \$875.00, effective April 5, 2017. She received notification that effective May 1, 2018, her rent would increase to \$900.00. She also indicated that she always paid her on the 5th because the original lease was on the 5th and she got paid on the 5th. She advised Mary of that as far back as 2015. However, the owner changed the due date from the 5th to the 1st without the tenant's agreement.

The tenant indicated that her rent was also increased by \$25 for having a wife and a domestic partner. Thereafter, her rent was increased to \$950.00, effective May 2019. The tenant testified that she was legally withholding a portion of her rent and is paying \$930.00², which represents the current increase allowed at 3.4%.

The tenant indicated that she received no documentation from the owner that the RAP fee had been paid in full for each unit, on time, each year. However, the fee was passed through to her.

Shared Utilities

The tenant also indicated that she's has paid shared utilities. The owner charged the tenant for water, pest control, and property taxes. When the tenant questioned the rent increase, the owner sent her a text message indicating the increase was broken down as follows:

Oakland rent increase rate of 3.4% equals \$30.40;
Trash fee rate increase \$2 per month;
Water rate increase \$8 per month;
Pest control \$95 divided by 8 equals \$11.88; and
Property tax increase of \$10.56 per unit per month.

The owner also indicated that she calculated that as \$50 per month lower than the actual costs in the text message.

The tenant testified that she does not have her own trash bill. She also testified that she now has her own water meter, but that the water bill is not in her name, and her 2014 lease did not require she be responsible for paying for the water.

The tenant stated that the only unit with an infestation was unit 2800A, but that the owner she required everyone to pay for the pest control services and divided the total cost by 8.

The owner testified that each unit does not have a separate account for trash; she also testified that some units have separate water meters, and some do not. The owner acknowledged that previously the subject unit shared a water meter with

² The tenant testified that she will continue to pay \$930.00 per month, until the decision is final. The decision is final 25 days after the decision is issued.

another unit and that the lease executed by the tenant in 2014 does not require her to pay for water.

The owner testified that she is a professional in charge of over 70 units and that she sent a RAP Notice to every unit. She testified that she sent the tenant herein a RAP Notice by Certified on December 3, 2019.³

The owner testified that the subject property has eight units. The owner testified that she acquired the building in 2014. The owner further testified that the subject property was legally only seven units, and one of the units was so large, so she divided it into two separate units. The owner testified that she was told that she needed only to pay the fee for seven units. The owner paid \$707, in RAP fees, for her eight units at the subject property. The owner testified that because one unit was separated into two separate units, she did not have to pay the fee for both units. Her testimony was that the tenants that live in those units each have their own kitchen and bathroom and have separate leases.⁴

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

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

The tenant's testimony that she was not given a copy of the RAP Notice when she signed the lease is undisputed. Moreover, the tenant's testimony that she first received the RAP Notice on February 24, 2020, is credited and supported by the owner's testimony and Exhibit A, which indicated that the owner served the tenant in person on February 24, 2020. Likewise, the tenant's testimony that additional

³ Exhibit A. Exhibit A was admitted over the tenant's objection. The tenant objected to the document as fraudulent and indicated that none of the RAP Notices that were part of Exhibit A were not given to her before 2020, and that all the documents she received were one sided. The tenant's objection was overruled, however, the pages alleged as fraudulent will not be relied on herein.

⁴ The owner's testimony indicates that her RAP fees are not paid in full and thus she was not entitled to fully participate in the above-referenced hearing. However, that was only determined after her testimony. On this basis, the owner was not entitled to introduce evidence on her behalf.

⁵ O.M.C. § 8.22.060(A)

⁶ O.M.C. § 8.22.070(H)(1)(A)

pages were improperly added to Exhibit A is credited. Accordingly, the tenant was first given written notice of the RAP Program on February 24, 2020.

Where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments for a maximum of 3 years.⁷ Since the evidence established that the tenant did not receive the RAP notice before the petition was filed, the tenant is entitled to restitution for up to three years.⁸

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy⁹ and together with any notice of rent increase or change in any term of the tenancy.¹⁰ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹¹

The owner did not serve the Tenant a RAP Notice either at the inception of their tenancy or with the Notices of Rent Increase prior to February 2020. Therefore, all the rent increases before February 2020 are invalid. Accordingly, the allowable rent for the subject unit is \$800.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹² and may be corrected by a rent adjustment.¹³ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

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⁷ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

⁸ By Board decision, restitution for rent overpayments is limited to a period of three years. Therefore, the time period that will be considered for restitutions is from April 2016 through December 2020.

⁹ O.M.C. Section 8.22.060(A)

¹⁰ O.M.C. Section 8.22.070(H)(1)(A)

¹¹ O.M.C. Section 8.22.060(C)

¹² O.M.C. § 8.22.070(F)

¹³ O.M.C. § 8.22.110(E)

There is also a time limit for claiming decreased housing services. Where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.

Shared Utilities

Regulation 10.1.10 of the Rent Adjustment Ordinance states:

When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the cost of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and PG&E Rule 18. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

California Government Code 54999.1 defines garbage collection as a utility to allow cities to collect capital improvement fees from its citizenry for improvements made by the utility. Garbage collection is also a utility under the Rent Ordinance. Since the regulation clearly refers to *any type of utility bill* and not just those regulated by the PUC, water and garbage bills cannot be split.

Therefore, payments made by the tenant towards the utility bills were violations of the Rent Ordinance. Owner's Exhibit A confirms that the tenant was impermissibly charged for garbage, water, pest control, and property taxes. According to the testimony, these payments were incorporated into the total amount of rent paid. As such, the restitution for overpayment of rent includes the restitution for payment of the shared utilities.

What, if any, restitution is owed to the tenant, and how does that impact the rent?

The legal rent for the unit is \$800.00 per month. The testimony of the tenant establishes the following payments of rent:

April 2016: \$850.00;
April 2017: \$875.00;
May 2018: \$900.00; and
May 2019: \$930.00.

As indicated above, the legal rent for the unit is \$800.00 per month. Since May 2019, the tenant has been paying \$930.00.¹⁴

The chart below indicates rent overpayments of \$5,375.00. Restitution is usually awarded over a 12-month period, but when the tenant is owed 672% of the monthly rent, it is proper to extend the restitution period to 18 months.¹⁵ Amortized over 18 months, the restitution amount is \$298.61 per month.

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Apr-16	31-Mar-17	\$850	\$800	\$ 50.00	12	\$ 600.00
1-Apr-17	30-Apr-18	\$875	\$800	\$ 75.00	13	\$ 975.00
1-May-18	30-Apr-19	\$900	\$800	\$ 100.00	12	\$ 1,200.00
1-May-19	31-Dec-20	\$930	\$800	\$ 130.00	20	\$ 2,600.00
TOTAL OVERPAID RENT						\$ 5,375.00
RESTITUTION						
MONTHLY RENT						\$800
TOTAL TO BE REPAID TO TENANT						\$ 5,375.00
TOTAL AS PERCENT OF MONTHLY RENT						672%
AMORTIZED OVER		18	MO. BY REG. IS		\$ 298.61	
OR OVER		MONTHS BY HRG. OFFICER IS				

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$800.00 for a total of \$501.39. From January 2021 through June 2022, the rent will be \$501.39. The rent will revert to the current legal rent in July 2022.

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¹⁴ Calculations of restitution are based on the tenant paying \$930.00 through December 2020.

¹⁵ Regulations, § 8.22.110(F)

ORDER

1. Petition T19-0270 is granted.
2. The current base rent for the subject unit is \$800.00.
3. The tenant is not responsible for paying for shared utilities. However, the tenant is responsible for paying her sole utilities as outlined in the 2014 lease agreement.
4. The total overpayment by the tenant is \$5,375.00 for overpaid rent.
5. The tenant's rent is as stated below:

Base rent	\$ 800.00
Less restitution	\$ 298.61
Net Rent on January 1, 2020	\$ 501.39

6. The tenant's rent for the months of January 2021 through June 2022 is \$501.39. The rent will revert to the current legal rent of \$800.00 in July 2022.
7. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends when the tenant is provided restitution.
8. Nothing in this order prevents the owner from increasing the rent according to the Rent Adjustment Ordinance laws and the State of California at any time, at least 6 months after the tenant was served with the RAP Notice, on February 24, 2020.
9. Nothing in this order prevents the owner from increasing the rent according to the Rent Adjustment Ordinance laws and the State of California at any time, at least 12 months from the last rent increase.

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: November 18, 2020



Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612

Housing and Community Development Department
Rent Adjustment Program

TEL (510) 238-3721
FAX (510) 238-6181
CA Relay Service 711

December 11, 2019

Mary Oskamp
199 California Drive
Unit 200
Millbrae, CA 94030

RE: **Case No. T19-0270, Weijinschenk v. LJ California**

Dear Ms. Oskamp:

I am responding to your letter dated November 26, 2019 concerning the actions of Hearing Officer Elan Lambert during your recent settlement conference session. You raised the following concerns:

1. That tenant Weijinschenk admitted that she had received the RAP notice and Hearing Officer Lambert said you did not prove you sent out the RAP notice if you cannot provide proof of mailing;
2. That Hearing Officer Lambert granted the tenant's request for a second session on the next Monday without your agreement, after you explained you could not attend on the next Monday due to pre-arranged travel arrangements;
3. You feel you were not treated fairly and request a different hearing officer.

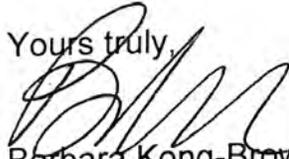
I have spoken to Hearing Officer Lambert about your concerns, and she believes there may have been a misunderstanding in your communications. You stated that you were not a native English speaker. Regarding (1) you spoke to me after your session and said that she told you just because the tenant said she received the RAP notice is not proof that she received it. Ms. Lambert states even though the tenant said she received the RAP notice, it does not necessarily mean that she received a proper RAP notice, which must be received at least six months prior to the notice of the rent increase notice.

Regarding (2) Ms. Lambert states that she offered you a date in May 2020 which you declined, and she then set the next session on the next Monday, based on your concern about being able to resolve the issues at the earliest date. After speaking with her about your concerns, Ms. Lambert has issued an order re-scheduling the hearing to May 4, 2020.

Regarding (3) I have shared your concern about not being treated fairly with Ms. Lambert, who assures me that she will conduct the hearing in a fair and impartial manner.

Ms. Lambert has arranged for an interpreter to avoid any further misunderstandings because she believes you did not fully understand her questions during your session. You are welcome to have a friend or representative accompany you to the next hearing.

Yours truly,

A handwritten signature in black ink, appearing to read 'BK-B', with a long horizontal line extending to the right.

Barbara Kong-Brown, Esq.
Senior Hearing Officer
Rent Adjustment Program

000291

PROOF OF SERVICE
Case Number T19-0270

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 document 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:

Document Included
Letter

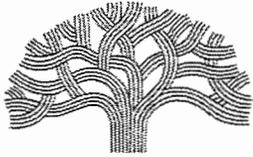
Property Manager
Mary Wang Oskamp
First LJ of California, LLC
199 California Drive, Unit 200
Millbrae, CA 94030

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 12, 2019** in Oakland, CA.



Ava Silveira
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

RECEIVED

DEC 17 2020

RENT ADJUSTMENT PROGRAM
OAKLAND
APPEAL

Appellant's Name <i>Mary Wang Oskamp</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>2806 68th AVE, Oakland, CA 94605</i>			
Appellant's Mailing Address (For receipt of notices) <i>199 California Dr, #200, Millbrae, CA 94030</i>		Case Number <i>T19-0270</i>	Date of Decision appealed <i>December 11, 2020</i>
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: 20.

• 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 December 14, 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:

<u>Name</u>	<i>Monique Weijnschenk</i>
<u>Address</u>	<i>2806 68th AVE</i>
<u>City, State Zip</u>	<i>Oakland, CA 94605</i>
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

<i>Manjung</i>	<i>12/14/2020</i>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Date: December 14, 2020

From: Mary Wang Oskamp (First LJ of California, LLC)

Re: Ms. Monique Weijnschenk 2806 68th Ave., Oakland, CA 94605

(Case # t19-0270 Weijnschenk V. First LJ of California LLC)

Dear RAP Officer:

I, Mary Wang Oskamp, am writing this letter to appeal above case following the Hearing Decision received on December 4, 2020.

The Hearing Officer indicated that her decision was solely based on the tenant's statement that she did not receive the RAP notice until February 24, 2020. Unfortunately, the Hearing Officer completely ignored my evidence. My evidence, clearly demonstrates that the RAP notice was delivered to the tenant on multiple occasions prior to February 24, 2020.

The following is evidence is provided to show that the tenant's statement was untrue.

- A. First LJ of California, LLC ("First LJ") purchased the subject property in November, 2014. Weijnschenk was an existing tenant pursuant to a lease with the previous owner, dated April 5, 2014. Under that lease, the monthly rent was \$800. When that lease ended, First LJ requested that Ms. Weijnschenk sign a new lease. The tenant has ignored this request.

>>Exhibit 1-- Original lease agreement along with the letter requesting all tenants to sign a new lease with First LJ (This letter included to Weijnschenk)

- B. First LJ owns multiple rental units within the City of Oakland. We pride ourselves in being in full compliance with all RAP's policies for tenants. At the end of each year, or very beginning of the following year, we mail out RAP notices requesting that all applicable tenants pay half of the RAP fees (we are aware that tenants under Section 8 or other subsidy programs do not pay). There is no reason why I would exclude Ms. Weijnschenk. In addition, an RAP notice was a part of the lease agreement. Once a tenant signs a lease with First LJ, they must sign the RAP notice at the same time.

Moreover, once First LJ sends a rent increase notice, the RAP notice is always included as an attachment, or on the reversed side of the notice. These procedures have always been complied with by First LJ. In fact, all tenants in the subject building have all signed and returned their RAP notices except Ms. Weijnschenk. Again, there is no reason to exclude Ms. Weijnschenk.

>>Exhibit 2: Annual RAP notice letter, rent increase notice and the signed RAP notice from the other tenants.

- C. Ms. Weijnschenk kept her pattern of not signing and returning the RAP notice even though Frist LJ sent multiple certified mails to her on December 3, 2019, February 24, 2020, July 18, 2020 and

000295

August 05, 2020. This is a continuing pattern, which should not be rewarded. Even as of the date hereof, she has not signed a new lease, the California Tenant Protection Act of 2019 Addendum or the RAP notice. She simply ignores all requests to sign required documentation even if she receives them.

>>Exhibit #3: Copy of the certified mail receipts.

- D. As proof that her testimony was untrue, Ms. Weijnschenk actually paid her portion of the RAP fee when she paid her rent on February 6, 2020. This is clear evidence showing that she received the RAP notice prior to February 6, 2020 (and certainly before February 24, 2020). Otherwise, she would not know to pay that additional amount or the actual amount to pay!

>>Exhibit #4: Copy of rent check #8885 (Mali Lin aka Mary Wang Oskamp), dated 02/06/20.

- E. In her original petition, Ms. Weijnschenk stated that she received the RAP notice in both 2018 and 2019. However, upon being coached by the Hearing Officer, she denied receiving the notice. The Hearing Officer advised her as follows, "If you deny you received the RAP notice from the landlord, then the landlord cannot increase the rent." I was shocked to hear the Hearing Officer make such a statement right in front of me. Because of her clear and obvious bias in addition to her unprofessionalism (if not abuse of power as a public employee), I filed a complaint with Ms. Barbara Kong-Brown.

Exhibit #5—The original petition from Ms. Weijnschenk.

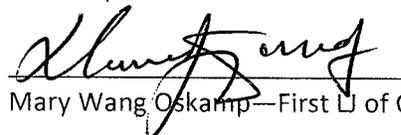
Based upon the foregoing, it is clear that Ms. Weijnschenk receive the RAP notices that were sent to her and that her testimony during the hearing was false. And, despite my complaint regarding the biased actions of the Hearing Officer, the June 10, 2020 hearing was once again before the same Hearing Officer. During that hearing, the Hearing Officer did not give me an opportunity to present my response to the petitioner's claim. Instead, she orchestrated the process to achieve the outcome that she wanted based solely upon the false statements of the tenant.

Thus, I am filing this appeal to respectfully request an opportunity to present all of the evidence to any different RAP officer.

Thank you in advance for considering the above along with the attached Exhibits. And, if you have any questions or require further information, please contact me at your earliest convenience.

This appeal letter will be sent by email to the RAP office as well as by certified mail; I will also send a copy of this letter to Ms. Weijnschenk by certified mail within the next three days.

Sincerely,



Mary Wang Oskamp—First L of California, LLC

000296

Exhibit # 2. Annual RAP Notice

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

Date: February 17, 2018

From: Mary Wang Oskamp

Re: THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

Dear Tenant: Please see the attachment for RAP program

Please review and sign one copy back to me. If you are unable to sign, please have a family member sign for you. You will receive a half of RAP fee for \$34.

Please sign a copy and mail with payment and next month's rent on or before 01, 2018 per City of Oakland requirement.

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/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 2806, 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 2806 18th Ave, Oakland

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

Thanks,

Mary Wang Oskamp

Mary Wang Oskamp - 199 California Dr., #200, Millbrae, CA 94030

Exhibit #1

4/5/2015
#825



CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (C.A.R. Form L.R. Revised 12/13)

Date 04/05/2014 Redwood Properties ("Landlord") and Monique Weijnschenk ("Tenant") agree as follows:

- 1. PROPERTY:
 - A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 2806 68th Ave, Oakland, Ca 94605 ("Premises").
 - B. The Premises are for the sole use as a personal residence by the following named person(s) only: _____
 - C. The following personal property, maintained pursuant to paragraph 11, is included: _____ or (if checked) the personal property on the attached addendum.
 - D. The Premises may be subject to a local rent control ordinance _____
- 2. TERM: The term begins on (date): April 5, 2014 ("Commencement Date"); (Check A or B):
 - A. Month-to-Month; and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
 - B. Lease; and shall terminate on (date) April 4, 2015 at _____ AM/ PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement, (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
- 3. RENT: "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
 - A. Tenant agrees to pay \$ 800.00 per month for the term of the Agreement.
 - B. Rent is payable in advance on the 1st (or _____) day of each calendar month, and is delinquent on the next day.
 - C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
 - D. PAYMENT: Rent shall be paid by personal check, money order, cashier's check, or other Online, or 7-11 payslip to (name) Redwood Properties (phone) (415) 785-8322 at (address) 55 Larkspur Suite 1 San Rafael CA 94901 (or at any other location subsequently specified by Landlord in writing to Tenant) (and if checked, rent may be paid personally, between the hours of _____ and _____ on the following days _____). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that, (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by money order, or cashier's check.
- 4. SECURITY DEPOSIT:
 - A. Tenant agrees to pay \$ 1,100.00 as a security deposit. Security deposit will be transferred to and held by the Owner of the Premises, or held in Owner's Broker's trust account.
 - B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or furnishings. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during the tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
 - C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
 - D. No interest will be paid on security deposit unless required by local law.
 - E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
- 5. MOVE-IN COSTS RECEIVED/DUE: Move-in funds made payable to _____ shall be paid by personal check, money order, or cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>04/05/2014</u> to <u>04/30/2014</u> (date)	\$666.67		\$666.67	04/05/2014
*Security Deposit	\$1,100.00	\$300.00	\$800.00	04/05/2014
Other Last mnt rent	\$800.00		\$800.00	04/05/2014
Other				
Total	\$2,566.67	\$300.00	\$2,266.67	

*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials (MW) (_____)

Landlord's Initials () (_____)

Reviewed by _____ Date _____



Date: December 31, 2015

From: Mary Wang Oskamp

To: Tenants located at—2800, 2804, 2806 68th Ave., Oakland,

Dear Tenants: This letter is to be served as the addendum to b
Starting from 01/01/2016, the landlord will execute the late re
indicated on your rental contract (Rent paid after 5th of the mo

And there will be \$30 for issuing THREE-DAY NOTICE TO PAY R
from tenants will be distributed to any previous unpaid rent, 3-

Moreover, we will need to resign the new rental contract with
date. Please see the following date for each unit.

- 2800-A (MOSES DAVIS)—03/31/2016
- 2800-B (TANESHIA JACKSON)—02/28/2016
- 2802 #1 (ALIVIA L. TABB)—11/30/2016
- 2802 #2 (RONNISHA JOHNSON & Jamar Turne)—03/31/2016
- 2802 #3 (DOMINIQUE RIVERS)—06/30/2016
- 2802 #4 (BENJAMIN M. WENDORF)—11/30/2016
- 2804 ABLDE
- 2806 (MONIQUE WEIJNSCHENK)—03/31/2016

I will send out the new rental contract 30 days before expiration date (2 copies). Please sign back a copy and keep one for your reference. Thanks

Mary Wang Oskamp

Landlord—Mary Wang Oskamp

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

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- 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.
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- 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)

此份屋峯 (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.

Date: 12/26/2018

Re: RAP fee (\$68 per unit) for City of Oakland Rent Adj

From: Mary Wang Oskamp

Dear Tenants: Per RAP program, tenants should pay half

This is annual fee to City if Oakland RAP program.

Please send the payment of \$34 with the signed RAP form

Please call me at (650)291-0218 or call RAP office (510)23

Thanks,

Mary Wang Oskamp

CIUDAD DE OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler

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

Date: December 10, 2019

From: Mary Wang Oskamp

Re: THE RESIDENTIAL RENT ADJUSTMENT PRO

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler...
A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler...
Cómo disputar un aumento en el alquiler: Puede presentar una petición ante el RAP para disputar aumentos ilícitos...
Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petición...
Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo...
Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al año...
Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo...
El propietario [X] tiene [] no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones...

Dear Tenants: Please see the reversed side of this letter Oakland.

Please review and sign one copy back to me. And you r (Annual fee is \$68 per unit)

Please sign a copy of RAP form and mail with next mo March 01, 2019 per City of Oakland requirement. If yo office at (510)2383721.

Thanks,

Mary Wang Oskamp signature

Mary Wang Oskamp - 199 California Dr., #200, Millbr

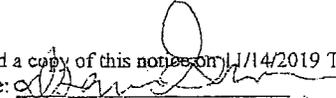
Signed RAP Notice by other Tenants

NOTICE TO TENANTS OF THE RENTAL ADJUSTMENT PROGRAM

1. The City of Oakland has a Rent Adjustment Programs ("RAP") that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential units built before 1983. For more information on which units are covered, contact the RAP office.
2. 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 type of rent increases, the owner may raise your rent only after a hearing officer has approved the rent 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.
3. **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>.
4. If you contest a rent increase, you must pay your rent with the contested rent increase until you file a petition. If the increase is approved and you did not pay the rent increase, you will owe the amount of the increase retroactive to the effective date of increase.
5. 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.
6. 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.
7. 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.)
8. The owner is is not permitted to set the initial rent on this unit without limitation (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

1. Smoking IS NOT permitted in Unit 2802 68th Ave, #4, Oakland, CA, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 1/14/2019 Tenant's Signature: Isaac Raashad Samea
Signature: 

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1. Smoking IS NOT permitted in Unit 2802 68th Ave #3, Oakland, CA, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 09/08/2020 Tenant's Signature: _____

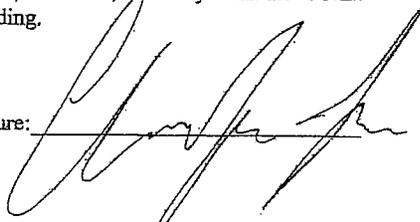
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TENANTS' SMOKING POLICY DISCLOSURE

1. Smoking IS NOT permitted in Unit 2802 68th Ave., #2, Oakland, CA 94605, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 09/16/2019 Tenant's Signature: _____



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1. Smoking IS NOT permitted in Unit 2802 68th Ave #1, Oakland, CA 94605, the unit you intend to rent.
 2. Smoking IS NOT permitted in other units of your building.
 3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 01/27/2020 Tenant's Signature: _____

NOTICE TO TENANTS OF THE RENTAL ADJUSTMENT PROGRAM

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TENANTS' SMOKING POLICY DISCLOSURE

1. Smoking IS NOT permitted in Unit 2800 68th Ave., #A, Oakland, CA 94605, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 09/13/2019 Tenant's Signature: 

NOTICE TO TENANTS OF THE RENT

1. The City of Oakland has a Rent Adjustment Progr 8.22 of the Oakland Municipal Code) and cover more information on which units are covered, cont
2. Starting on February 1, 2017, an owner must peti than the annual general rent increase ("CPI increa include capital improvements and operating expens owner may raise your rent only after a hearing of rent increase may exceed 10%. You have a ri responding to the owner's petition. You do not hav
3. **Contesting a Rent Increase:** You can file a pe increases or decreased housing services. To conta within ninety (90) days of the notice of rent incr Tenants with the notice of rent increase; or (2) with Notice to Tenants was not given with the notice Notice to Tenants at the beginning of your tenancy of first receiving this Notice to Tenants. Informati RAP drop-in office at the Housing Assistance C Oakland and at:
<http://www2.oaklandnet.com/Government/o/hcd/o/>
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8. The owner is is not permitted to set the ini pursuant to the Costa-Hawkins Act). If the owner limitation, the rent in effect when the prior tenant v

TENANTS' SMOKING POLICY DIS

1. Smoking IS NOT permitted in Unit 2800 68th Ave., #B, O
2. Smoking IS NOT permitted in other units of your
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 10/01/2019 Tenant's Sig

000304

CITY OF OAKLAND



CA 94612-2043
Community Development

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

OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

Program ("RAP") that limits rent increases (Chapter 8.22 of the Oakland
rental units built before 1983. It does not apply to subsidized
condominiums and some other types of units. For more information
contact the RAP office.

with the RAP to contest a rent increase that is greater than the annual
rent increase"). An owner can increase rent more than the CPI rate, but with limits,
including expense increases, and deferred annual rent increases ("banking").
rent increase of 10%. The owner must provide you with a written summary of the
rent increase if you request one in writing. If the owner decreases
rent, you may request an increase in your rent. Decreased housing services include substantial
rental unit.

the owner gave this Notice to Tenants at the beginning of your tenancy,
within ninety (90) days of the notice of rent increase if the owner also
gives you the notice of rent increase; or (2) within 120 days of the notice of rent
increase if the notice of rent increase is not given with the notice of rent increase. If the owner did not give
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beginning of your tenancy, you must file a petition within ninety (90) days of the
beginning of your tenancy. Information and the petition forms are available from the RAP drop-
pick center: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland and at:
<http://www.oaklandca.gov/hcd/o/RentAdjustment>

You must pay your rent with the contested increase until you file a petition.
If the notice of rent increase separately states the amount of the CPI rate, you have
to pay the rent increase. If the CPI rate has not been stated separately, you may pay the rent
increase notice. If the increase is approved and you did not pay it you will
be retroactive to the effective date of increase.

Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)
in covered units. For more information contact the RAP office.
Program Service Fee per unit per year. If the fee is paid on time, the
fee from you. Your payment for the annual fee is not part of the rent.
You are not required to pay the tenant portion of the fee.

Ordinance ("TPO") to deter harassing behaviors by landlords and to give
tenants where they are subjected to harassing behavior by landlords (O.M.C.
Chapter No. 13265 C.M.S.)

TENANTS' SMOKING POLICY DISCLOSURE

permitted in Unit _____, the unit you intend to rent.
permitted in other units of your building. (If both smoking and non-smoking units
are permitted in your building, please designate the units in which smoking is permitted.)
designated outdoor smoking area. It is located at _____

(Date) (Tenant's signature)

中文版本。請致電 (510) 238-3721 索取副本。
esta disponible en español. Si desea una copia, llame al (510) 238-3721.
thuea trong Oakland ngay cuong cou baeng tieang Viet. Nea cou moat



CALIFORNIA
ASSOCIATION
OF REALTORS®

NOTICE OF CHANGE IN TERMS OF TENANCY
(C.A.R. Form, CTT, Revised 4/03)

To: Monique Meijnschenk ("Tenant")
and any other occupant(s) in possession of the premises located at:
(Street Address) 2806 68th Ave (Unit/Apartment #) _____
(City) Oakland (State) CA (Zip Code) 94605 ("Premises").

YOUR TENANCY IN THE PREMISES IS CHANGED AS FOLLOWS: Unless otherwise provided, the change shall take
effect 30 days from service of this Notice or on May 01, 2016, whichever is later.
All other terms and conditions of your tenancy shall remain unchanged.

- Rent shall be \$ 850.5 per month.
(NOTE: Pursuant to California Civil Code § 827, if the change increases the rent to an amount that exceeds any rental
payment charged during the last 12 months by more than 10%, then the change shall take effect 60 days from service
of this Notice or on _____, whichever is later.)
- Security deposit shall be increased by \$ _____.
- Other: _____

If this Notice increases the rent charged, and is served by mailing, it was mailed on 3/15/2016 (Date)
at San Mateo, CA (Location)

Landlord [Signature] Date 3/15/2016
(Owner or Agent)

TENANT CONSENT TO EXTENSION OR RENEWAL OF LEASE

If this Notice extends or renews an existing lease term, by signing below, Tenant acknowledges and agrees to such
extension or renewal.

Tenant _____ Date _____
Tenant _____ Date _____

By signing below, Landlord acknowledges Tenant's consent to extension or renewal of lease.

Landlord _____ Date _____
(Owner or Agent)

Landlord _____
(Print Name)

(Keep a copy for your records.)

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including facsimile or computerized formats. Copyright © 1991-2003, CALIFORNIA ASSOCIATION OF REALTORS®, INC. ALL RIGHTS RESERVED.
THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.), NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR
ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE
TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
This form is available for use by the entire real estate industry. It is not intended to identify the user as a REALTOR®. REALTOR® is a registered collective membership mark
which may be used only by members of the NATIONAL ASSOCIATION OF REALTORS® who subscribe to its Code of Ethics.

Published and Distributed by:
REAL ESTATE BUSINESS SERVICES, INC.
a subsidiary of the California Association of REALTORS®
525 South Virgil Avenue, Los Angeles, California 90021

Reviewed by _____ Date _____



CTT REVISED 4/03 (PAGE 1 OF 1)

NOTICE OF CHANGE IN TERMS OF TENANCY (CTT PAGE 1 OF 1)

Agent: Patrick Hale Phone: 619.309.7883 Fax: 619.401.4083 Prepared using WINForms® software
Broker: Realty Source, Inc. 365 Broadway Ave., Suite 201 El Cajon, CA 92120

60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Weijnschenk, Resident(s) and all others in possession of Apt. No. _____, located at (Street Address) 2806 68th AVE in the city of Oakland, CA 94605, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days after service upon you of this notice or beginning May 01, 2020, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 930 per month to \$ 962.55 per month, an increase of \$ 32.55 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of \$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ _____
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ _____

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) February 24, 2020

First LJ of California, LLC, OWNER(S)
By: [Signature], AGENT



2806 68th Ave, Oakland, CA 94605

To: Monique Wejnshenk

Please sign back this notice

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

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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.

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2. 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 type of rent increases, the owner may raise your rent only after a hearing officer has approved the rent 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.
3. **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>.
4. If you contest a rent increase, you must pay your rent with the contested rent increase until you file a petition. If the increase is approved and you did not pay the rent increase, you will owe the amount of the increase retroactive to the effective date of increase.
5. 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.
6. 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.
7. 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.)
8. The owner is is not permitted to set the initial rent on this unit without limitation (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

1. Smoking IS NOT permitted in Unit 2806, the unit you intend to rent.
2. Smoking IS NOT permitted in other units of your building.
3. There IS NOT a designated outdoor smoking area.

I received a copy of this notice on 3/28/18 Tenant's Signature: _____

Please sign back

**30-DAY NOTICE TO
CHANGE THE
YOUR RENTAL**

To: Monique Wejnascenk
possession of Apt. No. _____, located at (Street Address) 2806
in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing
after service upon you of this notice or beginning May 2
your rental agreement for the above described property are hereby changed.

YOUR MONTHLY RENT shall be increased from \$ 87
increase of \$ 25 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____
\$ _____.

TOTAL AMOUNT DUE and payable by the above stated tenant is:

New Monthly Rent:

Security Deposit Increase:

Other:

Total Due:

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement remain in effect.

Dated: (Month/Day) March 28, 2018

By: _____

2806 68th Ave.

CIUDAD DE OAKLAND



P.O. BOX 70243, OAKLAND, CA 94612-2043
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler

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

AVISO A LOS INQUILINOS DEL PROGRAMA DE AJUSTES EN EL ALQUILER RESIDENCIAL

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler...
A partir del 1º de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler...
Cómo disputar un aumento en el alquiler...
Si usted disputa un aumento en el alquiler...
Oakland tiene controles de desalojo...
Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler...
Oakland posee una Ordenanza de Protección al Inquilino...
El propietario [X] tiene [] no tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones...

60-DAY NO CHANGE THE YOUR RENTAL

To: Monique Weijnschenk
possession of Apt. No. _____, located at (Street Address) 28
in the city of Oakland, Calif.

PLEASE TAKE NOTICE that in accordance with the governi
after service upon you of this notice or beginning Mar 01

your rental agreement for the above described property are hereby
[X] YOUR MONTHLY RENT shall be increased from \$ 90
increase of \$ 50 per month.

[] YOUR SECURITY DEPOSIT shall be increased from \$
\$ _____

[X] TOTAL AMOUNT DUE and payable by the above stated
New Monthly Rent:
Security Deposit Increase:
Other:
Total Due:

[] OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agree
Dated: (Month/Day) March 15, 201

000308

Exhibit # 3

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

MONIQUE WEIJSCHUNK
2806 68TH AVE
OAKLAND, CA 94605

7020 0090 0001 3967 4444

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature: *X Cord A* Agent Addressee

B. Received by (Printed Name): _____ C. Date of Delivery: _____

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below: _____

3. Service Type:

Adult Signature Priority Mail Express
 Adult Signature Restricted Delivery Registered Mail™
 Certified Mail® Registered Mail Restricted Delivery
 Certified Mail Restricted Delivery Return Receipt for Merchandise
 Collect on Delivery Signature Confirmation™
 Collect on Delivery Restricted Delivery Signature Confirmation Restricted Delivery
 Mail Restricted Delivery (over 70 lbs)

Domestic Return Receipt

MARCUS FOSTER
 9201 INTERNATIONAL BLVD
 OAKLAND, CA 94603-1401
 055521-0025
 (800) 275-8777
 02/24/2020 04:31 PM

Product	Qty	Unit Price	Price
First-Class Mail® Letter (Domestic) (OAKLAND, CA 94605) (Weight: 0 Lb 0.60 Oz) (Estimated Delivery Date) (Wednesday 02/26/2020)	1	\$0.55	\$0.55
Certified (USPS Certified Mail #) (7019070000106096730)			\$3.55
Total:			\$4.10

Credit Card Reald (Card Name: VISA) \$4.10
 (Account #: XXXXXXXXXXXX2848)
 (Approval #: 031481)
 (Transaction #: 432)
 (AID: A0000000031010 Chip)
 (AL: VISA CREDIT)
 (PIN: Not Required CHASE VISA)

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit www.usps.com USPS Tracking or call 1-800-222-1811.

Preview your Mail
 Track your Packages
 Sign up for FREE @
 www.informedelivery.com

All sales final on stamps and postage. Refunds for guaranteed services only. Thank you for your business.

HELP US SERVE YOU BETTER
 TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

Go to:
<https://postalexperience.com/Pos>
 840-5945-0144-001-00023-05569-02

or scan this code with your mobile device:



000309 110-410-7420.
 YOUR OPINION COUNTS

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OAKLAND, CA 94605
 7019070000106096730

Certified Mail Fee \$3.50
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$1.45
 Total Postage and Fees \$4.95

Sent To: *Monique Wejschank*
 Street and Apt. No., or PO Box No. *2806 68th Ave*
 City, State, ZIP+4® *Oakland, CA 94605*

PS Form 3800, April 2015 PSN 7530-02-000-6947 See Reverse for Instructions

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OAKLAND, CA 94605
 7020 0090 0001 3967 4444

Certified Mail Fee \$3.55
 Extra Services & Fees (check box, add fee as appropriate)
 Return Receipt (hardcopy) \$0.00
 Return Receipt (electronic) \$0.00
 Certified Mail Restricted Delivery \$0.00
 Adult Signature Required \$0.00
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55
 Total Postage and Fees \$6.95

Sent To: *MONIQUE WEIJSCHUNK*
 Street and Apt. No., or PO Box No. *2806 68th Ave*
 City, State, ZIP+4® *OAKLAND, CA 94605*

PS Form 3800, April 2015 PSN 7530-02-000-947 See Reverse for Instructions

7/31/2020
 CA TPA
 e
 RAP Form

Exhibit # 4

WELLS FARGO

Check Details

Item #	Bank	Account #	Check #	Amount
1	JPMORGAN CHASE BANK, NATIONAL ASSOCIATION	...9286	Not available	\$940.00

BRIEHANNAH K TEIXEIRA
 PD BOX 6568
 OAKLAND, CA 94603-0568

8885
 DATE 2-06-20 90/7162

PAY TO THE ORDER OF Mali lin \$ 940⁰⁰

Nine Hundred and Forty no charge DOLLARS

CHASE
 JPMorgan Chase Bank, N.A.
 www.Chase.com

MEMO 1806 68th Ave Oakland Rest RAP *[Signature]*

1747739654

ENDORSE HERE
 8450252062

CREDITED TO THE ACCOUNT WITHIN NAMED PAYEE
 LACK OF ENDORSEMENT GUARANTEES
 WELLS FARGO BANK

For your security, information like account numbers, signatures, and the ability to view the backs of checks have been removed from the images. You can see full or partial fronts and backs of the images by using the link at the top of the window.

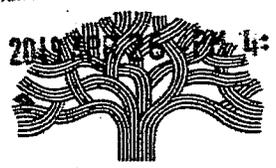
Equal Housing Lender

000310

Exhibit # 5

T19-0270 MS/EL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM



CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
250 Frank H. Ogawa Plaza, Ste. 5313
Oakland, CA 94612-0243
(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 MONIQUE WEIJSCHENK	Rental Address (with zip code) 2806 68 th Ave Oakland California 94605	Telephone: 510-424-9242 E-mail: mweijnsche@yahoo.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) Mary	Mailing Address (with zip code) 199 California Drive #200 Millbrae California 94030	Telephone: (650) 291-0218 Email:
Property Manager or Management Co. (if applicable) LS California	Mailing Address (with zip code) 199 California Drive #200 Millbrae California 94030	Telephone: 650-291-0218 Email:

Number of units on the property: 8

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

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

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

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

7	(d) No written notice of Rent Program was given to me together with the notice of increase(s) I am contesting. (Only for increases noticed after July 26, 2000.)
	(e) The property owner did not give me the required form "Notice of the Rent Adjustment Program" at least 6 months before the effective date of the rent increase(s).
	(f) The rent increase notice(s) was (were) not given to me in compliance with State law.
	(g) The increase I am contesting is the second increase in my rent in a 12-month period.
	(h) There is a current health, safety, fire, or building code violation in my unit, or there are serious problems with the conditions in the unit because the owner failed to do requested repair and maintenance. (Complete Section III on following page)
X	(i) The owner is providing me with fewer housing services than I received previously or is charging me for services originally paid by the owner. (OMC 8.22.070(F): A decrease in housing services is considered an increase in rent. A tenant may petition for a rent adjustment based on a decrease in housing services.) (Complete Section III on following page)
	(j) My rent was not reduced after a prior rent increase period for a Capital Improvement had expired.
	(k) The proposed rent increase would exceed an overall increase of 30% in 5 years. (The 5-year period begins with rent increases noticed on or after August 1, 2014).
	(l) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake. (OMC 8.22, Article D)
	(m) The owner did not give me a summary of the justification(s) for the increase despite my written request.
	(n) The rent was raised <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: April 5th, 2014 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: _____ If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>03-15-19</u>	<u>May 5, 2019</u>	\$ <u>900</u>	\$ <u>950</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>07-25-18</u>	<u>May 5, 2018</u>	\$ <u>875</u>	\$ <u>900</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

3.5
3.4

* 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? [X] Yes [] No
Have you lost services originally provided by the owner or have the conditions changed? [] Yes [] No
Are you claiming any serious problem(s) with the condition of your rental unit? [] Yes [] No

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Tenant's Signature [Handwritten Signature]

Date 4-25-19

[Empty rectangular box for additional information]

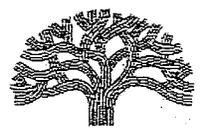
[Empty rectangular box for additional information]

2806 68th Ave, Oakland, CA 94605

12/2/2017

Please sign back with RAP payment of \$34. -

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...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner [] is [] is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 2806, the unit you intend to rent.
Smoking (circle one) IS or IS NOT permitted in other units of your building.
There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at 2806 68th Ave, Oakland, CA 94605

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

此份呈請(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.

RAP notice on reverse side

30-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: Monique Weijnschenk, Resident(s) and all others in possession of Apt. No. _____, located at (Street Address) 2804 68th Ave in the city of Oakland, CA 94605, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that thirty (30) days after service upon you of this notice or beginning May 01, 20¹⁷, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 850.00 per month to \$ 875.00 per month, an increase of \$ 25 per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of \$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:	\$ <u>875</u>
Security Deposit Increase:	\$ _____
Other:	\$ _____
Total Due:	\$ <u>875</u>

OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

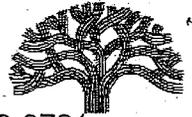
Dated: (Month/Day) March 11th, 20¹⁷

Mary Wang Oskamp, OWNER(S)

By: *[Signature]*, AGENT



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...
You have a right to file a petition with the RAP to contest a rent increase...
Contesting a Rent Increase: If the owner gave this Notice to Tenants at the beginning of your tenancy...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...

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.
Baùn Thoàng Baùo quyềàn lôii cuûa ngôôøi thueà trong Oakland naøy cuõng coù baèng tieáng Vieät. Ñeã coù moät baùn sao, xin goii (510) 238-3721.