

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING  
October 14, 2021  
4:30 P.M.  
Meeting Will Be Conducted Via Zoom**

**AGENDA**

**PUBLIC PARTICIPATION**

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

**OBSERVE:**

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

• To observe the meeting by video conference, please click on the link below:  
When: Oct 14, 2021 4:30 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- October 14, 2021

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81026405011>

Or One tap mobile :

US: +16699009128,,81026405011# or +13462487799,,81026405011#

Or Telephone:

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

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

Webinar ID: 810 2640 5011

International numbers available: <https://us02web.zoom.us/j/81026405011>

**COMMENT:**

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• 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](#).

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

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. ADOPTION OF RESOLUTION AB 361 (pp. 3-5)
4. ADJOURNMENT

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*\*Pursuant to California Government Code section 54953(e), Housing, Residential Rent and Relocation Board Members, as well as City staff, will participate via phone/video conference, and no physical teleconference locations are required.*

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](mailto:RAP@oaklandca.gov) or via phone at (510) 238-3721. California relay service at 711 can also be used for disability-related accommodations.

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需要殘障輔助設施, 手語, 西班牙語, 粵語或國語翻譯服務, 請在會議前五個工作天電郵 [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) 或致電 (510) 238-3721 或711 California relay service.

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# OAKLAND HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB)

RESOLUTION NO. \_\_\_\_\_

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**ADOPT A RESOLUTION DETERMINING THAT CONDUCTING IN-PERSON MEETINGS OF THE HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD (HRRRB) AND ITS COMMITTEES WOULD PRESENT IMMINENT RISKS TO ATTENDEES' HEALTH, AND ELECTING TO CONTINUE CONDUCTING MEETINGS USING TELECONFERENCING IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 54953(e), A PROVISION OF AB-361.**

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a state of emergency related to COVID-19, pursuant to Government Code Section 8625, and such declaration has not been lifted or rescinded. *See* <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf>

**WHEREAS**, on March 9, 2020, the City Administrator in their capacity as the Director of the Emergency Operations Center (EOC), issued a proclamation of local emergency due to the spread of COVID-19 in Oakland, and on March 12, 2020, the City Council passed Resolution No. 88075 C.M.S. ratifying the proclamation of local emergency pursuant to Oakland Municipal Code (O.M.C.) section 8.50.050(C); and

**WHEREAS**, City Council Resolution No. 88075 remains in full force and effect to date; and

**WHEREAS**, the Centers for Disease Control (CDC) recommends physical distancing of at least six (6) feet whenever possible, avoiding crowds, and avoiding spaces that do not offer fresh air from the outdoors, particularly for people who are not fully vaccinated or who are at higher risk of getting very sick from COVID-19. *See* <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>;

**WHEREAS**, the CDC recommends that people who live with unvaccinated people avoid activities that make physical distancing hard. *See* <https://www.cdc.gov/coronavirus/2019-ncov/your-health/about-covid-19/caring-for-children/families.html>;

**WHEREAS**, the CDC recommends that older adults limit in-person interactions as much as possible, particularly when indoors. *See* <https://www.cdc.gov/aging/covid19/covid19-older-adults.html>;

000003

**WHEREAS**, the CDC, the California Department of Public Health, and the Alameda County Public Health Department all recommend that people experiencing COVID-19 symptoms stay home. See <https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html>;

**WHEREAS**, persons without symptoms may be able to spread the COVID-19 virus. See <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>;

**WHEREAS**, fully vaccinated persons who become infected with the COVID-19 Delta variant can spread the virus to others. See <https://www.cdc.gov/coronavirus/2019-ncov/vaccines/fully-vaccinated.html>;

**WHEREAS**, the City's public-meeting facilities are indoor facilities that do not designed to ensure circulation of fresh / outdoor air, particularly during periods of cold and/or rainy weather, and were not designed to ensure that attendees can remain six (6) feet apart; now therefore be it:

**WHEREAS**, holding in-person meetings would encourage community members to come to City facilities to participate in local government, and some of them would be at high risk of getting very sick from COVID-19 and/or would live with someone who is at high risk; and

**WHEREAS**, in-person meetings would tempt community members who are experiencing COVID-19 symptoms to leave their homes in order to come to City facilities and participate in local government; and

**WHEREAS**, attendees would use ride-share services and/or public transit to travel to in-person meetings, thereby putting them in close and prolonged contact with additional people outside of their households; now therefore be it:

**RESOLVED:** that the Housing, Residential Rent and Relocation Board (HRRRB) finds and determines that the foregoing recitals are true and correct and hereby adopts and incorporates them into this Resolution; and be it

**FURTHER RESOLVED:** that, based on these determinations and consistent with federal, state and local health guidance, the Housing, Residential Rent and Relocation Board (HRRRB) determines that conducting in-person meetings would pose imminent risks to the health of attendees; and be it

**FURTHER RESOLVED:** that the Housing, Residential Rent and Relocation Board (HRRRB) firmly believes that the community's health and safety seriously and the community's right to participate in local government, are both critically important, and is committed to balancing the two by continuing to use teleconferencing to conduct public meetings, in accordance with California Government Code Section 54953(e), a provision of AB-361; and be it

**FURTHER RESOLVED:** that the Housing, Residential Rent and Relocation Board (HRRRB) will renew these (or similar) findings at least every thirty (30) days in accordance with

California Government Code section 54953(e) until the state of emergency related to COVID-19 has been lifted, or the Housing, Residential Rent and Relocation Board (HRRRB) finds that in-person meetings no longer pose imminent risks to the health of attendees, whichever is occurs first.

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD REGULAR MEETING  
October 14, 2021  
5:00 P.M.  
Meeting Will Be Conducted Via Zoom**

**AGENDA**

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## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. WELCOME NEW BOARD MEMBERS
4. OPEN FORUM
5. CONSENT ITEMS
  - a. Approval of Board Minutes, 9/23/2021 (pp. 3-8)
6. APPEALS\*
  - a. L19-0159, 378 Grand Avenue Associates, LP v. Tenants (pp. 9-123)
  - b. T19-0394, Thompson v. Goldstone (pp. 124-177)
7. INFORMATION AND ANNOUNCEMENTS
8. ADJOURNMENT

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*\*Staff appeal summaries will be available on the Rent Adjustment Program's website and the City Clerk's office at least 48 hours prior to the meeting pursuant to O.M.C. 2.20.070.B and 2.20.090*

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**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
 FULL BOARD SPECIAL MEETING  
 September 23, 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 5:05 p.m. by Board Chair S. Devuono-Powell.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS, Jr.	Tenant	X		
Vacant	Tenant			
C. Lieu	Tenant Alt.	X		
H. Flanery	Tenant Alt.			X
S. DEVUONO- POWELL	Undesignated	X		
Vacant	Undesignated			
Vacant	Undesignated			
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
Vacant	Landlord			
B. SCOTT	Landlord Alt.	X		
K. SIMS	Landlord Alt.			X

**Staff Present**

Oliver Luby	Deputy City Attorney
Barbara Kong-Brown	Senior Hearing Officer (RAP)
Harman Grewal	Business Analyst III (HCD)
Briana Lawrence-McGowan	Administrative Analyst I (RAP)
Mike Munson	KTOP

Chair Devuono-Powell welcomed Carina Lieu, the new tenant board member.

3. OPEN FORUM

- a. James Vann welcomed the new Board member and requested a status regarding the seats for each category of the Board.

4. CONSENT ITEMS

- a. Approval of Board Minutes from the July 22, 2021, Full Board Special Meeting  
T. Williams moved to approve the minutes. C. Lieu seconded.

The Board voted as follows:

**Aye:** T. Williams, R. Nickens, Jr., S. Devuono-Powell, B. Scott, C. Lieu  
**Nay:** None  
**Abstain:** None

The motion was adopted.

5. APPEALS

- a. T19-0424, Thornton v. Joyce

Appearances: Sabyl Landrum Tenant Representative

The owner did not appear and the Board moved to hear the next case and waited to see if the owner would appear for the hearing.

- b. T19-0313, T19-0510, T20-0054, McQuillion v. JJCM Investments

Appearances: Broderick Brown Tenant Appellant Representative  
Fatima McQuillion Tenant  
Liz Hart Owner Respondent Representative

This case involves a petition contesting several rent increases which was dismissed on the grounds that the parties signed a settlement agreement precluding claims that were brought or could have been brought against the respondents American Liberty, LLC, Triple Good Investments & Management, LLC, Frederick O. Lewis III, and Does 1-30 in the court case. The hearing officer issued an Administrative Decision dismissing the case on the grounds that the Alameda County Superior Court assumed jurisdiction over all claims arising from 3114 Ashbrook Court, and all claims were resolved in the mutual settlement agreement and release.

The Board heard the appeal on June 10, 2021. The Board postponed the hearing pending review of the parties' settlement agreement and release.

The issue is whether the RAP lacks jurisdiction on the basis of the settlement agreement and release.

The tenant representative contended that the settlement agreement on January 9, 2021, only released the prior owners and did not apply to current conditions. The current owner was not a party to the settlement agreement. The tenant cannot release claims no alleged against the prior owner. There was no language in the settlement agreement about the proper rent and the prior owner had no authority to reset the rent. The tenant received a notice from the current owner showing she owes a balance of \$2,300.00 for rent underpayments. The rent needs to be clarified as to when it was raised and what is included.

The owner representative that the rent amount was determined in 2018, and their appeal of this decision was untimely and was dismissed. The settlement agreement released all successors who stand in the shoes of the prior owners. One cannot settle and sue the new owner for the same issues.

After parties' arguments, questions to the parties and Board discussion T. Williams moved to uphold the hearing decision based on substantial evidence. B. Scott seconded the motion.

The Board voted as follows:

Aye: T. Williams, B. Scott, R. Nickens, Jr., S. Devuono-Powell, C. Lieu  
Nay: None  
Abstain: None

The motion was adopted.

c. T19-0424, Thornton v. Joyce

Appearances:	Michael Joyce	Owner Appellant
	Eddie Hughley	Owner Representative
	Sabyl Landrum	Tenant Respondent Representative

The tenant filed a petition contesting rent increases and separate charges for a parking space. The hearing officer found that (1) the owner did not receive approval from The RAP before increasing the rent and owner appealed a hearing decision, and (2) the parking space rented by the tenant is part of his housing services even if he is billed separately.

The issue is whether the parking fee is considered part of the tenant's rent or whether the owner may increase the tenant's parking fee without limitation, and whether the hearing decision is supported by substantial evidence.

The owner contended that the tenant's parking space was not included with the original lease and came later. The tenant's rent is 25% of market and the rent for the parking space is in line with the market rent for a parking space and should not be part of the housing services.

The tenant representative contended the parking is part of the housing services and is consistent with prior decisions and the Oakland Municipal Code, citing Schacher v. McClain, T11-0115.

After parties' arguments, questions to the parties and Board discussion, T. Williams moved to affirm the hearing decision based on substantial evidence. R. Nickens, Jr. seconded.

The Board voted as follows:

Aye: T. Williams, R. Nickens, Jr., B. Scott, C. Lieu, S. Devuono-Powell

Nay: None

Abstain: None

The motion was adopted.

d. T18-0311, Cervantes v. Fong

Appearances: May Fong

Samantha Beckett

Maria Amezquita

Laura Morales Levitt

Owner Appellant

Tenant Respondent Representative

Tenant

Spanish Interpreter

On October 3, 2019, the Hearing Officer issued a Hearing Decision denying rent increases on the grounds that the owner did not seek prior approval from the RAP for increases in excess of the CPI adjustment or Banking. The Hearing Officer granted restitution for rent overpayments and certain decreased housing services. The owner appealed and the Board remanded the case to the Hearing Officer on January 16, 2020, to address when the tenancy commenced, state the reasoning, and restate the monthly base rent, disregarding any evidence presented on appeal.

On November 24, 2020, the Hearing Officer issued a Remand Decision finding that the tenant moved into the subject unit in August 2015, and that the owner's acceptance of the tenant's rent since 2015, as shown by the rent receipts,

indicated a tenancy since August 2015.

The issue is whether the determination in the Remand Decision regarding the time of commencement of the tenancy is supported by substantial evidence.

The owner contended that the tenant petition was based on fraud. The original tenant was Nancy Navarro, who moved into the unit on November 28, 2012, and her rent was \$945.00. The lease prohibited subletting. The Hearing Officer ignored critical facts. These tenants had no evidence to show they were the original tenants. Deposit tickets from December 2015 did not have any name on them, showing only the deposit amount. The owner thought the deposit was from Nancy, and the owner did not know about the illegal tenancy until August 2017 when the tenants informed her they were living there and asked for a lease. Since the original tenant moved out she is entitled to raise the rent to market. At an unlawful detaining proceeding the tenants admitted they were illegal.

The tenant representative contended that new evidence may not be considered if the hearing decision is supported by the record. The owner did not raise the issue of the deposits in the prior hearing and the lease with the prior tenant was not admitted as it was untimely. The hearing decision is supported by substantial evidence.

The tenant testified that they spoke to Nancy who told them the owner was in agreement for them to move into the unit in August 2015, and the owner knew they were moving in. They paid rent for two years after the prior tenant moved out. The tenants moved from the bottom unit to the subject unit. The owner accepted rent for two years and the bottom unit would have been vacant or re-rented. It defies logic that the owner did not know she was getting rent from the tenants. There are multiple receipts showing direct deposits.

Since this is only a six unit building the owner had constructive notice of the tenants.

Upon rebuttal the owner contended that Gabriela has lived in the bottom unit since 2014 so the tenants lied about living in the bottom unit.

Upon rebuttal the tenant representative contended that the owner has a duty to investigate if they do not know who is living in the unit.

After parties' arguments, questions to the parties and Board discussion, T. Williams moved to remand the hearing decision to the hearing officer to look at the specifics around the information coming in timely from the landlord and reviewing the case in its totality based on the merits. There was no second.

T. Williams moved to remand to the hearing officer to conduct an evidentiary

hearing to determine tenancy without consideration of the rent receipts. There was no second.

T. Williams moved to remand the case to the hearing officer to determine base rents and commencement of tenancy based on more than just rent receipts and testimony. B. Scott seconded.

The Board voted as follows:

Aye: T. Williams, R. Nickens, Jr., B. Scott, C. Lieu, S. Devuono-Powell

Nay: None

Abstain: None

The motion was adopted.

## 6. Information and Announcements

### a. Resolution AB 361

Oliver Luby, Deputy City Attorney, advised of a new resolution allowing Boards and Commissions to meet virtually as long as there is a continuing declared state of emergency at the state or local level. The Board will adopt this resolution at the next full Board meeting.

### b. Board Training

Mr. Luby conducted a board training on Robert's Rules of Order containing the following elements:

- Introduction
- Functions of the Chair
- Minutes
- Committees
- Motions
- Voting
- Adjournment

## 7. Scheduling and Reports

### a. None

## 8. Adjournment

The meeting was adjourned by consensus at 8:40 p.m.

## CHRONOLOGICAL CASE REPORT

Case No.: L19-0159

Case Name: 378 Grand Avenue Associates, LP v. Tenants

Property Address: 378 Grand Avenue, Oakland, CA

Parties: Jackie Zaneri (Tenant Representative)  
Ethan Silverstein (Tenant Representative)  
Daniel Carlton (Tenant)  
Krystal Rodriguez (Tenant)  
Victoria Wentworth (Tenant)  
Beberly Velasquez (Tenant)  
Meaza Haile (Tenant)  
Maurice Wallace (Tenant)  
Kevin Kelley (Tenant)  
Jared Gutekunst (Tenant)  
Dennis Agatep (Tenant)  
Nicholas Gaylord (Tenant)  
Ricardo Tavarez (Tenant)  
Patricia Lebron (Tenant)  
Jhaqueline Palominos Valle (Tenant)  
Jennifer Mueller (Tenant)  
Carly Myers (Tenant)  
Robert Rich (Tenant)  
Nathanael Denny (Tenant)  
Evin Weissenberg (Tenant)  
Greg McConnell (Owner Representative)  
JR McConnell (Owner Representative)  
Chantae Hergenroether (Owner)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Owner Petition filed	June 05, 2019

000009

Tenant Responses filed

October 29, 2019

November 01, 2019

November 04, 2019

November 07, 2019

November 12, 2019

November 13, 2019

Hearing Date

February 19, 2020

Hearing Decision Mailed

February 19, 2021

Tenant Appeal filed

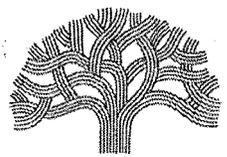
March 11, 2021

Tenant Appeal Brief filed

April 08, 2021

**000010**

6/5/19

 CITY OF OAKLAND LM/AM RC LI9-0159	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.  <p style="text-align: center;"><b><u>PROPERTY OWNER</u></b>  <b><u>PETITION FOR</u></b>  <b><u>APPROVAL OF RENT</u></b>  <b><u>INCREASE</u></b></p>
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**Please Fill Out This Form Completely As You Can.** Failure to provide needed information may result in your petition being rejected or delayed. Attach copies of the documents that support your petition. Before completing this petition, please read the Rent Adjustment Ordinance (Oakland Municipal Code 8.22), sections 8.22.010 through 8.22.190, and the Rent Adjustment Program Regulations.

Your Name 378 Grand Avenue Associates, LP Chantae Hergenroether	Complete Address (with zip code) Mosser Companies Inc. 308 Jessie St. San Francisco, CA 94103	Daytime Telephone: 628-895-5809  E-mail: chergenroether@mosserco.com
Your Representative's Name (if any) Big City Property Group Jill Broadhurst	Complete Address (with zip code) P.O. Box 13122 Oakland, CA 94661	Daytime Telephone: 510-838-0655  E-mail: bigcitypg@gmail.com
Property Address (If the property has more than one address, list all addresses) 378 Grand Ave., Oakland, CA 94610		

Total number of units on property: 19

Date on which you acquired the building: 3/24/2017

Type of units (circle one)      House      Condominium      Apartment, Room, or Live-Work

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 the tenants in each unit affected by the petition?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
On what date was the RAP Notice first given?	9/28/2018	
Have you paid your Oakland Business License? The property owner must have a current Oakland Business License. If it is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.)	<input checked="" type="radio"/> Yes	<input type="radio"/> No
Oakland Business License number	00195773	

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

<p>Have you paid the Rent Adjustment Program Service Fee (\$68 per unit)? The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition may not be considered in a Rent Adjustment proceeding. (Provide proof of payment.) Note: If RAP fee is paid on time, the property owner may charge the tenant one-half of the \$68 per-unit RAP Service fee (\$34).</p>	<p>2019 JUN -5 PM 12:17</p> <p>Yes</p>	<p>No</p>
<p>Use the table on the next page to list each tenant who is affected by this petition.</p>		

**REASON(S) FOR PETITION.**

**Note: Justifications for Rent Increases other than the annual allowable rate are discussed in the Rent Adjustment Program Regulations – Appendix A, Sec. 10.**

**You must attach organized documentation clearly showing the rent increase justification(s) and detailing the calculations to which the documentation pertains. All documents submitted to the Rent Adjustment Program become permanent additions to the file. (Regs. 8.22.090.C)**

**I (We) petition for approval of one or more rent increases on the grounds that the increase(es) is/are justified by (check all that apply):**

- Banking (Reg. App. 10.5)
- Capital Improvements (Reg. App. 10.2)
- Fair return (Reg. App. 10.6)
- Increased Housing Service Costs (Reg. App. 10.1)
- Uninsured Repair Costs (Reg. App. 10.3)

Have you ever filed a petition for this property?

- Yes
- No

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

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**Capital Improvements:** Capital improvements increases may be taken to reimburse the property owner for property improvements. Reimbursement is limited to 70% of the cost of the improvement spread out over an amortization period as set forth in the Amortization Schedule below. The property owner must show the costs incurred were to improve the property and benefit the tenants. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

- If your petition contains capital improvements for which permits are first issued on or after February 1, 2017, capital improvements will be amortized according to an amortization schedule (attached at the end of this form).
- If the petition includes only work where permits were issued before February 1, 2017, improvements will be amortized over five years unless the increase causes a rent increase over 10 percent in one year or 30 percent in five years, in which case the amortization period will be extended until the rent increase is smaller than 10 percent in one year or 30 percent in five years.

<b>Building-Wide Capital Improvements</b> CATEGORY (attach separate sheet if needed)	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>
See Attachment			
<b>SUBTOTAL:</b>			

<b>Unit-Specific Capital Improvements</b> CATEGORY (attach separate sheet if needed)	<b>TOTAL COSTS</b>	<b>DATE COMPLETED</b>	<b>DATE PAID FOR</b>	<b>AFFECTED UNITS</b>
N/A				
<b>SUBTOTAL:</b>				

**File Review**

Your tenant(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 Tenant's Response. Copies of attachments submitted with the Response form are not sent, out, but can be reviewed in person at the Rent Adjustment Program office by calling (510) 238-3721 to schedule a file review.** When the RAP Online Petitioning System is available, you will be able to view the response and attachments by logging in and accessing your case files.

**Mediation Program**

If you are interested in submitting your dispute to mediation, please read the following information carefully. To request mediation, all petitioners must sign the form that follows. Voluntary mediation of rent disputes is available to all parties involved in Rent Adjustment proceedings. Mediation is an entirely voluntary process to assist you in reaching an agreement with your tenant. Mediation will be scheduled only if both you and your tenant(s) agree and after both a petition and a response have been filed with the Rent Adjustment Program. You may elect to use a Rent Adjustment Program staff Hearing Officer acting as mediator or an outside mediator. Staff Hearing Officers are available to conduct mediation free of charge. 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. If you are unable to resolve your dispute after a good faith attempt at mediation, you will be given a priority hearing presided by a Hearing Officer other than your mediator.

**IF YOU WANT TO SUBMIT YOUR CASE TO MEDIATION, PLEASE CHECK THE APPROPRIATE BOX AND SIGN.**

- I agree to have my case mediated by a Rent Adjustment Program staff Hearing Officer (no charge).
- I agree to have my case mediated by an outside mediator (fees to be paid by the parties).

\_\_\_\_\_  
Owner's Signature (for mediation request)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner's Signature (for mediation request)

\_\_\_\_\_  
Date

Capital Improvement Calculator  
 City of Oakland Rent Adjustment Program

IMPROVEMENTS BENEFITING ALL UNITS BUILDING WIDE										
378 Grand					Petition Date		6/5/19			
					Number of Residential Units		19			
IMPROVEMENT OR REPAIR	DATE PERMIT OBTAINED (or date started if permit not required)	DATE COMPLETED	FULL COST	ALLOWABLE PASS THROUGH (70%)	ALLOWABLE PASS THROUGH PER UNIT	Imputed Interest	Amortization Period (years)	Allowable Monthly Amortized Cost For Building (70%)	Allowable Amortized Cost per Unit	Date Validation (2 years ago max)
Entry System	10/27/2017	12/06/17	\$ 6,290.00	\$4,403.00	\$231.74	3.804%	10	\$44.17	\$2.32	OK
Interior Painting	6/15/2017	09/05/17	\$ 9,375.00	\$6,562.50	\$345.39	3.899%	5	\$120.56	\$6.35	OK
Lighting Fixtures	9/21/2017	01/17/18	\$ 1,106.00	\$774.20	\$40.75	3.782%	5	\$14.18	\$0.75	OK
Lighting Fixtures	9/21/2017	10/11/17	\$ 3,740.00	\$2,618.00	\$137.79	3.782%	5	\$47.96	\$2.52	OK
Lighting Fixtures	9/21/2017	10/11/17	\$ 4,875.00	\$3,412.50	\$179.61	3.782%	5	\$62.51	\$3.29	OK
Boiler Replacement	5/22/2017	10/10/17	\$ 23,500.00	\$16,450.00	\$865.79	3.899%	10	\$165.76	\$8.72	OK
Carpet Replacement	7/5/2017	10/11/17	\$ 8,964.00	\$6,274.80	\$330.25	3.782%	5	\$114.94	\$6.05	OK
Roofing	5/22/2017	08/02/17	\$ 6,656.00	\$4,659.20	\$245.22	3.899%	10	\$46.95	\$2.47	OK
Subtotal (with weighted averages)				\$45,154.20	\$2,376.54	3.855%	8	\$547.36	\$28.81	
Place X in cell B19 if property is mixed use.										
Residential square footage										
Other use square footage										
Percent residential use										
Total Cost Per Unit Allocated to Residential Units					\$2,376.54	3.855%	8	\$547.36	\$28.81	

**Oakland Capital Improvement Tenant Profile Worksheet**

<b>Property Address:</b>	378 Grand Ave., Oakland 94610
Total Number of Units:	19
Date Building Acquired:	3/24/2017
Oakland RAP Paid:	Yes
Oakland Business License Paid:	Yes
Oakland Business License Numbr	00195773

**Tenant Information**

Unit #	Tenant Name(s)	Monthly Base Rent	Previous Cap Imp Rents	Other Rents	Total Monthly Rent	RAP Notice Issued (Y/N)	Date RAP Notice Issued
100	Jared Gutekunst	\$536.35	\$0	\$0	\$536.35	Yes	9/28/2018
101	VACANT	\$0.00	\$0	\$0	\$0.00	NA	NA
102	Kevin Kelley	\$1,077.59	\$0	\$0	\$1,077.59	Yes	9/28/2018
103	Maurice Wallace	\$787.29	\$0	\$0	\$787.29	Yes	9/28/2018
104	Ricardo Tavarez	\$1,039.53	\$0	\$0	\$1,039.53	Yes	9/28/2018
105	Patricia LeBron	\$945.61	\$0	\$0	\$945.61	Yes	9/28/2018
106	Nicholas Gaylord	\$1,506.72	\$0	\$0	\$1,506.72	Yes	9/28/2018
201	Nathanael Denny	\$1,746.90	\$0	\$0	\$1,746.90	Yes	9/28/2018
202	Robert Rich	\$1,801.27	\$0	\$0	\$1,801.27	Yes	9/28/2018
203	Carly Myers	\$2,112.83	\$0	\$0	\$2,112.83	Yes	9/28/2018
204	Jennifer Mueller	\$2,150.00	\$0	\$0	\$2,150.00	Yes	9/28/2018
205	Evin Weissenberg ATT: Custome	\$2,100.00	\$0	\$0	\$2,100.00	Yes	9/28/2018
206	Jhaqueline Palominos Valle	\$1,035.00	\$0	\$0	\$1,035.00	Yes	9/28/2018
301	Dennis Agatep	\$1,192.24	\$0	\$0	\$1,192.24	Yes	9/28/2018
302	Meaza Haile (RM)	\$905.00	\$0	\$0	\$905.00	Yes	9/28/2018
303	Beberly Velasquez	\$1,216.48	\$0	\$0	\$1,216.48	Yes	9/28/2018
304	Victoria Wentworth	\$929.45	\$0	\$0	\$929.45	Yes	9/28/2018
305	Krystal Rodriguez	\$1,072.15	\$0	\$0	\$1,072.15	Yes	9/28/2018
306	Daniel Carlton	\$2,274.80	\$0	\$0	\$2,274.80	Yes	9/28/2018

*Cpls. see backside*

DATE:02/12/2019 CK#:70394 TOTAL:\$1,292.00\*\*\* BANK:378 Grand WF OP Account(wf582100)  
PAYEE:City of Oakland(cit005)

Property Account	Invoice - Date	Description	Amount
582-100 90020	00195775 - 02/04/2019	Rent adjustment program fees	1,292.00
			<u>1,292.00</u>

Safeguard

ORIGINAL DOCUMENT PRINTED ON CHEMICAL RESISTIVE PAPER WITH MICROFINISH BORDER

378 Grand Avenue Associates, LP

02/12/2019

70394

Mosser Companies, Inc  
308 Jessie Street  
San Francisco, CA 94103

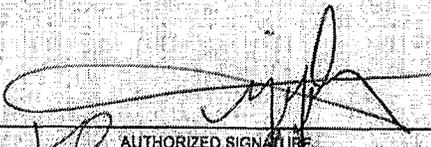
Wells Fargo  
8183717526

11-4288  
1210

PAY EXACTLY:\*\*\* ONE THOUSAND TWO HUNDRED NINETY TWO AND 00/100 DOLLARS

\$1,292.00\*\*\*

PAY  
TO THE  
ORDER OF: City of Oakland  
Rent Adjustment Program  
PO Box 101517  
Pasadena, CA 91189-0009

  
AUTHORIZED SIGNATURE

SIGNATURE

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK TOUCH

⑈070394⑈ ⑆121042882⑆

000017



**INSTRUCTIONS FOR FILING RENT ADJUSTMENT PROGRAM (RAP) DECLARATION**

**Delinquent if paid after March 1, 2019**

**CITY OF OAKLAND**

Office hours: 8:00 AM-4:00 PM Monday, Tuesday, Thursday & Friday | 9:30 AM-4:00 PM on Wednesdays

Office closed on the following holidays: December 25, 2018, January 1, 2019, January 21, 2019, February 12, 2019 and February 18, 2019.

The sections below correspond to the section/line numbers on your RAP Declaration:

**SECTION I - OWNER INFORMATION:**

1. **ACCOUNT NUMBER**
2. **MAILING ADDRESS:** Visit [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM) to make any corrections to the mailing address.
3. **OWNER(S) NAME:** Must match owner(s) name per Alameda County Recorder's Office.
4. **RENTAL LOCATION:** Do NOT attempt to make corrections to Line 4, as it must match the address listed with the Alameda County Recorder's Office.
5. **TOTAL NUMBER OF UNITS:** This is the total number of units for this parcel location per the Alameda County Recorder's Office. If the pre-printed number of units is incorrect, DO NOT MAKE ANY CORRECTIONS. Please contact the Zoning Department at (510) 238-3911.

**SECTION II - CLOSE ACCOUNT:**

- RAP accounts are not automatically closed. The property owner must request closure in writing by indicating the date the rental activity was permanently discontinued or the date the property was sold or foreclosed.
- If this rental property was sold or foreclosed in 2018: No fee is due. Return the signed and dated declaration to ensure the closure of your account.
- If this rental property was sold or foreclosed in 2019: Complete the declaration and remit RAP fee in full. Return the signed and dated declaration, with payment, to ensure cancellation of your account.

**SECTION III - EXEMPTIONS CLAIMED FOR 2019:**

Below is a list of RAP exemptions, per Oakland Municipal Code Section 8.22.030A. Please note, you may be required to submit written proof of your exemption.

- A. Owner-Occupied Unit(s)
  - B. A dwelling unit that is off the rental housing market for the entire fiscal year (attach explanation of the reason why the unit is not on the rental market)
  - C. An accommodation in a motel, hotel, inn, tourist house, rooming house, or boarding house, that is not occupied by the same tenant for thirty (30) or more consecutive days.
  - D. Most healthcare facilities.
  - E. Newly constructed: Attach a copy of the Certificate of Exemption or contact the RAP Department at (510) 238-3721 for more information.
6. **TOTAL NUMBER OF EXEMPT UNITS:** Add Lines A-E and enter total on Line 6

**SECTION IV - NET CHARGEABLE UNITS:**

7. **NET CHARGEABLE UNITS:** Subtract the total of exempt units on Line 6 from Line 5.
8. **RAP FEE DUE:** Multiply Line 7 (Net Chargeable Units) x \$68 and enter amount on Line 8.
- 9-10. **PENALTY & INTEREST DUE:** If the fee is paid after March 1, 2019, calculate the appropriate Penalty and Interest rate as indicated on the declaration.
11. **PRIOR AMOUNT DUE:** This amount represents any unpaid prior RAP fee year(s). Go to [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM) for the most current balance due. This amount is not the fee due for 2019 and must be included in the total amount due on Line 12
12. **TOTAL DUE:** Add Lines 8-11.

**SECTION V - SIGNATURE:**

Please print, sign and date your form. Also, include your phone number.

**REMIT YOUR PAYMENT AND RENT ADJUSTMENT PROGRAM DECLARATION TO:**

City of Oakland, Rent Adjustment Program  
PO Box 45650  
San Francisco, CA 94145-0650

You can now renew and pay your RAP fees online. Log onto [HTTPS://LTSS.OAKLANDNET.COM](https://LTSS.OAKLANDNET.COM) using your account number and personalized PIN. Contact our office at (510) 238-3704, if you have received the previous owner's RAP declaration. Do not make any changes to the previous owner's declaration. All new rental properties must have a new RAP account established in the new owner's name.

For more information visit: <https://www.oaklandca.gov/services/rent-adjustment-program-fee>

**BUSINESS TAX SECTION:** If you operate rental property in Oakland, you are also required to register your property with the Oakland Business Tax Section. Contact the Business Tax Office at 250 Frank H. Ogawa plaza, #1320 to obtain the appropriate form(s) for registration or call (510) 238-3704 for further information.

**000018**

**PROOF OF SERVICE**  
**Case Number L19-0159**

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 Letter of Request for Approval of Rent Increase Petition Filed  
Notice of Settlement Conference and Hearing

**Owner**

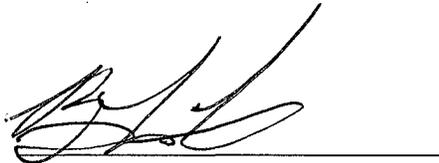
Chantae Hergenroether,  
378 Grand Avenue Associates,  
LP/Mosser Companies Inc.  
308 Jessie Street  
San Francisco, CA 94103

**Owner Representative**

Jill Broadhurst,  
Big City Property Group  
P.O. Box 13122  
Oakland, CA 94661

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.

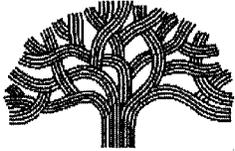
I declare under penalty of perjury under the laws of the State of California that the above is true and correct.  
Executed on **October 09, 2019** in Oakland, CA.



Brittni Lothlen  
Oakland Rent Adjustment Program

**000019**

KM/LM



CITY OF OAKLAND

**RENT ADJUSTMENT PROGRAM**

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

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2019 OCT 29 PM 2:44

**CASE NUMBER L19-0159**

**TENANT RESPONSE CONTESTING RENT INCREASE**

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

Your Name <i>Patricia Lebrón Carlos Aguirreche Soto</i>	Complete Address (with Zip Code) <i>378 Grand Ave #105 Oakland CA 94610</i>	Telephone <i>510 551-9441</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 19

Are you current on your rent? Yes  No

**Rental History:**

Date you entered into the Rental Agreement for this unit: 12/4/12

Date you moved into this unit: 12/4/12

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes  No

Initial Rent: \$ 845<sup>00</sup>/<sub>100</sub>

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity (  ) Water (  ) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( )

Other (if other please specify): \_\_\_\_\_

000020

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes \_\_\_\_\_ No

Please list the date you first received the Notice to Tenants Oct. 15 2019

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To	Yes	No
<del>1/24/2013</del>	<del>1/24/2013</del>	\$ 845	\$ 862	Yes <input checked="" type="checkbox"/>	No
1/23/2015	March 1, 2015	\$ 862	\$ 878	Yes <input checked="" type="checkbox"/>	No
5/24/2018	7/1/18	\$ 878	\$ 945.61	Yes <input checked="" type="checkbox"/>	No
5/29/2019	7/1/19	\$ 945.61	\$ 978.71	Yes <input checked="" type="checkbox"/>	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

**Contested Justification(s) for Rent**

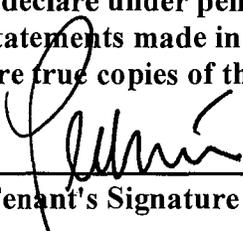
Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- Banking
- Capital Improvements
- Increased Housing Service Costs
- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

**Verification**

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

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

10/29/19  
 \_\_\_\_\_  
 Date

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

\_\_\_\_\_  
 Date

**Important Information**

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

**Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.**

For an appointment to review a file call (510) 238-3721.

**MEDIATION PROGRAM**

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

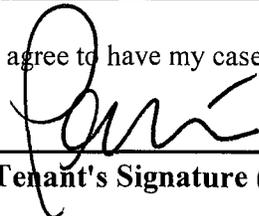
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements.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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

**The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.**

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

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer.

  
\_\_\_\_\_  
Tenant's Signature (for Mediation)

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature (for Mediation)

\_\_\_\_\_  
Date

pg. 1 of 4

Patricia Lebrón  
378 Grand Ave #105  
Oakland CA 94610

10/29/19

TO whom it may concern;

I have been a tenant of 378 Grand Ave for six (6) years. The building was purchased in its "original state" by Mosser Company which in the past few yrs. have been actively purchasing "older" buildings and systematically driving cost <sup>of capital improvements</sup> up and passing cost to tenants.

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OFFICE OF SAN FRANCISCO  
GENERAL INVESTIGATION PROGRAM  
2019 OCT 29 PM 2:44

My husband and I live modestly pay check to paycheck and have been current on our payment. I am a <sup>PROUDLY,</sup> full time student at age 51. Seeking a PhD in Public Policy to support my family in my 3<sup>rd</sup> career change.

080023

Pg. 2 of 4

Patricia Wilson  
378 Grand Ave. #105  
Oakland CA, 94610

10/29/19

Some improvements are "gold plating" such as the entry system was a badge & now we have a fob which was unnecessary. Since our previous system created more security. Anyone can now open the door w/ no key using a fob.

Additionally, the common area upgrades will not last the track of dogs & pedestrian over prisons reg. paint etc. have seen been yrs. of with no tears or need of replacement.

RECEIVED  
CITY OF OAKLAND  
GENERAL ARBITRATION PROGRAM  
2019 OCT 29 PM 2:44

000024

Additionally, there has been  
a decrease of clearing common  
areas. Which happened weekly  
and previous owner had provided.

Pg. 3 of 4

Patricia Lebron  
378 Grand Ave #105  
Oakland CA

10/29/19

Mosser Company's, questionable expenses could have and potentially was avoided, since all of these ~~any~~ repairs ~~happened~~ are performed by their employees. Employees which have themselves commented on their low-salaries. The conditions leading to these repairs had been documented prior to the purchase. And should have warned their investors or done delligent work to avoid the purchase of a "very old property" but heating system was functioning and kept tenants warm for as long as i lived in this building w/out any complaints. I believe

RECEIVED  
CITY OF OAKLAND  
RENT ADMINISTRATION  
10/29 PM 2:14

000026

Pg. 4 of 4

Patricia Lebron  
378 Grand Ave #105  
Oakland CA 94610

10/29/19

The improvement is ~~part of~~ "an over improvement."

As stated in the begining of my objection

since, I am a full time student

these increase of rent would be a economic hardship for my family.

RECEIVED  
OFFICE OF OAKLAND  
RENT ARBITRATION PROGRAM  
2019 OCT 29 PM 3:44

~~It is~~ Mosser is culprit for the continual exodus of families

from Oakland, since there are

very <sup>few</sup> if any affordable places to

live in. I request that as an authority

do NOT grant the increase, therefore

making it clear to the predatory companies

such as Mosser that Oakland is

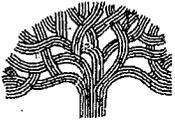
taking a stands against these

unfair rent increases.

Thank you,

Patricia Lebron

000027



CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM

For date stamp

**Intake Analyst Checklist -**  
**Owner Petition**

Case Number: **L19** - \_\_\_\_\_

Hearing Officer: \_\_\_\_\_

RECEIVED  
CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM  
2019 OCT 29 PM 2:44

**Owner Petition**

- Program Service Fees Current (Must attach proof)
- Business License paid (Must attach proof)
- Complete contact information for Owner(s) / Tenant(s)
- Justifications for increase(s) clearly stated
- Supporting Documentation provided (If available)
- Party Signature

**Tenant Response**

- Receipt of **Notice to Tenants** (RAP Notice) indicated *(no)*
- Supporting documentation provided (If available)

Please complete the section below after REVIEW of either **Owner Petition** or **Tenant Response**.  
Return initialed sheet with reviewed documents to the 5<sup>th</sup> floor for date stamp and processing.

Interpreter Services needed; Language: Cantonese / Mandarin / Spanish  
Other Language: \_\_\_\_\_

Analyst Initials:

**000028**

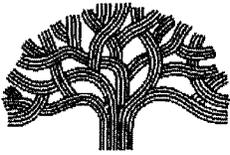
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CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 NOV -1 PM 12:41

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 OCT 32 PM 12:19

KM/LLM



CITY OF OAKLAND

**RENT ADJUSTMENT PROGRAM**

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

**CASE NUMBER L19-0159**

**TENANT RESPONSE CONTESTING RENT INCREASE**

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

Your Name <i>Victoria Wentworth</i>	Complete Address (with Zip Code) <i>378 Grand Ave apt 304 Oakland, CA 94610</i>	Telephone <i>(206) 819-4849</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 19

Are you current on your rent? Yes  No

**Rental History:**

Date you entered into the Rental Agreement for this unit: 6/15/2009

Date you moved into this unit: 6/17/2009

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes  No

Initial Rent: \$ 795.00

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity  Water  Garbage ( ) Parking ( ) Storage ( ) Cable TV ( )

Other (if other please specify): \_\_\_\_\_

000029

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes  No

*Notice of the law given earlier.  
Copy of petition received around 10/1/19*

Please list the date you first received the Notice to Tenants ~~7/1/18~~ ~~1/1/12~~

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To		
<i>A few months before?</i>	<i>7/1/19</i>	<i>\$ 925.45</i>	<i>\$ 961.98</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>same</i>	<i>7/1/18</i>	<i>\$ 863.00</i>	<i>\$ 929.45</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>same</i>	<i>3/1/15</i>	<i>\$ 650.00</i>	<i>\$ 863.00</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>same</i>	<i>1/1/14</i>	<i>\$ 830.00</i>	<i>\$ 860.00</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<i>same</i>	<i>12/1/12</i>	<i>\$ 410.00</i>	<i>\$ 430.00</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
	<i>unsure (bank no longer has records)</i>	<i>\$ 795.00</i>	<i>\$ 410.00</i>	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
		<i>\$</i>	<i>\$</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

**Contested Justification(s) for Rent**

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- |  |                                   |
|--|-----------------------------------|
| <b>Banking</b>                         | <b>Debt Service</b>               |
| <b>Capital Improvements</b>            | <b>Uninsured Repair Costs</b>     |
| <b>Increased Housing Service Costs</b> | <b>Constitutional Fair Return</b> |

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

**Verification**

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

*[Signature]*  
Tenant's Signature

*10/23/19*  
Date

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

\_\_\_\_\_  
Date

**Important Information**

This form must be received at the following address within the time limits prescribed by Oakland Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

**Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.**

For an appointment to review a file call (510) 238-3721.

**MEDIATION PROGRAM**

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

**The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.**

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

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer.

\_\_\_\_\_  
**Tenant's Signature (for Mediation)**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Signature (for Mediation)**

\_\_\_\_\_  
**Date**



MOSSEY  
COMPANIES

10/25/2019

Victoria Wentworth  
378 Grand Ave Apt 304  
Oakland, CA 94610

Received 10/31, reduction  
of 7/1/19 rent increase  
from \$929.45 to \$961.98

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Victoria Wentworth:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated December 2, 2018, with an effective date of February 01, 2019.

Please continue to pay the monthly rent of Nine Hundred Twenty-Nine Dollars and Forty-Five cents (\$929.45) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,

*Lai Yee Pang*

Accounts Receivable  
MOSSEY COMPANIES



**CERTIFICATE OF SERVICE OF NOTICE TO TENANT(S)**

I served the attached Notice to the Tenant(s) of the premises at:

378 Grand Ave Apt 304 In the City of Oakland State of California

which is the  residence  business address of the said Tenant(s), in the manner checked and set forth below:

- 1162 (1) By serving a copy of the Notice at the place(s) and on the date(s) indicated on the following Tenant(s) personally:

Name(s)	Place	Date
_____		
_____		

- 1162 (2) By leaving a copy for the following Tenant(s) on \_\_\_\_\_ with \_\_\_\_\_ a person of suitable age and discretion at the residence business of the Tenant(s), said Tenant(s) being absent from any known place of the residence or business thereof, and then on \_\_\_\_\_ mailing a true copy of said Notice, postage prepaid by U.S. Mail, addressed to the Tenants(s), at the place of residence of the Tenant(s):

Name(s): \_\_\_\_\_

- 1162 (3) By affixing a copy for the following Tenant(s) on 10/25/2019 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 Tenant(s), and no person found residing on the property, and then on 10/25/2019 mailing a true copy of said Notice, postage prepaid, by U.S. Mail to said Tenant(s) at the address of the property as set forth in the Notice:

Name(s): Victoria Wentworth

If called as witness I can testify competently and personally to the forgoing. At the time of service I was over the age of 18 years. I declare under penalty of perjury the foregoing is true and correct.

Executed on 10/25/2019, at OAKLAND, CALIFORNIA

Signature: Lei Yee Pang, Address: 308 Jessie Street, San Francisco, CA 94103  
*Mosser Accounts Receivable*

Tenant Response Statement  
Victoria Wentworth  
378 Grand ave apt #304  
Oakland, CA 94610  
Case #L19-0159

No information has been provided to me as to how much exactly the landlord plans to raise the rent, and when it would go into effect. I have excepted since they started to do superficial work to the building interior that they planned to do whatever they could to excuse the max 10% increase on grounds of capital improvements, and can only assume that is the amount sought since no details are listed in the documentation given to me thus far.

1/3 of the entire \$64,506 claimed is for the boiler replacement, listed as \$23,500. However, up until they replaced it my unit never had heating available, for a period of around 8 years. I relied strictly on space heaters for heating. As I understand it, the capital improvements exception does NOT cover correcting basic habitability violations. \$6,656 is listed for roofing work, if it was to stop potential leaks, I would assume this also falls under basic and required work for habitability.

Furthermore, \$6,290 is claimed for a new entry system. Despite filling out and submitting the form provided to add my unit to this system, it has been around 1.5 years since it was installed, and I have not been added. I continue to function off tenants calling me via cellphone and then walking down to let them in manually.

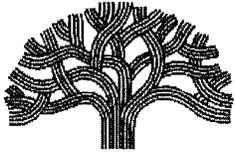
Lastly, the rest is claimed for interior "upgrades" that appeared to be done as cheaply as possible, and were in no way necessary: the lights worked fine, the carpet was not at all worn through. Yet they've claimed \$9,375 for interior painting for common areas, \$8,964 to replace the carpet, and nearly \$10,000 over three separate line items for light fixtures. I've counted 22 light fixtures in common areas, all made of cheap plastic construction, which means over \$400 per light.

My concern since these "improvements" were first undertaken, is that they are attempting to lump in remodel costs for the units that come open and pass it off as common area expenses, thus inflating the numbers and making it possible to put onto the backs of long term, rent controlled tenants. They completely gut and remodel every unit that comes open while refusing to do any more than absolute minimum repairs in rent controlled units. I would like to see absolute proof that expenses from these remodel jobs, which secure them extremely high market rates for the units they alter, are not being lumped into invoices for common area work. It seems like this would be an easy and hard to detect way to inflate invoices for "common area improvements", like \$10,000 for ~22 cheap plastic light fixtures.

Thank you for your consideration,

Victoria Wentworth

000034



CITY OF OAKLAND

RECEIVED

NOV -4 2019

RENT ADJUSTMENT PROGRAM  
OAKLAND

**RENT ADJUSTMENT PROGRAM**

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

**CASE NUMBER L19-0159**

**TENANT RESPONSE CONTESTING RENT INCREASE**

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

Your Name <b>TAVAREZ, RICARDO</b>	Complete Address (with Zip Code) <b>378 Grand Ave #104 Oakland CA 94610</b>	Telephone <b>(831) 214-6733</b>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 19 units on property

Are you current on your rent? Yes X No \_\_\_\_\_

**Rental History:**

Date you entered into the Rental Agreement for this unit: yes

Date you moved into this unit: December 2010

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes \_\_\_\_\_ No X

Initial Rent: \$ \_\_\_\_\_

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity (X) Water (X) Garbage ( ) Parking ( ) Storage ( ) Cable TV ( )

Other (if other please specify): \_\_\_\_\_



**Important Information**

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**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

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**MEDIATION PROGRAM**

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Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

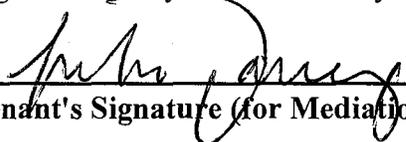
You may choose to have the mediation conducted by a Rent Adjustment Program Hearing Officer or select an outside mediator. Rent Adjustment Program Hearing Officers conduct mediation sessions free of charge. If you and the owner agree to an outside mediator, please call (510) 238-3721 to make arrangements.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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

**The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.**

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

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer.

  
\_\_\_\_\_  
Tenant's Signature (for Mediation)

10/27/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature (for Mediation)

\_\_\_\_\_  
Date

Rent Adjustment Program  
250 Frank Ogawa Plaza  
Oakland, CA 94612

Ricardo J. Tavarez  
378 Grand Avenue #104  
Oakland, CA 94610

October 27, 2019

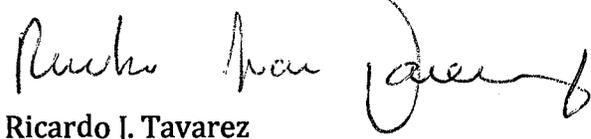
RE: Tenant Response Contesting Rent Increase

To Whom It May Concern:

I am a tenant at 378 Grand Avenue, unit 104 and have lived here for nine years. During this time I have paid my rent on time every month. There have been changes in management over the course of this time but the most recent management company has aggressively pursued increasing the rents of longtime tenants who are in rent-controlled units. After reviewing the list of Capital Improvements, the pricing summary list appears brief and without taking into consideration if the cost was for a repair or an upgrade. It's true that the buildings previous condition may not have had the "curb appeal" that is popular today, but the rugs, light fixtures, and entry system were functional with minimal "wear and tear" as the previous owner, The Enterprise Company, had made numerous repairs prior to the sale of 378 Grand Avenue. For over two years I have requested repairs to my unit and have had on site inspections of failing linoleum, wood floors and crumbling tile grout but have not received replies from management meanwhile market rate units have been continuously upgraded, several of these units remain empty. This is a time to support long-term tenants over momentary renters that regard living at 378 Grand Avenue as a career detour.

I would be priced out of living in Alameda County without rent control. I am a schoolteacher who works mentoring and supporting inner city youth to become productive members of society. My expertise in working with youth is largely due to my ability to invest time in engaging in the community and participating in professional development institutes. This rent increase comes at a time when Oakland, as well as the state of California, is in the midst of a shortage of experienced teachers. As rents increase across the Bay Area, teachers are relegated to leaving the Bay Area or driving extended commutes, often times of over one hour, due to being priced out of the communities where they work. Sadly, these sudden increases devastate our ability to engage students in extracurricular mentoring opportunities such as academic support, sports, arts or clubs.

Your attention to this matter is appreciated,

  
Ricardo J. Tavarez

000038



MOSSIER

May 24, 2018

Ricardo Tavarez  
378 Grand Avenue Apt. #104  
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or 07/01/18, whichever is later, your tenancy of the premises will be changed as follows: Effective 07/1/18, it is necessary that your rental agreement on your garage at Apt #104 be changed as outlined below:

<b>Base Rent</b>		\$	<b>95.00</b>
Allowable Rent Increase	2016 - 2017 (2.0%)	\$	1.90
Allowable Rent Increase	2017 - 2018 (2.3%)	\$	2.19
Allowable Rent Increase	2018 - 2019 (3.4%)	\$	3.23
<b>New Rent</b>		\$	<b>102.32</b>
Rent Program Service Fee		\$	-
<b>Rent &amp; Rent Program Service Fee</b>	<b>July 1, 2018</b>	\$	<b>102.32</b>

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

<b>July 1, 2018</b>		\$	<b>102.32</b>
<b>August 1, 2018</b>	<b>until further notice</b>	\$	<b>102.32</b>

\* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/18 in order to be effective for 08/01/18 \*

Prepared By :

*C. Kehir*  
**Christopher Kehir**  
Mossier Companies

Mossier Companies  
308 Jessie Street  
San Francisco, CA 94103

Telephone 415-284-9000  
Fax 415-284-9020

[www.mossierco.com](http://www.mossierco.com)

000039



MOSSIER

May 24, 2018

Ricardo Tavaréz  
378 Grand Avenue Apt. #104  
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or 07/01/18, whichever is later, your tenancy of the premises will be changed as follows:

Effective 07/1/18, it is necessary that your rental agreement on your Apt #104 be changed as outlined below:

<b>Base Rent</b>		<b>\$ 877.00</b>
Allowable Rent Increase	2016 - 2017 (2.0%)	\$ 17.54
Allowable Rent Increase	2017 - 2018 (2.3%)	\$ 20.17
Allowable Rent Increase	2018 - 2019 (3.4%)	\$ 29.82
<b>New Rent</b>		<b>\$ 944.53</b>
Rent Program Service Fee		\$ 34.00
<b>Rent &amp; Rent Program Service Fee</b>	<b>July 1, 2018</b>	<b>\$ 978.53</b>

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

**July 1, 2018** \$ 978.53

**August 1, 2018** until further notice \$ 944.53

*The amounts shown above are for **Apartment Rent Only** and not included rent amounts due for any Garage and/or Storage units and/or Pet Rent you may also currently be renting and obligated to pay.*

\* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/18 in order to be effective for 08/01/18 \*

Prepared By :

*C. Kehir*

Christopher Kehir  
Mossier Companies

# Tenant Ledger

**Richardo J. Tavarez**  
**378 Grand Avenue**  
**Cell#:831-214-6733**  
**Oakland, CA 94610**

Date: 02/07/12  
 Tenant Code: TavarezR  
 Property: GrandAve  
 Unit: 104  
 Status: Current  
 Rent: 810.00  
 Deposit: 1,050.00  
 Move In Date: 12/01/10  
 Move Out Date:  
 Due Day: 1  
 Tel# (O):  
 Tel# (H):

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
11/23/10	Deposit	1,050.00		1,050.00
11/23/10	chk# 1106405904 Move-In:		1,000.00	50.00
11/29/10	chk# 1155606994		900.00	-850.00
12/01/10	Rent for 31 Days	795.00		-55.00
12/01/10	Ricardo Parking	55.00		0.00
01/01/11	Electric Usage	6.66		6.66
01/01/11	Rent	795.00		801.66
01/06/11	chk# 1121		801.66	0.00
02/01/11	Electric Usage	6.91		6.91
02/01/11	Rent	795.00		801.91
02/04/11	chk# 1122		801.91	0.00
03/01/11	Electric Usage	9.07		9.07
03/01/11	Rent	795.00		804.07
03/03/11	chk# 1123		804.07	0.00
04/01/11	Electric Usage	8.46		8.46
04/01/11	Rent	795.00		803.46
04/05/11	chk# 1044		803.46	0.00
05/01/11	Electric Usage	6.86		6.86
05/01/11	Rent	795.00		801.86
05/03/11	chk# 1125		801.86	0.00
06/01/11	Electric Usage	5.27		5.27
06/01/11	Rent	795.00		800.27
06/06/11	chk# 1046		800.27	0.00
07/01/11	Rent	795.00		795.00
07/07/11	Late Fee	30.00		825.00
07/11/11	chk# 1106		795.00	30.00
08/01/11	Rent	795.00		825.00
08/04/11	chk# 1063		35.00	790.00
08/04/11	chk# 1091		795.00	-5.00
09/01/11	Rent	795.00		790.00
09/06/11	chk# 1092		795.00	-5.00
10/01/11	Rent	795.00		790.00
10/01/11	ParkingSpace#4 Begins	55.00		845.00
10/06/11	chk# 1018		850.00	-5.00
11/01/11	Rent	795.00		790.00

CONTINUED

000041

# Tenant Ledger

**Richardo J. Tavarez**  
**378 Grand Avenue**  
**Cell#:831-214-6733**  
**Oakland, CA 94610**

**Date:** 02/07/12  
**Tenant Code:** TavarezR  
**Property:** GrandAve  
**Unit:** 104  
**Status:** Current  
**Rent:** 810.00  
**Deposit:** 1,050.00  
**Move In Date:** 12/01/10  
**Move Out Date:**  
**Due Day:** 1  
**Tel# (O):**  
**Tel# (H):**

Date	Description	Charges	Payments	Balance
	Balance Forward			790.00
11/01/11	Parking Space#4 BlackCivic	55.00		845.00
11/03/11	chk# 1019		850.00	-5.00
12/01/11	Rent	810.00		805.00
12/01/11	Parking Space#4 BlackCivic	55.00		860.00
12/06/11	chk# 1094		850.00	10.00
01/01/12	Rent	810.00		820.00
01/01/12	Parking Space#4 BlackCivic	55.00		875.00
01/06/12	chk# 1020		765.00	110.00
02/01/12	Rent	810.00		920.00
02/01/12	Parking Space#4 BlackCivic	55.00		975.00
02/06/12	chk# 1022		865.00	110.00

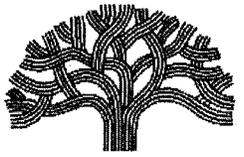
Current	30 Days	60 Days	90 Days	Amount Due
55.00	55.00	0.00	0.00	110.00

**000042**

KM/LM

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 NOV -7 AM 10: 38



CITY OF OAKLAND

### RENT ADJUSTMENT PROGRAM

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

**CASE NUMBER L19-0159**

### TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <i>Kevin Kelleg</i>	Complete Address (with Zip Code) <i>378 Grand Ave Apt 102 Oakland, CA 94610</i>	Telephone <i>415-613-1525</i>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 19

Are you current on your rent? Yes  No

**Rental History:**

Date you entered into the Rental Agreement for this unit: May ~~2008~~ 2009

Date you moved into this unit: June 1 2009

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes  No

Initial Rent: \$ 985.00

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity ( Water ( Garbage ( ) Parking ( ) Storage ( ) Cable TV ( )

Other (if other please specify): \_\_\_\_\_

000043

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes \_\_\_\_\_ No \_\_\_\_\_

Please list the date you first received the Notice to Tenants 10/9/19

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To		
<del>04/2019</del>	<del>7/1/2019</del>			Yes	No
01/1/2019	7/1/2019	\$ 1077.59	\$ 1115.31	Yes	<input checked="" type="checkbox"/> No
4/1/2018	7/1/2018	\$ 985.00	\$ 1077.59	Yes	<input checked="" type="checkbox"/> No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No
		\$	\$	Yes	No

**Contested Justification(s) for Rent**

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

- Banking
- Capital Improvements
- Increased Housing Service Costs

- Debt Service
- Uninsured Repair Costs
- Constitutional Fair Return

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

**Verification**

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

Kevin Kelly  
Tenant's Signature

11/7/19  
Date

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

\_\_\_\_\_  
Date

**Important Information**

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

**The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.**

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

I agree to have my case mediated by a Rent Adjustment Program Staff Hearing Officer.

                    K K K Kevin Kellej                    

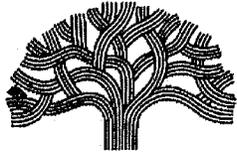
**Tenant's Signature (for Mediation)**

                    11/7/19                    

**Date**

\_\_\_\_\_  
**Tenant's Signature (for Mediation)**

\_\_\_\_\_  
**Date**



CITY OF OAKLAND

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 NOV -7 PM 3:24

KM/LM

### RENT ADJUSTMENT PROGRAM

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

CASE NUMBER L 19-0159

### TENANT RESPONSE CONTESTING RENT INCREASE

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

Your Name <b>Maurice Wallace</b>	Complete Address (with Zip Code) <b>378 Grand Ave. #103 Oakland, CA 94610</b>	Telephone <b>(510) 329-0507</b>
Your Representative's Name	Complete Address (with Zip Code)	Telephone

Number of Units on the parcel: 19

Are you current on your rent? Yes  No

#### **Rental History:**

Date you entered into the Rental Agreement for this unit: 9/1/1998

Date you moved into this unit: 9/1/1998

Is your rent subsidized or controlled by any government agency, including HUD (section 8)?

Yes  No

Initial Rent: \$ 450.00

Initial rent included (please check all that apply)

( ) Gas ( ) Electricity  Water  Garbage ( ) Parking ( ) Storage ( ) Cable TV ( ) Other  
(if other please specify)

Did you receive the City of Oakland's NOTICE TO TENANTS OF RESIDENTIAL RENT  
ADJUSTMENT PROGRAM at any time during your tenancy in this unit?

Yes  No

Please list the date you first received the Notice to Tenants 10/12/2019

List all increases your received. Begin with the most recent and work backwards. Attach most recent rent increase notice. If you need additional space please attach another sheet.

Date Notice Given (Mo/Day/Yr)	Date Increase Effective	Rent Increased		Did you receive a NOTICE TO TENANTS with the notice of rent increase?	
		From	To		
7/1/2019	8/1/2019	\$ 787.29	\$ 814.85	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
7/1/2018	8/1/2019	\$ 731.29	\$ 787.29	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/22/2014	7/1/2014	\$ 706.00	\$719.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/23/2013	7/1/2013	\$ 692.00	\$706.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/23/2012	7/1/2012	\$672.00	\$692.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
5/19/2010	7/1/2010	\$ 642.00	\$659.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
4/24/2009	6/1/2009	\$ 623.00	\$642.00	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

**Contested Justification(s) for Rent**

Please attach a brief statement explaining why the owner is not entitled to the proposed increase. The legal justifications are Banking, Capital Improvements, Increased Housing Service Costs, Debt Service, Uninsured Repair Costs, and Necessary to Meet Constitutional Fair Return requirements.

**Banking**  
**Capital Improvements**  
**Increased Housing Service Costs**

**Debt Service**  
**Uninsured Repair Costs**  
**Constitutional Fair Return**

For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations on the City of Oakland web site. The property owner has the burden of proving the contested rent increase is justified.

**Verification**

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

Maurice Wallace  
 Tenant's Signature

11/6/2019  
 Date

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

\_\_\_\_\_  
 Date

**Important Information**

This form must be received at the following address within the time limits prescribed by Oakland

Municipal Code, Chapter 8.22. City of Oakland, Housing Residential Rent & Relocation Board, Dalziel Building, 250 Frank H. Ogawa Plaza Suite 5313, Oakland, CA 94612. For more information, please call: 510-238-3721.

**You cannot get an extension of time to file your Response by telephone.**

**File Review**

You should have received with this letter a copy of the landlord petition.

**Copies of attachments to the petition will not be sent to you. However, you may review these in the Rent Program office. Files are available for review by appointment ONLY.**

For an appointment to review a file call (510) 238-3721.

**MEDIATION PROGRAM**

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

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

Mediation will be scheduled only if both parties agree (after both your petition and the owner's response have been filed with the Rent Adjustment Program).

**The Rent Adjustment Program will not schedule a mediation session if the owner does not file a response to the petition. Rent Board Regulation 8.22.100.A.**

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

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

Maurice Wallace  
\_\_\_\_\_  
Tenant's Signature (for Mediation)

11/6/2019  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant's Signature (for Mediation)

\_\_\_\_\_  
Date

Good Day,

My name is Maurice on 10/12/19 Saturday I received in the mail a letter, from the City of Oakland Housing & Community Development Department Rent Adjustment Program.

The letter is a Property Owner Petition for Approval of Rent Increase. The Property Owner is passing the cost for my buildings Capital Improve Project, onto the (19) building tenants.

The total project cost was (\$64,506.00), for lighting fixtures, interior painting, carpet replacement, boiler replacement and roofing repair. The letter reads that property owner is looking to raise the tenants rent beyond the allowable rent increase, for the City Of Oakland, Ca.

My rent was just recently increased during the month of August 2019, I understand the building cost for the Property Owner, but my rent was just recently raised.

Lastly, I just received (RE): Recession of 30-Day Notice of Change Terms of Tenancy notice. The letter is advising me that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated December 2, 2019, with an effective date of February 1<sup>st</sup> 2019, now my rent is changing back to \$787.29 effective December 2019, I'm not sure what's happening with all the back and forth rent increases and decreases?

I've enclosed the recent – RE: Recession of 30-Day Notice of Change Terms of Tenancy letter.

Any suggestions would be greatly appreciated.

Thank you so much for your time,

Maurice Wallace

000049



MOSSER

May 29, 2019

**Maurice Wallace**  
378 Grand Avenue Apt. #103  
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or 07/01/19, whichever is later, your tenancy of the premises will be changed as follows: Effective 07/01/19, it is necessary that your rental agreement on your Apt #103 be changed as outlined below:

<b>Base Rent</b>		<b>\$ 787.29</b>
Allowable Rent Increase	2019 - 2020 (3.5%)	\$ 27.56
<b>New Rent</b>		<b>\$ 814.85</b>
Rent Program Service Fee		\$ 34.00
<b>Rent &amp; Rent Program Service Fee</b>	<b>July 1, 2019</b>	<b>\$ 848.85</b>

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

<b>July 1, 2019</b>		<b>\$ 848.85</b>
<b>August 1, 2019</b>	<b>until further notice</b>	<b>\$ 814.85</b>

\* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/19 in order to be effective for 08/01/19 \*

Prepared By :

*C. Kehir*  
**Christopher Kehir**  
Mosser Companies



**CERTIFICATE OF SERVICE OF NOTICE TO TENANT(S)**

I served the attached Notice to the Tenant(s) of the premises at:

**378 Grand Avenue Apt. #103** in the City of Oakland State of California  
which is the  residence  business address of the said Tenant(s), in the manner checked and set forth below:

- 1162 (1) By serving a copy of the Notice at the place(s) and on the date(s) indicated on the following Tenant(s) personally:

Name(s) Place Date

\_\_\_\_\_  
\_\_\_\_\_

- 1162 (2) By leaving a copy for the following Tenant(s) on \_\_\_\_\_ with \_\_\_\_\_ a person of suitable age and discretion at the residence business of the Tenant(s), said Tenant(s) being absent from any known place of the residence or business thereof, and then on \_\_\_\_\_ mailing a true copy of said Notice, postage prepaid by U.S. Mail, addressed to the Tenants(s), at the place of residence of the Tenant(s):

Name(s): \_\_\_\_\_

- 1162 (3) By affixing a copy for the following Tenant(s) on 05/29/2019 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 Tenant(s), and no person found residing on the property, and then on 05/29/2019 mailing a true copy of said Notice, postage prepaid, by U.S. Mail to said Tenant(s) at the address of the property as set forth in the Notice:

Name(s): Maurice Wallace

If called as witness I can testify competently and personally to the forgoing. At the time of service I was over the age of 18 years. I declare under penalty of perjury the foregoing is true and correct.

Executed on 5/29/2019, at OAKLAND, CALIFORINA

Signature: C. Kehir, Address: 308 Jessie Street, San Francisco, CA 94103  
*Christopher Kehir*



MOSSER

May 24, 2018

**Maurice Wallace**  
378 Grand Avenue Apt. #103  
Oakland, CA 94610

**CHANGE OF TERMS**

You are hereby notified in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this notice, or 07/01/18, whichever is later, your tenancy of the premises will be changed as follows:

Effective 07/1/18, it is necessary that your rental agreement on your Apt #103 be changed as outlined below:

<b>Base Rent</b>		<b>\$ 731.00</b>
Allowable Rent Increase	2016 - 2017 (2.0%)	\$ 14.62
Allowable Rent Increase	2017 - 2018 (2.3%)	\$ 16.81
Allowable Rent Increase	2018 - 2019 (3.4%)	\$ 24.85
<b>New Rent</b>		<b>\$ 787.29</b>
Rent Program Service Fee		\$ 34.00
<b>Rent &amp; Rent Program Service Fee</b>	<b>July 1, 2018</b>	<b>\$ 821.29</b>

All other terms and conditions remain in effect. Any advice regarding this notice may be obtained from City of Oakland Rent Adjustment Program Regulations.

**July 1, 2018** \$ 821.29

**August 1, 2018** until further notice \$ 787.29

*The amounts shown above are for **Apartment Rent Only** and not included rent amounts due for any Garage and/or Storage units and/or Pet Rent you may also currently be renting and obligated to pay.*

\* If you have been paying rent through online payment using Rent Café (i.e. AUTOPAY, DEACTIVATED). Please make a onetime payment for July and reset the recurring (automatic) payment before 07/28/18 in order to be effective for 08/01/18 \*

Prepared By :

*C. Kehir*  
**Christopher Kehir**  
Mosses Companies



10/25/2019

Maurice Wallace  
378 Grand Ave Apt 103  
Oakland, CA 94610

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Maurice Wallace:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated December 2, 2018, with an effective date of February 01, 2019.

Please continue to pay the monthly rent of Seven Hundred Eighty-Seven Dollars and Twenty-Nine cents (\$787.29) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,

*Lai Yee Pang*

Accounts Receivable  
MOSSER COMPANIES



CERTIFICATE OF SERVICE OF NOTICE TO TENANT(S)

I served the attached Notice to the Tenant(s) of the premises at:

378 Grand Ave Apt 103 in the City of Oakland State of California

which is the  residence  business address of the said Tenant(s), in the manner checked and set forth below:

- 1162 (1) By serving a copy of the Notice at the place(s) and on the date(s) indicated on the following Tenant(s) personally:

Name(s) Place Date

\_\_\_\_\_  
\_\_\_\_\_

- 1162 (2) By leaving a copy for the following Tenant(s) on \_\_\_\_\_ with \_\_\_\_\_ a person of suitable age and discretion at the residence business of the Tenant(s), said Tenant(s) being absent from any known place of the residence or business thereof, and then on \_\_\_\_\_ mailing a true copy of said Notice, postage prepaid by U.S. Mail, addressed to the Tenants(s), at the place of residence of the Tenant(s):

Name(s): \_\_\_\_\_

- 1162 (3)

By affixing a copy for the following Tenant(s) on 10/25/2019 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 Tenant(s), and no person found residing on the property, and then on 10/25/2019 mailing a true copy of said Notice, postage prepaid, by U.S. Mail to said Tenant(s) at the address of the property as set forth in the Notice:

Name(s): Maurice Wallace

If called as witness I can testify competently and personally to the forgoing. At the time of service I was over the age of 18 years. I declare under penalty of perjury the foregoing is true and correct.

Executed on 10/25/2019, at OAKLAND, CALIFORNIA

Signature: Lai Yee Fong, Address: 308 Jessie Street, San Francisco, CA 94103  
*Mosser Accounts Receivable*

THE  
**ENTERPRISE**  
COMPANY

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REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

May 22, 2015

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Unfortunately, based upon increased costs it is necessary to increase your rent \$12 per month, effective July 01, 2015. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 1.7%, this increase falls within that maximum.

Additionally, please find enclosed the Notice of Change of Terms of Tenancy included with this letter and the City of Oakland Residential Rent Adjustment Program.

Sincerely,



**000055**

THE  
**ENTERPRISE**  
COMPANY

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REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or July 01, 2015, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 731.00, instead of \$ 719.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: May 22, 2015



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Owner/Agent

000056

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...
To contest a rent increase, you must file a petition with the RAP within sixty (60) days...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls...
Oakland charges owners a Rent Program Service Fee per unit per year.

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 103, 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 lóii cuúa ngòðøi thueâ trong Oakland nøy cưỡng còu bàeng tieáng Việät. Nẻã còu moắt baun sao, xin goii (510) 238-3721.

THE  
**ENTERPRISE**  
COMPANY

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REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

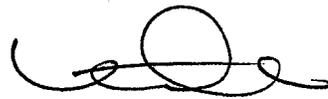
To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or July 01, 2014, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 719.00, instead of \$ 706.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: May 22, 2014



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Owner/Agent

**000058**

THE  
**ENTERPRISE**  
COMPANY

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REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

May 22, 2014

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Your rent has remained at the same level for one year. Unfortunately, based upon increased costs it is necessary to increase your rent \$13 per month, effective July 01, 2014. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 1.9%, this increase falls within that maximum.

Additionally, please find enclosed the Notice of Change of Terms of Tenancy included with this letter and the City of Oakland Residential Rent Adjustment Program.

Sincerely,



William D. McLetchie

000059

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

May 23, 2013

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Your rent has remained at the same level for one year. Unfortunately, based upon increased costs it is necessary to increase your rent \$14 per month, effective July 01, 2013. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 2.1%. This increase falls within that maximum.

Additionally, please find enclosed the Notice of Change of Terms of Tenancy included with this letter.

Sincerely,



William D. McLetchie

000060

THE  
**ENTERPRISE**  
COMPANY

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REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or July 01, 2013, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 706.00, instead of \$ 692.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: May 23, 2013



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Owner/Agent

000061

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

May 23, 2012

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Your rent has remained at the same level for one year. Unfortunately, based upon increased costs it is necessary to increase your rent \$20 per month, effective July 01, 2012. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 3%. This increase falls within that maximum.

Additionally, I am enclosing the Notice of Change of Terms of Tenancy enclosed with this letter.

Sincerely,



William D. McLetchie

000062

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or July 01, 2012, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 692.00, instead of \$ 672.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: May 23, 2012



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Owner/Agent

000063

THE  
ENTERPRISE

COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

September 21, 2010

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

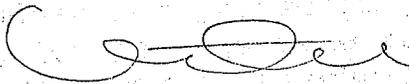
Dear Mr. Wallace:

The Enterprise Company would like to call your attention to the increase in your rent commencing July 01, 2010, of \$17 per month, from \$642 per month to \$659 per month. Please find enclosed a copy of the rent increase letter and notice mailed to you May 19, 2010.

Your account presently reflects a balance due in the amount of \$42.78. We have received rent checks from you for July, August and September 2010 less than the increase amount due. Please adjust your October 2010 rent check to reflect the increase of \$659 and going forward. We would also appreciate you adding the additional amount owed of \$42.78 to your October 2010 payment, or you may send a separate check for the amount as soon as possible in order to bring your account current and at a zero balance.

We would like to thank you in advance for your attention to this matter and look forward to your prompt payment.

Sincerely,



William D. McLetchie

000064

THE  
ENTERPRISE

COMPANY

---

REAL ESTATE SALES AND MANAGEMENT

2909 McClure Street, Oakland, California 94609, (510) 444-0876

May 19, 2010

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Your rent has remained at the same level for one year. Unfortunately, based upon increased costs it is necessary to increase your rent \$17 per month, effective July 01, 2010. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 2.7%. This increase falls within that maximum.

I am enclosing the Notice of Change of Terms of Tenancy and the City of Oakland Notice to Tenants of Residential Adjustment Program.

Sincerely,



William D. McLetchie

000065

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or July 01, 2010, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 659.00, instead of \$ 642.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: May 19, 2010



Owner/Agent

000066

THE  
ENTERPRISE

COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

April 24, 2009

Maurice Wallace  
378 Grand Avenue, Apt. # 103  
Oakland, CA 94610

Dear Mr. Wallace:

Your rent has remained at the same level for one year. Unfortunately, based upon increased costs it is necessary to increase your rent \$19 per month, effective June 01, 2009. The current City of Oakland Rent Adjustment Program, CPI rent increase percentage allowed is 3.2%. This increase falls within that maximum.

I am enclosing the Notice of Change of Terms of Tenancy and the City of Oakland Notice to Tenants of Residential Adjustment Program.

Sincerely,



William D. McLetchie

WDT/sh

000067

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

**THIRTY DAY NOTICE OF CHANGE OF MONTHLY RENT**

To: Maurice Wallace

and to all residents (tenants and subtenants) in possession of the premises located at 378 Grand Avenue, Apt.# 103, Oakland, CA, 94610.

You are hereby notified in accordance with Civil Code Section 827, that 30 days after service upon you of this Notice, or June 01, 2009, whichever is later, your monthly rent which is payable in advance on or before the first day of each month, will be the sum of \$ 642.00, instead of \$ 623.00, the current monthly rent.

Except as herein provided, all other terms of your tenancy shall remain in full force and effect.

DATE: April 24, 2009

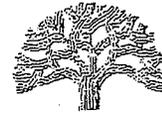


Owner/Agent

000068

# CITY OF OAKLAND

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



Community and Economic Development Agency  
Rent Adjustment Program

(510) 238-3721  
FAX (510) 238-3691  
TDD (510) 238-3254

## NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.

If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.

To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.

Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

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

The Nuisance Eviction Ordinance (O.M.C. Chapter 8.23) may require that a tenant who commits or permits certain illegal acts in the Rental Unit or on the land on which the unit is located or in the common areas of the rental complex must be evicted. If the owner does not evict, the City Attorney may do so.

### TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit 103, the unit you plan to rent.
- Smoking (circle one) IS or IS NOT permitted in other units of your building. (If both smoking and non-smoking units exist in the tenant's building, attach a list of units in which smoking is permitted.)
- Smoking is PROHIBITED in all common areas, both indoors and outdoors.
- There (circle one) IS or IS NOT a designated outdoor smoking area. It is located at \_\_\_\_\_

I received a copy of this notice on \_\_\_\_\_

\_\_\_\_\_

此份屋書(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.

Bản Thông Báo quyền lợi của người thuê ở trong Oakland này có bản tiếng Việt. Nếu cần một bản sao, xin gọi (510) 238-3721.

000069

THE  
**ENTERPRISE**  
COMPANY

---

REAL ESTATE SALES AND MANAGEMENT  
2909 McClure Street, Oakland, California 94609, (510) 444-0876

## Smoking Status

378 Grand Avenue  
Oakland, CA 94610  
April 2009

The following apartments are existing smoking units. As residents move out, they will be converted into "no smoking" apartments.

Apt. #

---

100	201	301
101	203	304
102	204	305
103	205	
104	206	
105		
106		

000070

# **378 GRAND AVENUE APARTMENTS**

**378 GRAND AVENUE OAKLAND, CALIFORNIA 94610 TEL.(510) 832-2018**

## **TENANT RULES AND REGULATIONS**

**(ADDENDUM TO RESIDENTIAL RENTAL AGREEMENT)**

Welcome to 378 Grand Avenue Apartments. We are proud that you have chosen 378 Grand Avenue Apartments for your home, and we hope to have you with us as tenants for many years to come. We strive to provide you with the best value that your housing dollar can buy.

Throughout many years of experience, we have established rules, regulations and general policies that we have found necessary to ensure the happiness of all tenants. Please keep this information on hand for easy reference. We trust that these policies will help us to maintain a harmonious relationship.

Each tenant is responsible for the actions of their families and guests. Please ask your families and guests to be courteous to others and to adhere to these policies.

If you have questions regarding any policy stated herein, please call the Manager, **Randy Newcomb, at 510-832-2018.**

The manager is available during the hours of 9:00am to 5:00 pm.

The managers mailing address is 378 Grand Avenue Apt. #301  
Oakland, CA. 94610

The following terms and conditions are hereby incorporated in and made a part of the Residential Rental Agreement dated 9/1/98, covering the rental property located at 378 Grand Avenue Apt # 103, executed by Maurice Wallace as Tenant and Chris Jones as Owner/Manager.

Notice is hereby given of the existence of the City of Oakland's Residential Rent Arbitration Ordinance No. 11758 C.M.S. The Ordinance is administered by the Residential Rent Arbitration Section of the Office of Housing and neighborhood Development. This Ordinance limits rent increases after the inception of a new tenancy and shall apply to any occupied unit in the city of Oakland where the rent increases within a 12 month period exceeds the annual rate set by the City Counsel.Board For Further details contact The Housing, Residential Rent and Relocation Office located at 250 Frank Ogawa Plaza, Suite 3315 Oakland, CA. 94612. Call 510-238-3721.

000071

# **378 GRAND AVENUE APARTMENTS**

**378 GRAND AVENUE OAKLAND, CALIFORNIA TEL. (510) 832-2018**

Date: October 14, 1999

To: Maurice Wallace  
378 Grand Ave. Apt #103  
Oakland, CA. 94610

From: Randy Newcomb  
136 East 12<sup>th</sup> St.  
Oakland, CA. 94606

Dear Mr. Wallace,

This letter is in confirmation of existing security deposits of which we have a record.

Your security deposit amount is \$600. If this is not correct please provide a copy of documentation that substantiates what you believe the deposit amount to be.

Thank you for your attention to this matter. Please call me by dialing (510)832-2018 if you have any questions regarding this matter.

Sincerely,

  
Randy Newcomb  
Manager

~~THANK YOU~~

~~165569~~

~~ALL SECURITY THINGS ARE~~

~~162063~~

000072

# 378 GRAND AVE APARTMENTS L.L.C.

378 GRAND AVENUE OAKLAND, CALIFORNIA 94610

## NOTICE OF CHANGE IN TERMS OF TENANCY

To Maurice Wallace, Tenant in Possession  
378 grand Avenue Apt # 103  
Oakland, CA. 94610

YOU ARE HERBY NOTIFIED that the terms of tenancy under which you occupy the above-described premises are to be changed.

Effective 5-01-08, 20  , there will be the following changes:

rent increase FROM \$603 to \$623

Dated this    day of 30-03-08, 20  .

Owner/Manager Meera Maile

This Notice was served by the Owner/Manager in the following manner (check those which apply):

- by personal delivery to the tenant,
- by leaving a copy with someone on the premises other than the tenant,
- by mailing,
- by posting.

Hi Wallace. Can you please sign and return  
the second page.  
Thank you.  
meera

000073

City of Oakland Rent Adjustment Program

Tenant Response

Case **L19-0159**  
 Property Address **378 Grand Ave.**

Party	Name	Address	Mailing Address
Tenant	Daniel Carlton	378 Grand Ave. #306 Oakland, CA 94610	
Tenant	Krystal Rodriguez	378 Grand Ave. #305 Oakland, CA 94610	
Tenant	Victoria Wentworth	378 Grand Ave. #304 Oakland, CA 94610	
Tenant	Beberly Velasquez	378 Grand Ave. #303 Oakland, CA 94610	
Tenant	Meaza Haile	378 Grand Ave. #302 Oakland, CA 94610	
Tenant	Dennis Agatep	378 Grand Ave. #301 Oakland, CA 94610	
Tenant	Jhaqueline Palominos Valle	378 Grand Ave. #206 Oakland, CA 94610	
Tenant	Evin Weissenberg	378 Grand Ave. #205 Oakland, CA 94610	
Tenant	Jennifer Mueller	378 Grand Ave. #204 Oakland, CA 94610	
Tenant	Carly Myers	378 Grand Ave. #203 Oakland, CA 94610	
Tenant	Robert Rich	378 Grand Ave. #202 Oakland, CA 94610	
Tenant	Nathanael Denny	378 Grand Ave. #201	

**RECEIVED**  
 NOV 12 2019  
 RENT ADJUSTMENT PROGRAM  
 OAKLAND

000074

City of Oakland Rent Adjustment Program

Tenant Response

Case **L19-0159**  
Property Address **378 Grand Ave.**

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		Oakland, CA 94610
Tenant	Nicholas Gaylord	378 Grand Ave. #106 Oakland, CA 94610
Tenant	Patricia LeBron	378 Grand Ave. #105 Oakland, CA 94610
Tenant	Ricardo Tavaréz	378 Grand Ave. #104 Oakland, CA 94610
Tenant	Maurice Wallace	378 Grand Ave. #103 Oakland, CA 94610
Tenant	Kevin Kelley	378 Grand Ave. #102 Oakland, CA 94610
Tenant	Resident	378 Grand Ave. #101 Oakland, CA 94610
Tenant	Jared Gutekunst	378 Grand Ave. #100 Oakland, CA 94610
Owner	Chantae Hergenroether 378 Grand Avenue Associates, LP/Mosser Companies Inc. (628) 895-5809 chergenroether@mosserco.com	308 Jessie Street  San Francisco, CA 94103
Representative	Jill Broadhurst Big City Property Group (510) 838-0655 bigcitypg@gmail.com	P.O. Box 13122  Oakland, CA 94661

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000075

City of Oakland Rent Adjustment Program

Tenant Response

Case L19-0159  
Property Address 378 Grand Ave.

Rental Property Information

Type of unit you rent Apartment, Room or Live-work

Total number of units

Are you current on your rent? Yes

Please explain why the property owner is not entitled to the proposed increase.

Rent History

When did you move into the unit? 08-20-2012

When did you enter into the rental agreement for this unit? 08-20-2012

When did you move into the unit? 08-20-2012

Initial monthly rent 850

When did the property owner first provide you with the RAP Notice, a written notice of the existence of the Rent Adjustment Program? 5-24-2018

I was given a RAP NOTICE by my property owner. Yes

Rent Increase

RAP Notice Given	RAP Notice Date	Increase Effective Date	Increase From	Increase To
No	5/29/2019	7/1/2019	967.15	1001

Mediation

Mediation Requested No

000077

MOSSER



10/25/2019

Victoria Wentworth  
378 Grand Ave Apt 305  
Oakland, CA 94610

RE REcession of 30-Day Notice of Change Terms of Tenancy

Dear Krystal Rodriguez:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated December 2, 2018, with an effective date of February 01, 2019.  
Please continue to pay the monthly rent of One Thousand Seventy-Two Dollars and Fifteen cents (\$1,072.15) effective December 2019 until further notice.  
Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,  
*For Joe Song*  
Accounts Receivable  
MOSSER COMPANIES

VED  
1019  
PROGRAM

10/24 - 11/15  
49-0169  
doss  
Wentworth

MOSSER

RECEIVED

CERTIFICATE OF SERVICE OF NOTICE TO TENANT(S) 2-2019

RENT ADJUSTMENT PROGRAM  
OAKLAND

I served the attached Notice to the Tenant(s) of the premises at

178 Grand Ave Apt 305 in the City of Oakland State of California

which is the  residence  business address of the said Tenant(s), in the manner checked and set forth below.

1162 (1) By serving a copy of the Notice at the place(s) and on the date(s) indicated on the following Tenant(s) personally:

Name(s)	Place	Date

1162 (2) By leaving a copy for the following Tenant(s) on \_\_\_\_\_ with \_\_\_\_\_ a person of suitable age and discretion at the residence/business of the Tenant(s), said Tenant(s) being absent from any known place of the residence or business thereof, and then on \_\_\_\_\_ mailing a true copy of said Notice, postage prepaid by U.S. Mail, addressed to the Tenant(s), at the place of residence of the Tenant(s):

Name(s): \_\_\_\_\_

1162 (3) By affixing a copy for the following Tenant(s) on 10/26/2019 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 Tenant(s), and no person found residing on the property, and then on 10/25/2019 mailing a true copy of said Notice, postage prepaid, by U.S. Mail to said Tenant(s) at the address of the property as set forth in the Notice:

Name(s): Victoria Wentworth

I called as witness I can testify competently and personally to the foregoing. At the time of service I was over the age of 18 years. I declare under penalty of perjury the foregoing is true and correct.

Executed on 10/25/2019 at OAKLAND, CALIFORNIA

Signature: [Signature] Address: 308 Jessie Street, San Francisco, CA 94103

Mobile: [Number] Email: [Address]

000078

Re: Wrong Terms of Tenancy dated on Recession of 30-Day Notice of Change Terms of Tenancy

RECEIVED

NOV 12 2019

RENT ADJUSTMENT PROGRAM  
OAKLAND

Dear Tenants,

This letter is to inform you that we found an error on your Rent Recession Notice that sent out on 10/25/2019. We attached the correct one in this mail for you. Please see the second page for your rent recession notice.

If you have further question, please contact me during our business hours Mon-Fri 09:00 AM - 05:00 PM at the number below.

We are sorry for the inconvenience that this may have caused you.

Sincerely,

*[Signature]*  
Accounts Receivable



MOSSER  
COMPANIES

10/31/2019

Krystal Rodriguez  
378 Grand Ave Apt 305  
Oakland, CA 94610

RECEIVED

NOV 12 2019

RENT ADJUSTMENT PROGRAM  
OAKLAND

RE: Recession of 30-Day Notice of Change Terms of Tenancy

Dear Krystal Rodriguez:

Please be advised that the Landlord is rescinding the 30-Day Notice of Terms of Tenancy dated May 23, 2019, with an effective date of July 01, 2019.

Please continue to pay the monthly rent of One Thousand Seventy-Two Dollars and Fifteen cents (\$1,072.15) effective December 2019 until further notice.

Enclosed please find the Rent Adjustment Program Notice. We apologize for any inconvenience this may cause you.

Sincerely,

*Lee Yee Jang*

Accounts Receivable  
MOSSER COMPANIES

000080

**City of Oakland Rent Adjustment Program**

**Tenant Response**

Case **L19-0159**  
 Property Address **378 Grand Ave.**

<b>Party</b>	<b>Name</b>	<b>Address</b>	<b>Mailing Address</b>
Tenant	Daniel Carlton	378 Grand Ave. #306 Oakland, CA 94610	
Tenant	Krystal Rodriguez	378 Grand Ave. #305 Oakland, CA 94610	
Tenant	Victoria Wentworth	378 Grand Ave. #304 Oakland, CA 94610	
Tenant	Beberly Velasquez	378 Grand Ave. #303 Oakland, CA 94610	
Tenant	Meaza Haile	378 Grand Ave. #302 Oakland, CA 94610	
Tenant	Dennis Agatep	378 Grand Ave. #301 Oakland, CA 94610	
Tenant	Jhaqueline Palominos Valle	378 Grand Ave. #206 Oakland, CA 94610	
Tenant	Evin Weissenberg	378 Grand Ave. #205 Oakland, CA 94610	
Tenant	Jennifer Mueller	378 Grand Ave. #204 Oakland, CA 94610	
Tenant	Carly Myers	378 Grand Ave. #203 Oakland, CA 94610	
Tenant	Robert Rich	378 Grand Ave. #202 Oakland, CA 94610	
Tenant	Nathanael Denny	378 Grand Ave. #201	

**RECEIVED**  
 NOV 13 2019  
 RENT ADJUSTMENT PROGRAM  
 OAKLAND

**000081**

City of Oakland Rent Adjustment Program

Tenant Response

Case **L19-0159**  
Property Address **378 Grand Ave.**

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		Oakland, CA 94610
Tenant	Nicholas Gaylord	378 Grand Ave. #106 Oakland, CA 94610
Tenant	Patricia LeBron	378 Grand Ave. #105 Oakland, CA 94610
Tenant	Ricardo Tavarez	378 Grand Ave. #104 Oakland, CA 94610
Tenant	Maurice Wallace	378 Grand Ave. #103 Oakland, CA 94610
Tenant	Kevin Kelley	378 Grand Ave. #102 Oakland, CA 94610
Tenant	Resident	378 Grand Ave. #101 Oakland, CA 94610
Tenant	Jared Gutekunst	378 Grand Ave. #100 Oakland, CA 94610
Owner	Chantae Hergenroether 378 Grand Avenue Associates, LP/Mosser Companies Inc. (628) 895-5809 chergenroether@mosserco.com	308 Jessie Street  San Francisco, CA 94103
Representative	Jill Broadhurst Big City Property Group (510) 838-0655 bigcitypg@gmail.com	P.O. Box 13122  Oakland, CA 94661

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000082

City of Oakland Rent Adjustment Program

Tenant Response

Case L19-0159  
Property Address 378 Grand Ave.

Rental Property Information

Type of unit you rent Apartment, Room or Live-work  
Total number of units 1  
Are you current on your rent? Yes  
Please explain why the property owner is not entitled to the proposed increase.

Rent History

When did you move into the unit? 06-01-2014  
When did you enter into the rental agreement for this unit? 06-01-2014  
When did you move into the unit? 06-01-2014  
Initial monthly rent 1050  
When did the property owner first provide you with the RAP Notice, a written notice of the existence of the Rent Adjustment Program? 10-10-2019  
I was given a RAP NOTICE by my property owner. No

Rent Increase

RAP Notice Given	RAP Notice Date	Increase Effective Date	Increase From	Increase To
No	5/1/2019	7/1/2019	1192.24	1233.97

Mediation

Mediation Requested Yes

CITY OF OAKLAND



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

Housing and Community Development Department  
Rent Adjustment Program

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

**HEARING DECISION**

**CASE NUMBER:** L19-0159, 378 Grand Ave. Associates, LP v. Tenants

**PROPERTY ADDRESS:** 378 Grand Ave., Oakland, CA

**DATE OF HEARING:** February 19, 2020

**DATE OF DECISION:** May 27, 2020

**APPEARANCES:** Hugh Vanho, Agent for Ownership  
Chantae Hergenroether, Agent for Ownership  
Greg McConnell, Owner's Representative  
JR McConnell, Owner's Representative  
Victoria Wentworth, Tenant (Unit #304)  
Kevin Kelley, Tenant (Unit #102)  
Beberly Velasquez, Tenant (Unit #303)  
Maurice Wallace, Tenant (Unit #103)  
Ricardo Tavarez, Tenant (Unit #104)  
Krystal Rodriguez, Tenant (Unit #305)  
Michel Holm, Support for Tenants  
Angela Shannon, Tenant Representative

**SUMMARY OF DECISION**

The owner petition is granted.

**CONTENTIONS OF THE PARTIES**

On June 5, 2019, the owner filed a Petition for Approval of Rent Increase based on capital improvements in the subject building.

On October 4, 2019, all tenants in the subject building were notified of the owner's petition and the hearing date. Tenants Kelley (#102), Wallace (#103), Tavarez (#104) and Wentworth (#304) filed responses to owner's petition and appeared at the hearing. Tenant LeBron (#105) filed a response but did not appear at the hearing. Tenant

Rodriguez (#305) did not file a response and appeared at the hearing. The tenants in the remaining units did not file responses and did not appear at the hearing.

### THE ISSUE

Is the work considered a capital improvement project and if so, what is the amount that can be passed to the tenants?

### EVIDENCE

The current owner acquired the building on March 24, 2017. The subject property is a residential dwelling which contains nineteen (19) residential units.

The owner's agents provided an updated roster of the tenants at the hearing and their current rents.<sup>1</sup> The owner is not requesting the capital-improvement pass through to Units 101, 106, 202, 204, 205 and 302 as those units were either vacant when the petition was filed or the tenants moved in after the completion of the project.

#### Scope and Cost of the Project

The owner's agents testified that the project included upgrades to the common areas, which included new entry system, new interior paint, lighting and flooring, replacement of boiler system and roof coating. The owner submitted copies of invoices from the contractors and copies of checks paid to the contractors for the work done, for the total cost of \$64,505.85.<sup>2</sup>

Entry System: The entry system to the building was replaced with electronic PC programmable system with touch tone telephone capability. The project started on October 27, 2017, and was completed and paid for on December 6, 2017, for the cost of \$6,290.00.<sup>3</sup>

Common Areas: This project included new interior paint on walls, trims, doors in common areas (\$9,375.00), installation of new lighting fixtures (\$6,820.85), installation of new flooring – tile work in two lobbies (\$2,900.00) and new carpet (\$8,964.00) throughout the hallways and stairs. The project started on June 15, 2017, and was completed and paid for on October 11, 2017, for the total amount of \$28,059.85.<sup>4</sup>

Boiler Replacement: The work included pipe insulation and boiler replacement which was recommended by the contractor during the yearly inspection. The project started on May 16, 2017, and was completed and paid for on October 10, 2017, for the cost of \$23,500.00.<sup>5</sup>

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<sup>1</sup> Exhibit A

<sup>2</sup> Exhibit B (20 pages)

<sup>3</sup> Exhibit B, pages 1-3

<sup>4</sup> Exhibit B, pages 4-14 and 17-18

<sup>5</sup> Exhibit B, pages 15-16

Roof Sealing: An aluminum coating was applied on the entire roof to prevent leaks. This project cost \$6,656.00 and was completed and paid for on August 2, 2017.<sup>6</sup>

Each tenant was given an opportunity to speak and they testified that the improvements were not necessary but no evidence of gold plating was presented. The tenants testified that the old carpet, old lighting fixtures were fine and functional, and there were no issues.

No evidence was submitted that the project was a result of deferred maintenance or that the project was performed to correct a Priority 1 or 2 condition per City Building Services Inspector. There was no evidence of a code violation relating to any part of the project subject of this petition.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

### Capital Improvements

A rent increase in excess of the C.P.I. Rent Adjustment may be justified by capital improvement costs.<sup>7</sup> Capital improvement costs are those improvements which materially add to the value of the property, appreciably prolong its useful life or adapt it to the new building codes, and must primarily benefit the tenant rather than the property owner.<sup>8</sup> Normal routine maintenance and repair is not a capital improvement cost, but a housing service cost.<sup>9</sup> The owner is entitled to the capital improvements pass through of 70% of the total of costs expended for the Capital Improvement project.<sup>10</sup>

All improvements which are determined to be capital improvements shall be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 and the total costs shall be amortized over that time period unless the rent increase using this amortization would exceed ten percent (10%) of the existing Rent for a particular unit.<sup>11</sup>

### Cost Allowed and the Calculation of Capital Improvements

The replacement of new entry system, new paint, new flooring, new fixtures, new boiler system and application of roof sealant all qualify as capital improvements because they primarily benefit the tenants: The new entry system, paint, light fixtures and new flooring make the building safer for the tenants as only authorized persons can enter the building and the building appears well-maintained and cared for. The new boiler and insulation of pipes make the units well heated and more energy-efficient. The roof coating prevents water intrusion and makes the building water-tight which prevents

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<sup>6</sup> Exhibit B, pages 17-18

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

<sup>8</sup> Regulations, Appendix A, Section 10.2

<sup>9</sup> Regulations, Appendix A, Section 10.2.2 (4)(d)

<sup>10</sup> City Council Resolution No. 84936

<sup>11</sup> Regulations, Appendix A, Section 10.2.3 (2)

mold. While the owner has the right to improve the building as they see fit, these upgrades were made primarily to benefit the tenants and upon recommendations from the contractors. There is no evidence of gold plating and no evidence of deferred maintenance. Therefore, the projects are considered capital improvements.

The owner submitted proof of payments in the form of invoices and bank checks paid to the contractors in the total amount of \$64,505.85 for the building-wide improvements that benefit all units. Even though it cannot be passed to certain units, the cost will still be divided by the total number of units (19). Accordingly, the owner is entitled to a capital improvement pass-through of 70% of the cost of the project.

The attached Table calculates the cost for the Capital Improvements plus imputed interest and sets forth the amortization period for the rent increases pursuant to the formula set forth in the Appendix A and Exhibit 1 of the Regulations.

### **ORDER**

1. The Owner Petition L19-0159 is granted.
2. The Capital Improvement pass-through is granted in the amount of \$26.08 per month for a period of nine (9) years for each of the following units: 100, 102, 103, 104, 105, 201, 203, 206, 301, 303, 304, 305 and 306.
3. After the end of amortization period (9 years), each tenant's monthly rent in the units listed above will decrease by \$26.08 per month.
4. This Capital Improvement pass through will not be passed to Units 101, 106, 202, 204, 205 and 302.
5. The increase will be effective thirty (30) days (thirty-five (35) days if served by mail), after the owner serves the rent increase notice, together with a RAP Notice, and the attached Decision Summary. The owner must wait twelve months from the effective date of the last rent increase before he/she may raise the rent again.

**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 form that must be received within twenty days after service of the decision, shown on the attached Proof of Service.

Dated: May 27, 2020



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







## CITY OF OAKLAND

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

Housing and Community Development Department  
Rent Adjustment Program

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

### DECISION SUMMARY

**CASE NUMBER:** L19-0159, 378 Grand Ave. Associates LP v. Tenants

**PROPERTY ADDRESS:** 378 Grand Ave., Oakland, CA

**DATE OF HEARING:** February 19, 2020

**DATE OF DECISION:** May 27, 2020

1. The Owner Petition L19-0159 for Approval of Rent Increase is granted.
2. The maximum approved amount per month is \$26.08 for an amortization period of nine (9) years for each of the following units: 100, 102, 103, 104, 105, 201, 203, 206, 301, 303, 304, 305 and 306.
3. The rent increase will expire at the end of the amortization period, which is nine (9) years for each unit. After the end of amortization period, each tenant's monthly rent will decrease by \$26.08 per month.
4. This rent increase will not apply to the following units in the subject building: Units 101, 106, 202, 204, 205 and 302.
5. The increase will be effective thirty (30) days after the owner serves the rent increase notice, together with a *RAP Notice*, and this *Decision Summary*. If the rent increase notice is served by mail, it will be effective thirty-five (35) days after the service. The owner must wait twelve (12) months from the effective date of the last rent increase before he/she may raise the rent again.

000090

**PROOF OF SERVICE**  
**Case Number L19-0159**

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  
Decision Summary

**Owner**

Chantae Hergenroether, 378 Grand Avenue Associates, LP/Mosser Companies Inc.  
308 Jessie Street  
San Francisco, CA 94103

**Owner Representative**

Greg McConnell, The McConnell Group  
300 Frank Ogawa Plaza Suite 460  
Oakland, CA 94612

**Owner Representative**

JR McConnell, The McConnell Group  
300 Frank Ogawa Plaza Suite 460  
Oakland, CA 94612

**Tenant**

Beberly Velasquez  
378 Grand Ave. #303  
Oakland, CA 94610

**Tenant**

Carly Myers  
378 Grand Ave. #203  
Oakland, CA 94610

**Tenant**

Daniel Carlton  
378 Grand Ave. #306  
Oakland, CA 94610

**000091**

**Tenant**

Dennis Agatep  
378 Grand Ave. #301  
Oakland, CA 94610

**Tenant**

Evin Weissenberg  
378 Grand Ave. #205  
Oakland, CA 94610

**Tenant**

Jared Gutekunst  
378 Grand Ave. #100  
Oakland, CA 94610

**Tenant**

Jennifer Mueller  
378 Grand Ave. #204  
Oakland, CA 94610

**Tenant**

Jhaqueline Palominos Valle  
378 Grand Ave. #206  
Oakland, CA 94610

**Tenant**

Kevin Kelley  
378 Grand Ave. #102  
Oakland, CA 94610

**Tenant**

Krystal Rodriguez  
378 Grand Ave. #305  
Oakland, CA 94610

**Tenant**

Maurice Wallace  
378 Grand Ave. #103  
Oakland, CA 94610

**Tenant**

Meaza Haile  
378 Grand Ave. #302  
Oakland, CA 94610

**Tenant**

Nathanael Denny  
378 Grand Ave. #201

Oakland, CA 94610

**Tenant**

Nicholas Gaylord  
378 Grand Ave. #106  
Oakland, CA 94610

**Tenant**

Patricia LeBron  
378 Grand Ave. #105  
Oakland, CA 94610

**Tenant**

Resident  
378 Grand Ave. #101  
Oakland, CA 94610

**Tenant**

Ricardo Tavaréz  
378 Grand Ave. #104  
Oakland, CA 94610

**Tenant**

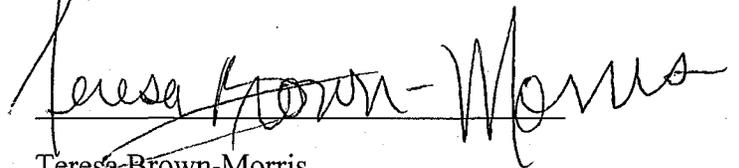
Robert Rich  
378 Grand Ave. #202  
Oakland, CA 94610

**Tenant**

Victoria Wentworth  
378 Grand Ave. #304  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 19, 2021** in Oakland, CA.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000093

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

<b>Appellant's Name</b> Victoria Wentworth		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 378 Grand Ave Apt. 304, Oakland, CA 94610			
<b>Appellant's Mailing Address (For receipt of notices)</b> 378 Grand Ave Apt. 304, Oakland, CA 94610		<b>Case Number</b> L19-0159	
		<b>Date of Decision appealed</b> May 27, 2021	
<b>Name of Representative (if any)</b> Jackie Zaneri		<b>Representative's Mailing Address (For notices)</b> ACCE Institute P.O. Box 7226 Oakland, CA 94601	

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

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

For more information phone (510) 238-3721.

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

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

**• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •**  
 I declare under penalty of perjury under the laws of the State of California that on March 11, 2021, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b><u>Name</u></b>	Gregory McConnell
<b><u>Address</u></b>	300 Frank Ogawa Plaza #460
<b><u>City, State Zip</u></b>	Oakland, CA 94612
<b><u>Name</u></b>	Mosser Companies
<b><u>Address</u></b>	308 Jessie Street
<b><u>City, State Zip</u></b>	San Francisco, CA 94103

	3/11/21
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

**Case No. L19-0159 - Supplemental Statement**

Tenant-Appellant Victoria Wentworth (“the tenant”) files an Appeal of Case No. L19-0159 for the following reasons:

- a) **The decision is inconsistent with Oakland Municipal Code Chapter 8.22, Rent Board Regulations, or prior decisions of the Board;**
- b) **The decision is inconsistent with decisions by other Hearing Officers;**
- c) **The decision raises a new policy issue that has not been decided by the Board;**
- e) **The decision is not supported by substantial evidence; and**
- h) **Other.**

The Landlord failed to carry its burden on all capital improvements listed in its petition, including but not limited to failing to provide all required permits. The decision approves capital improvements that created no benefit to the tenants. The decision approves capital improvements that constitute goldplating. All such other reasoning shall be provided in the tenant’s supporting argument.

This Supplemental Statement is not the tenant’s supporting argument in this case. Per Oakland Municipal Code Regulation 8.22.120(A)(3), within fifteen days of this appeal, the tenant’s supporting argument will be served and filed.

Sincerely,



Jackie Zaneri, Esq.  
Alliance of Californians for Community Empowerment (ACCE)  
Attorney for Tenant-Appellant Victoria Wentworth

1 Ethan Silverstein SBN 334836  
Jackie Zaneri SBN 318088  
2 ACCE Institute  
P.O. Box 7226  
3 Oakland, CA, 94601  
Phone Number: 323-842-8614  
4

5 Attorneys for Tenant-Appellant Victoria Wentworth

6 **CITY OF OAKLAND RENT ADJUSTMENT PROGRAM**  
7

8 VICTORIA WENTWORTH

Case No.: L19-0159

**APPEAL BRIEF OF TENANT VICTORIA  
WENTWORTH**

9  
10 Tenant-Appellant,

11 vs.

12 378 GRAND AVE ASSOCIATES, LP

13  
14 Landlord-Respondent.  
15

16 **I. INTRODUCTION**

17 This case concerns a large corporation that abuses the capital improvements process to  
18 circumvent Oakland’s tenant protections. Landlord 378 Grand Associates, L.P. (“Landlord”), an  
19 entity associated with The Mosser Companies, Inc., filed a capital improvement petition seeking  
20 special rent increases. The petition claimed six different items: painting, new light fixtures, new  
21 carpet, a smartphone-connected entry system, roofing, and an unpermitted boiler replacement. Six  
22 tenants, representing one-third of the building’s occupied units, testified at the hearing without  
23 representation by an attorney. The tenants presented evidence at the hearing about the impropriety  
24 of each of these claims. Further, the Landlord’s own evidence and testimony undermined much of  
25 its petition. Despite the clear record, the Hearing Officer approved the Landlord’s petition in its  
26 entirety, permitting it to charge its rent-controlled tenants rent increases that would otherwise be  
27 unlawful. Tenant Victoria Wentworth, who testified at the original hearing, now submits her appeal  
28 of this decision. For numerous reasons, the decision was plainly erroneous.

**000097**

1 First, the Landlord did not obtain a required permit for the most expensive item in the  
2 petition, the boiler replacement. Without a permit, such costs cannot be passed to the tenants.

3 Second, the decision passed through costs for work in commercial areas of the property. The  
4 Landlord's agent herself conceded these costs were improper and asked the Hearing Officer to  
5 remove them from the Landlord's claim. The decision granted the pass-throughs regardless.

6 Third, the decision approves costs for tiling work that was not in the Landlord's petition.

7 Fourth, the hearing officer failed to analyze the claimed capital improvements for gold-  
8 plating, even when the tenants made prima facie showings of two separate instances of the practice.

9 Fifth, the Landlord failed to present evidence or explain why several items in its petition  
10 benefited the tenants. For example, the Landlord did not justify why it painted the common areas  
11 when the prior Landlord had painted the common areas just one year prior.

12 Finally, the Hearing Officer failed to consider the strong likelihood that the Landlord is  
13 exploiting the capital improvements process to unjustly enrich itself and circumvent Oakland's  
14 tenant protections.

15 For these reasons, the Board must modify the hearing decision to remove these  
16 impermissible pass-throughs.

17 **II. THE DECISION ERRONEOUSLY APPROVED A RENT INCREASE BASED ON**  
18 **AN UNPERMITTED BOILER REPLACEMENT.**

19 In a capital improvements case, the landlord has the burden of proving compliance with all  
20 applicable regulations. When a permit is required to perform work for which the landlord seeks  
21 capital improvements pass-throughs, the landlord must prove that they secured that permit. (*Falcon*  
22 *v. Bostrum*, T13-0279.) A permit requirement ensures that landlords perform all work safely,  
23 comply with Oakland building and construction codes, and that renovations are inspected after  
24 completion. (Oakland Mun. Code §§ 15.08.120, 15.08.140.) The Rent Board denies capital  
25 improvements pass-throughs when Landlords fail to obtain necessary permits for the work claimed.  
26 (*See Falcon v. Bostrum*, T13-0279; *see also Fong v. Tenants*, L17-0230.)

27 The Oakland Building Maintenance Code, which governs which renovations require  
28 permits, incorporates the California Plumbing Code. (See Oakland Mun. Code §§ 15.04.100,

1 15.04.110, 15.04.2.500.) Per the California Plumbing Code, it is “unlawful for a person to install,  
2 remove, or **replace** ... a water heater without first obtaining a permit”. California Plumbing Code §  
3 502.1 (emphasis added).<sup>1</sup> Landlords are required to obtain a permit to replace a boiler. (*Id.*)

4 In the present case, the hearing officer permitted a capital improvement passthrough of  
5 \$23,500 for a new boiler. The Landlord’s construction property manager, Hugh Vanho, testified that  
6 the Landlord **did not obtain a permit for the boiler replacement.**

7 “[Tenant representative]: “Was there a permit obtained for the boiler replacement?”

8 Hugh Vanho: Uh, no.”

9 (Hearing Recording dated February 19, 2020, hereinafter “Hearing Recording,” at 43:19-43:23.)

10 The hearing record makes it clear that the Landlord failed to obtain permits for the work as  
11 required by law. Therefore, the Hearing Officer erred in allowing the passthrough to the tenants. In  
12 addition to these costs being impermissible under the Rent Adjustment Ordinance, sound public  
13 policy demands that the Board not reward Landlords who jeopardize their tenants’ safety by failing  
14 to obtain permits. The Board must remove the passthrough for the unpermitted boiler replacement.

15 **III. THE DECISION ERRONEOUSLY APPROVED A RENT INCREASE BASED ON**  
16 **WORK IN THE COMMERCIAL AREAS OF THE PROPERTY.**

17 The hearing decision approved a capital improvement claim of \$8,964 for carpet and \$6,656  
18 for roofing. However, during the hearing, the Landlord’s agent stated that these claim amounts were  
19 too high because they included costs for the building’s commercial areas. The Landlord’s agent  
20 voluntarily requested that these amounts be reduced by 7% to account for the work performed in  
21 non-residential suites. Despite this request, the hearing officer approved the original amounts  
22 without any reduction. When discussing the roofing, the Landlord’s custodian of records stated that

23 “93% should be billed to the residents, and 7% should be allocated to the commercial  
24 suites. Our original claim amount was for \$6,656. Our new claim, with the adjustments  
made, is \$6,190.08.”

25 (Hearing Recording, at 35:58-36:18.) Despite this request, the decision inexplicably approved  
26 \$6,656 in roofing costs.

27 \_\_\_\_\_  
28 <sup>1</sup> The California Plumbing Code applies this requirement to all “water heater[s]” and “hot water boiler[s]”  
interchangeably. (*See* Cal. Plumbing Code § 225.0).

1           Regarding the carpet, the Landlord’s custodian of records stated that they initially claimed  
2           “[a] total amount of 8,964 dollars, however after reviewing the records of this account  
3           and speaking with the vendor himself we are omitting the amount of the very last line  
4           item for the two lobbies in the amount of 610 dollars. That is being removed from the  
5           total should be removed from this invoice, as we’re allocating that amount to the  
6           commercial suites.”

7           (Hearing Recording, at 31:06-31:32.)

8           Once again, the Hearing Officer disregarded this request and permitted a passthrough for the  
9           original amount of \$8,964, failing to remove the \$610 that the Landlord’s agent admitted was not  
10           permissible.

11           The Board must remove a total of \$465.16 from the roofing costs and \$610 from the carpet  
12           costs, as the Landlord’s agent admitted these charges were improper and asked the Hearing Officer  
13           not to pass them to the tenants.

14           **IV. THE DECISION ERRONEOUSLY APPROVED A RENT INCREASE BASED ON  
15           WORK THAT WAS NOT LISTED IN THE LANDLORD’S PETITION.**

16           The constitutional principle of due process requires an individual to be given adequate  
17           notice of the claims at issue in a hearing so that they can reasonably respond. As the California  
18           Supreme Court has held, “[n]otice reasonably calculated to apprise interested parties of the  
19           pendency of the action and afford them an opportunity to present their objections is, of course, an  
20           essential element of the right to a hearing.” *Arrieta v. Mahon* (1982) 31 Ca.3d 381, 389 (internal  
21           citations omitted); *see also* Cal. Gov. Code § 11425.10(a)(1).

22           A Rent Board Hearing Officer cannot hear an issue not raised in a petition. (*See, e.g., Fisher*  
23           *v. HC Properties*, T01-0353 & T01-0359.) For example, if a tenant alleges a decrease in housing  
24           services yet does not state in their petition which services were decreased, the claim is properly  
25           denied. (*Aswad v. Fields*, T03-0027.) A capital improvement cost similarly cannot be passed to a  
26           tenant without notice before the hearing. (*See Cutts v. Eagle Investment*, T02-0136.)

27           In the instant matter, the hearing decision improperly approved a passthrough for \$3,740 in  
28           tiling costs even though tiling was not an item listed in the Landlord’s petition. It appears that the  
29           entire basis for this passthrough was that the Landlord’s custodian of records claimed the costs were  
30           part of an item inexplicably listed in the petition as “lighting.” The Landlord’s custodian of records

1 asserted during the hearing that the Landlord was “changing the [lighting] claim amount from the  
2 9,720.85 to 6,820.85.” (Hearing Recording, at 26:38-:44.) The remaining \$3,740, she stated, would  
3 now be used for a passthrough for a different category, “flooring”; she later said that this entire  
4 charge was for tile work. (*Id.*, at 26:16-26:38, 32:13-32:55.)

5 The original petition claims costs for light fixtures in three different items: for \$1,106, for  
6 \$3,740, and for \$4,875, totaling \$9,721 for all three. (Petition, at p. 8.) The decision approved a  
7 passthrough for \$9,720.85 for “interior lighting.” (Hearing Decision, at attachment p. 1.)

8 This \$3,740 passthrough was admittedly not for lighting. The hearing officer approved it as  
9 such nonetheless. Even if the hearing decision properly justified this rent increase as tiling costs,  
10 which it did not, the passthrough would still be improper. The original petition did not claim tile  
11 work. As such, the tenants did not have notice of the claim. In fact, one tenant testified during the  
12 hearing that she did not believe any tiling had been replaced but could not take any pictures of it as  
13 evidence because she was not previously aware of this claim. (Hearing Recording, at 1:10:20-44).

14 By failing to remove the \$3,740 and approving tiling work as “lighting,” the Hearing Officer  
15 denied the tenants due process and impermissibly allowed the Landlord to pass through costs that  
16 were not listed in its original petition. As such, the Hearing Officer erred in authorizing this rent  
17 increase. The Board must remove this amount from the hearing decision.

18 **V. THE HEARING OFFICER DID NOT CONSIDER EVIDENCE OF GOLD**  
19 **PLATING.**

20 Landlords cannot pass through capital improvement costs for “gold plating” projects.  
21 (Oakland Mun. Code § 8.22.020 (capital improvements definition).) “Gold plating” or “over  
22 improving” are “improvements that are greater in character or quality than existing improvements.”  
23 (*Id.*) Landlords may still make these improvements but cannot pass the costs to tenants. (*Id.*)

24 To demonstrate gold plating, “[t]he tenant has the initial burden to prove that the  
25 improvement is greater in character or quality than existing improvements.” (Oakland Rent  
26 Adjustment Program Regs. 10.2.2(4)(c)(ii)(a).) Once the tenant makes this initial showing, the  
27 burden shifts to the landlord to “prove that the tenant approved the improvement in writing, the  
28 improvement brought the unit up to current building or housing codes, or the improvement did not

1 cost more than a substantially equivalent replacement.” (Oakland Rent Adjustment Program Regs,  
2 10.2.2(4)(c)(ii)(b).) If the landlord does not make this required showing, the Board must deny the  
3 passthrough as gold plating. (*Id.*) In the present matter, the tenants made an initial showing of gold  
4 plating two times. In both instances, the Landlord did not meet its burden. As such, the pass-  
5 throughs must be denied.

6 **A. Smartphone Entry System**

7 The Landlord’s petition includes a passthrough for a new smartphone-connected entry  
8 system for the building’s front door. The prior entry system functioned as a buzzer system with a  
9 call box where visitors could be buzzed into the building when a tenant pressed a button. (Hearing  
10 Recording, at 55:43-58.) The replacement system requires tenants to push a button on their cellular  
11 phones to permit visitors to enter. (Hearing Recording, at 1:33:37-34:25.) Changing a working  
12 buzzer system to a smartphone system is gold plating as the buzzer utilizes new (though not  
13 necessarily superior) technology that is “greater in character in quality” than the existing system.  
14 Once the tenants demonstrated that the difference between the old buzzer system and the new  
15 buzzer system was its connectivity to smartphones, the disparity should have triggered a gold  
16 plating analysis by the hearing officer. This analysis did not occur, and the Landlord failed to  
17 present any evidence rebutting the presumption of gold plating.

18 There is no evidence suggesting that the tenants approved this “improvement” in writing,  
19 that the new entry system brought the unit into compliance with current housing codes, or that the  
20 smartphone buzzer did not cost more than a manual buzzer. After the tenants demonstrated gold  
21 plating, this was the Landlord’s burden to prove.

22 This improvement’s sole purpose was to make the building more attractive to those who  
23 would appreciate using a smartphone to open their door. This smartphone technology is not a cost  
24 that can be properly passed to the building’s existing rent-controlled tenants. Further, the Landlord  
25 cannot meet its burden to prove that the system is not gold plating, as it presented no evidence to  
26 meet its burden. The Board should deny this improvement on its face.

27 **B. Chandelier**

28 The Landlord’s lighting costs in their passthrough include a chandelier. (*See* Exhibit 2.) A

1 tenant testified during the hearing that the Landlord placed a chandelier where none was previously  
2 present. (Hearing Recording, at 1:03:28-38.) The Landlord did not rebut this evidence.

3         Once again, the tenants made a prima facie showing that the chandelier was “greater in  
4 character” than the existing lighting, which did not include a chandelier. The Landlord submitted no  
5 evidence to rebut the tenants showing of gold plating. Despite the tenants’ showing, the hearing  
6 officer failed to conduct a gold plating analysis. As the installation of a chandelier is blatant gold  
7 plating, the Board should deny the chandelier cost on its face.

8 **VI. THE DECISION ERRONEOUSLY APPROVED RENT INCREASES BASED ON**  
9 **WORK THAT OBJECTIVELY DID NOT BENEFIT THE TENANTS.**

10         A capital improvement, which allows a tenant to be charged rent increases above and  
11 beyond the CPI amount, must primarily benefit the tenant. (Oakland Rent Ordinance Regs.,  
12 Appendix A, Sec. 10.2.) The Board has construed this requirement to be objective. (*Bernhardt v.*  
13 *Gee Realty*, T06-0093.) While the Board has not defined the “objective” standard of review used in  
14 Capital Improvements cases, courts generally use the “reasonable person” tests in applying  
15 “objective” standards of review. (*See People v. Humphrey* (1996) 13 Cal. 4th 1073, 1082; *Potter v.*  
16 *Firestone Tire & Rubber Co.* (1993) 6 Cal. 4th 965, 989; *In re Marriage of Flaherty* (1982) 31 Cal.  
17 3d 637 649.)

18         While the objective standard does not allow an inquiry into the subjective personal value  
19 that individual tenants place on work performed by their Landlords, the standard of review is not  
20 meaningless. The Board cannot ignore evidence that capital improvements objectively did not  
21 benefit the tenants. In this case, a plethora of evidence was presented suggesting that much of the  
22 work, objectively, had no benefit to the tenants and was done solely to justify otherwise  
23 impermissible rent increases.

24         The Landlord did not counter this showing despite their superior evidentiary position. The  
25 Landlord, who presumably was aware that it intended to pass on capital improvements costs, was in  
26 a better position than the tenants to document the projects’ need (had there been any). For example,  
27 the Landlord could have easily taken photographs before the projects occurred and submitted them  
28

1 into evidence. The Landlord failed to perform the minimum effort necessary to prove that such  
2 changes benefited the tenants.

3 **A. Lighting**

4 The Hearing Officer permitted a passthrough for \$6,820.85 of new light fixtures in the  
5 common areas. The Landlord presented no evidence of why new light fixtures were required. The  
6 available evidence demonstrates no issue with the original fixtures, and the Landlord did not  
7 demonstrate that the replacement extended the life of the light fixtures. For example, the  
8 replacement light fixtures could be of worse quality and need replacement in less time than the old  
9 fixtures would have.

10 During the hearing, the Landlord's construction project manager could not explain why new  
11 light fixtures were installed and stated only that they replaced the prior fixtures. (Hearing  
12 Recording, at 27:20-32.) He said that he did not know the details of the new fixtures. (Hearing  
13 Recording, at 41:03-22.) He also did not know what the prior light fixtures looked like. (Hearing  
14 Recording, at 43:35-44:42.) He did not state that the light fixtures were replaced on  
15 recommendation from a contractor, nor did anyone else.

16 In contrast, six tenants, representing one-third of the building's occupied units, testified that  
17 they observed no issues with the light fixtures before replacement. (Hearing Recording, at 50:38-50,  
18 1:03:02-1:03:08, 1:18:22-40, 1:24:04-25, 1:28:57-1:29:07, 1:34:42-52.) One tenant testified that the  
19 light fixtures seemed to have simply been replaced with a different style. (Hearing Recording, at  
20 1:03:11-28.) A tenant also testified that some of the new light fixtures made the lobby darker. (*Id.*)

21 One tenant submitted a photograph of the prior light fixtures as evidence, which does not  
22 show any issues with the fixtures. (Hearing Recording, at 58:18-29; Exhibit 1.) The hearing  
23 decision does not mention this evidence. (Hearing Decision, at p. 2.)

24 Based on no particular evidence, the hearing decision states that the new light fixtures  
25 "make the building safer for the tenants." (Hearing Decision, at p. 3.) This conclusion is not  
26 supported by any of the Landlord's evidence and was contradicted by the testimony of six credible  
27 witnesses who reside in the building. In fact, the available evidence suggests that the new lights  
28 made the building darker. The Hearing Officer's baseless speculation is not sufficient to fill in the

1 Landlord’s evidentiary gap. It is certainly not adequate to contradict the credible testimony of six  
2 tenants.

3 The Landlord is free to change the style of lights in the tenants’ building if it chooses.  
4 However, it cannot charge its rent-controlled tenants extra for this superficial work. A “reasonable  
5 person” cannot infer that the tenants benefited from this stylistic alteration where the Landlord  
6 failed to demonstrate any issue with the original fixtures or that the new fixtures would last longer.

7 **B. Carpet**

8 The hearing decision also approved a claim for carpet replacement. Six tenants, representing  
9 one-third of occupied units, testified that there were no issues with the lobby carpet before  
10 replacement; one called it “beautiful.” (Hearing Recording, at 52:11-18, 1:08:11-53, 1:14:40,  
11 1:18:44-1:19:13, 1:24:17-38, 1:29:22-36, 1:34:52-1:35:03.) One tenant submitted a photo of the  
12 prior carpet as evidence, which does not show any issues with the carpet. (Hearing Recording, at  
13 1:09:10-1-1:10:14; Exhibit 1, p. 10.)

14 The Landlord’s construction manager did not testify about the carpet replacement at all. The  
15 Landlord presented no evidence that the carpet was replaced on recommendation from a contractor  
16 and did not offer any reason why it was replaced.

17 Further, a tenant testified that the carpet appears to be in worse condition since the  
18 replacement and now contains tears and stains. (Hearing Recording, at 1:09:04-20.) The tenant  
19 submitted as evidence a photograph of the currently frayed carpet. (Hearing Recording, at 1:09:10-  
20 1-1:10:14, Exhibit 1, p. 21.) Another tenant testified that the new carpet was an “eyesore.” (Hearing  
21 Recording, at 1:35:09-15.)

22 This testimony was disregarded. Instead, with no evidence, the hearing office speculated that  
23 the tenants were “made safer” by the new carpets. It is unclear what, if any, basis this conclusion  
24 was made on. A “reasonable person” would not infer that unnecessarily replacing the carpets  
25 increased the tenants’ safety.

26 **C. Paint**

27 The Landlord’s construction manager testified that the lobby’s paint was necessary due to  
28 “wear and tear over the year [singular].” (Hearing Recording, at 21:00) His testimony was

1 contradicted by three tenants who testified that the prior Landlord painted the common areas the  
2 year before or shortly before the capital improvements paint job occurred. (Hearing Recording, at  
3 50:15-32, 57:19-39, 1:28:32-56.) One tenant submitted into evidence a photograph of the previous  
4 paint job taken the year before the capital improvement paint job, which does not appear to show  
5 any issues with the paint. (Hearing Recording, at 57:44-58:26.)

6 Four tenants also testified that the paint job previously was not in any bad condition.  
7 (Hearing Recording, at 50:03-:15, 57:19-39, 1:23:45-52, 1:34:30-41.) An additional tenant testified  
8 that the new paint job seemed to have just changed the color. (Hearing Recording, at 17:56-18:20.)

9 Once again, the Hearing Officer justified these costs by asserting that the paint “make[s] the  
10 building safer for the tenants as ... the building appears well-maintained and cared for.” This is  
11 unsubstantiated speculation. Instead of filling an evidentiary void with speculation, the Hearing  
12 Officer should have weighed the credibility of the Landlord’s agent against the credibility of the  
13 tenants who testified on this matter. Four tenants who live in the building, and look at the paint  
14 every day, alleged that re-painting was unnecessary and provided no benefit. They also submitted a  
15 photograph of the prior paint job. Their testimony and evidence were improperly disregarded.

16 **D. Entry System**

17 The Landlord’s capital improvement petition included a passthrough for a new smartphone-  
18 connected front door entry system. The tenants testified that previously the buzzer system worked  
19 through a call box where visitors could be buzzed into the building by the press of a button.  
20 (Hearing Recording, at 55:43-58, 1:15:42-16:02, 1:23:05-21.) One tenant called the prior system  
21 “much more efficient.” (Hearing Recording, at 1:16:02-1:16:10.) Another said that the prior system  
22 “worked perfect.” (Hearing Recording, at 1:27:45-54.)

23 All six tenants present at the hearing testified to difficulties with the new system. Four  
24 tenants testified that they had had difficulty using the new smartphone system or found themselves  
25 unable to use it at times. (Hearing Recording, at 56:00-56:48, 1:16:11-55, 1:23:21-42, 1:33:37-  
26 34:25). The remaining two tenants testified that they did not or could not use the new system at all.  
27 (Hearing Recording, at 49:30-37, 1:27:55-1:28:20.) Multiple tenants also testified that there were  
28 blackouts when the new system became inoperable. (Hearing Recording at 1:16:11-55, 1:23:21-42.)

1           Once again, without evidence, the Hearing Officer justified disregarding the tenants'  
2 testimony by speculating that the new entry system made the building more secure. There is no  
3 evidence supporting this conclusion. This entry system, if anything, introduced new security  
4 vulnerabilities to the building by introducing potentially dozens of internet-connected smartphones  
5 to the building's physical security. That coupled with numerous tenants describing the entry system  
6 as a decrease in housing services, which was at times unusable, should not have led the hearing  
7 officer to conclude that the work was "improvement."

8           **E.       The Hearing Officer Failed to Consider the Tenants' Photographic Evidence**

9           To bolster their testimony, the tenants submitted photographic evidence. Tenant Victoria  
10 Wentworth submitted an evidence packet to the Rent Adjustment Program in advance of the hearing  
11 and testified about several submitted photographs during the hearing. (Declaration of Victoria  
12 Wentworth; Exhibit 1; Hearing Recording, at 57:44-58:26, 1:09:10-1:10:14.)

13           According to date stamps from the Rent Adjustment Program, the Tenant evidence packet  
14 and the Landlord evidence packet were submitted on the same day. (Exhibit 1; Exhibit 2.) Despite  
15 this, the Hearing Officer stated during the hearing that she did not have the Tenant's evidence in  
16 front of her. (Hearing Recording, at 58:30-58:50.) The Landlord's representative did not object to  
17 the Tenants' evidence, although he did note that it was not in the file. (Hearing Recording, at 58:30-  
18 58:50, 1:09:10-1:10:14.) The Hearing Officer did not rule that the Tenant evidence was  
19 inadmissible but did not reference it in the Decision. (Hearing Decision, at p. 2.)

20           The tenant evidence helps demonstrate that several of the Landlord's capital improvements  
21 did not benefit the tenants. A photograph of the new carpet taken less than three weeks before the  
22 hearing shows that the new carpet had already begun to tear; the tenants testified that there were no  
23 issues with the prior carpet. A photograph of the previous paint job and light fixtures taken before  
24 the capital improvements work similarly demonstrates no particular need for light replacement or  
25 new paint. By failing to analyze this evidence, the hearing officer failed to address important  
26 evidence that the alleged improvements did not occur for the tenants' benefit.

27

28

1 **VI. THE HEARING DECISION FACILITATES UNJUST ENRICHMENT AND THE**  
2 **CIRCUMVENTION OF OAKLAND’S TENANT PROTECTIONS.**

3 Capital Improvements must “primarily benefit the tenant rather than the owner.” (Oakland  
4 Mun. Code § 8.22.020; Reg., Appendix A, Sec. 10.2.) As these increases are meant to benefit  
5 tenants, an allowable increase can be quite large. (Oakland Mun. Code §§ 8.22.070(A)(2)-(3),  
6 (C)(1)(a).) A capital improvements petition allows Landlords to seek up to a thirty percent rent  
7 increase over five years, with increases as high as ten percent a year. (Oakland Mun. Code §§  
8 8.22.070(A)(2)-(3), (C)(1)(a).) These authorized increases are so large that the City had to change  
9 the Ordinance to clarify that they were not permissible to the extent the state of California considers  
10 them “rent gouging.” (*See* Cal. Civ. Code §§ 1947.12(a), (k)(1); Oakland Mun. Code §  
11 8.22.070(A)(2).)

12 Oakland’s capital improvement process allows Landlords to pass through “(70) percent of  
13 **actual** costs, plus imputed financing.” (Oakland Mun. Code § 8.22.020.) Under Oakland’s Rent  
14 Adjustment Ordinance, a Landlord is not entitled to recapture 70% of any qualifying invoice.  
15 (Oakland Mun. Code § 8.22.020.) Instead, the Hearing Officer must consider the Landlord’s “actual  
16 costs.” (*Id.*)

17 “Where a person obtains a benefit that he or she may not justly retain, the person is unjustly  
18 enriched.” (*Unilab Corp. v. Angeles-IPA* (2016) 244 Cal.App.4th 622, 639.) “The term ‘benefit’  
19 ‘denotes any form of advantage.’ Thus, a benefit is conferred not only when one adds to the  
20 property of another, but also when one saves the other from expense or loss.” (*Ghirardo v.*  
21 *Antonioli*, 14 Cal. 4th 39, 51 (1996).) “Determining whether it is unjust for a person to retain a  
22 benefit may involve policy considerations.” (*First Nationwide Sav. v. Perry* (1992) 11 Cal. App. 4th  
23 1657, 1663.)

24 It is indisputable that the Landlord will retain a benefit if the decision stands. The Landlord  
25 will receive increased rent that it is not otherwise entitled to collect. It is also clear that retaining this  
26 benefit is unjust, as ultimately, the Landlord will likely recover far more than 70% of its “actual  
27 costs” through circumventing Oakland’s tenant protections and gaining the ability to charge new  
28 tenants more rent.

1           **A.     The Landlord Will Be Unjustly Enriched if Rent Controlled Tenants Vacate**  
2           **due to the Improper Rent Increase**

3           Oakland’s Just Cause Ordinance prohibits Landlords from “endeavor[ing] to recover  
4 possession” of a rental unit without a just cause. (Oakland Mun. Code § 8.22.360(A).) This  
5 endeavor need not be through a formal eviction proceeding. (*Id.*) While a Landlord is certainly  
6 allowed to petition the Rent Adjustment Program for a rent increase and file a non-payment eviction  
7 against a tenant who can’t pay, the spirit of the Just Cause Ordinance is violated when tenants  
8 surrender their rent-controlled units due to excessive, unreasonable, or arbitrary rent increases.  
9 Oakland. Mun. Code §§ 8.22.320(2), (6), 8.22.330. While the monetary value of a rent-controlled  
10 tenancy is difficult to calculate, courts have valued rent-controlled tenancies in the Bay Area as high  
11 as \$381,825 per unit. (*Chacon v. Litke* (2010) 181 Cal. App. 4th 1234, 1246.)

12           If even one tenant moves out due to being unable to afford the proposed rent increase, the  
13 Landlord will recover a precious asset. If this occurs, the Landlord will likely recover significantly  
14 more than the 30% of the capital improvements it was supposed to shoulder. The Landlord will  
15 recover an asset worth tens, if not hundreds of thousands of dollars, which will never be accounted  
16 for in determining the “actual costs” of its alleged “improvements.” This wrongful recovery will  
17 have a stamp of approval from Oakland’s Rent Adjustment Program.

18           **B.     The Landlord Will Be Unjustly Enriched Through Increased Property**  
19           **Values and Rents.**

20           While only current rent-controlled tenants are subject to capital-improvements pass-  
21 throughs, future tenants will also use the “improvements.” For example, a prospective tenant in the  
22 tech industry may be attracted to the building due to the entry system using smartphone technology.  
23 This appeal is an asset to the Landlord as it likely allows the Landlord to charge more rent and  
24 therefore increases its property values. As such, when the cost of items such as smartphone entry  
25 systems are passed to rent-controlled tenants, the Landlord increases its property values at the  
26 expense of its rent-controlled tenants.

27           As tenant Ricardo Tavaréz, a teacher, pointed out in his response to the Landlord petition,  
28 “It’s true that the building’s previous condition may not have had the ‘curb appeal’ that is popular  
today, but the rugs, light fixtures, and entry system were functional with minimal wear and tear.”

1 To avoid unjust enrichment, the value of increased “curb appeal” must be factored into the “actual  
2 costs” of the Landlord. If not, the Landlord is unjustly enriched.

3 **C. The Potential for Unjust Enrichment Requires The Board to Seriously Consider**  
4 **Tenant Testimony Concerning Benefit.**

5 The Board must be aware of and consider the strong potential for unjust enrichment through  
6 the Capital Improvements process. Even if “improvements” are not “gold plating,” not “a result of  
7 differed maintenance,” and “not performed to correct a Priority 1 or 2 condition,” Hearing officers  
8 cannot presume, without evidence, that the improvements are objectively for the tenants’ benefit.  
9 Hearing officers must consider the strong financial incentive Landlords have to conduct pointless  
10 and arbitrary work to justify otherwise unlawful rent increases.

11 As the decision points out, “Each tenant was given an opportunity to speak and they testified  
12 that the improvements were not necessary.” If testimony such as this is categorically ignored,  
13 Landlords in Oakland become free to paint, replace locks, re-carpet, and do any other work they  
14 please on a yearly basis for the sole purpose of raising rents. Where constant rent increases above  
15 the CPI amount force long-term, rent-controlled tenants to move out, Landlords, ultimately, will  
16 recover far more than 70% of their actual costs and circumvent Oakland’s tenant protections.

17 **VI. CONCLUSION**

18 The hearing record presents the following issues with the capital improvements costs:

- 19 (1) Boiler replacement: no required permit;  
20 (2) Roof replacement: 7% of costs are for commercial space;  
21 (3) Carpet replacement: no benefit to the tenant, as no prior issue was demonstrated; the new carpet  
22 was shown to tear more easily; 7% of costs are for commercial space;  
23 (4) Paint: no benefit to the tenant, as the building was painted one year prior;  
24 (5) Light fixtures: no evidence of objective benefit to the tenant, as no prior issue was demonstrated  
25 with the light fixtures; gold plating in regard to the chandelier; also includes tiling costs that were  
26 not lighting and not in the original petition; and  
27 (6) Entry system: no benefit to the tenant, as tenants testified the original system worked well and  
28 the new system does not; gold plating as a smartphone-based system replaced a buzzer system.

1 The hearing record thus demonstrates impermissible costs in every category of capital  
2 improvements. The boiler replacement was approved without the required permit. Over a thousand  
3 dollars of the capital improvements pass-throughs correspond to work done on commercial units.  
4 Over three thousand dollars worth of rent increases were based on work that was not listed in the  
5 Landlord's petition, which the tenants had no notice of. Further, the hearing officer refused to  
6 consider the tenants' photographic evidence or the tenants' prima facie showing of gold plating.  
7 Much of this work, objectively, did not benefit the tenants. Instead, this work was done to  
8 circumvent Oakland's strong tenant protections and unjustly enrich the Landlord.

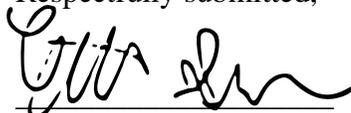
9 The opinions of rent boards, deservedly, are held in high regard by the courts. "Determining  
10 [rent] prices that will provide a fair return 'involves a balancing of the investor and the consumer  
11 interests.'" (*Kavanau v. Santa Monica Rent Control Bd.* (1997) 16 Cal. 4<sup>th</sup> 761, 771 (citations  
12 omitted).) Municipal rent boards are presumed to have "expert judgment which carries a  
13 presumption of validity." (*Id.*) As such, the voices of tenants and Landlords must be heard. This  
14 involves carefully weighing all testimony, scrutinizing all evidence, following proper procedures,  
15 and ensuring that biases and outside speculation do not play a role in the hearing. Unfortunately, the  
16 tenants in this case did not receive the fair and impartial hearing they deserved. In these situations,  
17 the Board must quickly remedy these mistakes to protect tenants and Landlords alike.

18 Tenant-Appellant Wentworth respectfully requests that the Rent Board make the following  
19 corrections to the hearing decision:

20 (1) Remove all boiler costs; (2) remove all painting costs; (3) remove all "light fixture"  
21 costs, including the chandelier cost of \$325.50 and \$3,740 in tiling costs improperly listed as  
22 lighting; (4) remove all carpet costs; (5) remove all entry system costs; and (6) reduce the roofing  
23 costs to \$6,190.08.

24  
25 Dated: April 8, 2021

Respectfully submitted,

26 

27 Ethan Silverstein, *Esq.*

28 ACCE Institute

000111

# EXHIBIT 1

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February 11, 2020

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

Via Hand Delivery

**RE: Tenant Evidence Submission for Case No. L19-0519**

Dear Analyst Keith Mason:

Please find the evidence submission of Victoria Wentworth in support of Case No. L19-0519. Thank you for your attention to this matter. Please contact me if you have any questions or concerns at (206) 819-4849.

Sincerely,



Victoria Wentworth

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Tenant Evidence Submission

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<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
A	Claim 1: Entry System	3-6
B	Claim 2: Interior painting	7-10
C	Claim 3-5: Lighting fixtures	11-13
D	Claim 6: Boiler Replacement	14-19
E	Claim 7: Carpet replacement	20-22
F	Maintenance Requests by Tenants	23-25

**City of Oakland Rent Adjustment Program**

**Case Number: L19-0159**

**Tenant Evidence Submission**

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**Exhibit B**

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**City of Oakland Rent Adjustment Program**

**Case Number: L19-0159**

**Tenant Evidence Submission**

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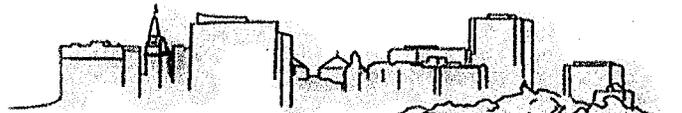
**Exhibit E**

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# EXHIBIT 2

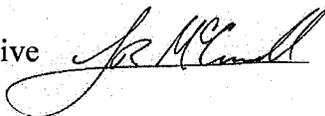


**THE McCONNELL GROUP**  
Consultants and Advocates

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AGENT ARBITRATION PROGRAM  
2020 FEB 13 AM 10:04

## Memorandum

To: Keith Mason, Hearing Analyst

From: JR McConnell, Owner Representative 

Date: 2/11/20

Subject: L19-0159 : Owner Petition Supporting Documentation

---

Attached, please find the following evidentiary documentation in support of Owner Capital Improvement petition L19-0159:

Invoice & Checks for the following:

- Entry System
- Interior Paint
- Common Area Lighting
- Boiler Replacement
- Common Area Flooring
- Roofing

Thank you.

# Lightology

1718 W. Fullerton Ave.  
Chicago, IL 60614  
(312) 944-1000  
www.lightology.com

## QUOTE

CUST.#: 7481989  
SHIP TO: 378 Grand Avenue

UPG VENDOR 000000	QUOTE DATE 06/27/17	ORDER NO. 487987-00
P.O. NO. 378 Grand Avenue		PAGE # 1

CORRESPONDENCE TO: Lightology  
1718 West Fullerton Ave.  
Chicago, IL 60614

BILL TO: Mossar Companies  
220 Montgomery Street  
20th Floor  
San Francisco, CA 94104

SALES-REP IN Xavier Yager	SALES-REP OUT Xavier Yager	TAKEN BY Xavier Yager
INSTRUCTIONS		TERMS Due tomorrow
SHIP POINT Lightology - 1	SHIP VIA UPS Ground	SHIPPED

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
1	20671ledd-ch/op1 Aero 2 Light Flush-Mount Opal/Chrome LED		12		each	161.00	1932.00
2	163-5 Ibis 5 Light Chandelier Matte Opal/Chrome		1		each	325.50	325.50
3	ra-c1325 Halo 11IN Sconce White/B rushed Chrome-PCH		9		each	241.50	2173.50
4	1326bk-led Shelter 5 inch LED Wall Light Clear Seedy/Black		2		each	147.88	295.76
5	1665sk Luna Out FM Etched/Satin BK 8W 8IN		1		each	147.88	147.88
5	Lines Total		Qty Shipped Total	25		Total Invoice Total	4874.64 4874.64

Last Page

Please be sure to open and inspect your Lightology order within 48 hours, or two business days of receiving your order. Lightology cannot be held responsible for any missing, or damaged goods if we are not notified within this time period. Do not schedule installation until all items have been delivered and inspected.

Products not eligible for return/exchange include: incandescent bulbs, custom / special orders, floor models, large orders - single fixtures over \$5,000, or orders totaling over \$5,000 on multiple quantities of the same fixture, tracklock items, open box items and close-out items.

Products eligible for return/exchange include: items in original, new, unaltered condition with all original parts, tags, and packaging. All returns must be pre-approved within 30 days of receipt, and have a valid Return Number. 1 Year Warranty on all items EXCLUDING Light Bulbs. You are responsible to cover the cost of return shipping back to Lightology. Details about a product's return policy may be found on each product page. The complete Lightology Return Policy can be found on our website. Restocking fees may apply as noted below.

- 0% restocking fee on Preferred Brand purchases. Browse our selection of preferred on Lightology.com.
- 25% restocking fee of original purchase price on some brands / products. This restocking fee will be deducted from your refund/credit.
- 50% restocking fee on some brands / products and made-to-order purchases from some brands. This restocking fee will be deducted from your refund/credit.

Our professionals are standing by to assist you with anything that you may need. Use link below to reach the right team:  
 Check order status? - [Click order tracking link on lightology.com](#)  
 Need help with your order? - [customer-care@lightology.com](#)  
 Order damage, returns, cancellations - [returns@lightology.com](#)  
 Unhappy with your order? Contact our management team and let us help you - [itg\\_management@lightology.com](#)  
 Thank you, Lightology Staff

000120

9

## **Declaration of Victoria Wentworth**

### **Appeal of Case No. T19-0159**

I, Victoria Wentworth, state and declare as follows:

1. The following facts are true of my own personal knowledge and I could and would testify to them under oath if called to do so.
2. I am a tenant at 378 Grand Avenue, Unit 304, Oakland, California.
3. On February 13, 2020, I submitted my evidence to the Oakland Rent Adjustment Program for Case No. T19-0159 in-person at the Rent Adjustment Program office. I stamped each evidence packet page individually using the Rent Adjustment Program date stamp and kept one copy. The other copy I submitted to the Rent Adjustment Program staff member who was present at the time.
4. True and correct copies of several pages from my original stamped evidence packet are attached to this Declaration as Exhibit 1.
5. I had previously attempted to file the attached evidence on Wednesday, February 12, 2020. That day, I arrived at the building that the Rent Adjustment Program is located in with my evidence and found that the door was locked. A security guard told me and approximately thirty other people who had also arrived at the same time that the building was closed for a holiday. I have since learned that the building was closed because of "Lincoln's birthday."

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 8, 2021 in Oakland, California.



---

Victoria Wentworth



**RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612-0243  
(510) 238-3721  
CA Relay Service 711  
[www.oaklandca.gov/RAP](http://www.oaklandca.gov/RAP)

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION (PLUS ANY ATTACHMENTS) ON THE PROPERTY OWNER PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.**

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 3) File a completed copy of this PROOF OF SERVICE form with RAP together with your Petition. Your Petition will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 04 / 08 / 21 I served a copy of (check all that apply):

- TENANT PETITION plus \_\_\_\_\_ attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO PROPERTY OWNER OF TENANT PETITION, or PROOF OF SERVICE)
- NOTICE TO PROPERTY OWNER OF TENANT PETITION
- Other: Appeal Brief of Victoria Wentworth + 10 attached pages

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- Commercial Carrier.** I deposited the document(s) with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to the person(s) listed below and at the address(es) below.
- Personal Service.** I personally delivered the document(s) to the person(s) at the address(es) listed below or I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Gregory McConnell
Address	The Rotunda Building, 300 Frank Ogawa Plaza, Suite 460
City, State, Zip	Oakland, California 94612

Name	
Address	
City, State, Zip	

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

Ethan Silverstein

PRINTED NAME



SIGNATURE

April 8, 2021

DATE SIGNED

## CHRONOLOGICAL CASE REPORT

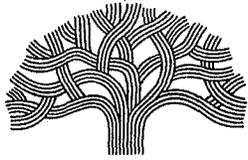
Case No.: T19-0394  
Case Name: Thompson v. Goldstone  
Property Address: 305 Euclid Avenue, Oakland, CA  
Parties: Paul Goldstone (Owner)  
Jayi Thompson (Tenant)

### OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	August 15, 2019
Owner Response filed	November 12, 2019
Hearing Date	February 24, 2020
Hearing Decision Mailed	June 19, 2020
Tenant Appeal filed	July 02, 2020
Supplemental Hearing	September 02, 2020
Corrected Hearing Decision mailed	September 10, 2020
Owner Appeal filed	September 30, 2020

**000124**

T19.0394 KM/BC



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT  
PROGRAM**

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

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RENT ADJUSTMENT PROGRAM  
*(For date stamp)*

2019 AUG 15 PM 3:03

**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>Jayi Thompson</i>	Rental Address (with zip code) <i>305 Euclid Avenue #309 Oakland, CA 94618</i>	Telephone: <i>(510) 463-3604</i> E-mail: <i>jthomps247@gmail.com</i>
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) <i>Paul Goldstone</i>	Mailing Address (with zip code) <i>Goldstone Management, Inc. 82 Shattuck Square Berkeley, CA 94704</i>	Telephone: <i>510 450 1414</i> Email:
Property Manager or Management Co. (if applicable)	Mailing Address (with zip code)	Telephone: Email:

Number of units on the property: 36

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

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

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

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

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

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

Date you moved into the Unit: 5/20/99 Initial Rent: \$ 680 /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: With each increase dating back to 2005 I believe. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>07/24/2019</u>	<u>09/01/2019</u>	<u>\$1,056.69</u>	<u>\$36.89</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T05-0191, T06-0178, T07-0240

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 [x] No
Have you lost services originally provided by the owner or have the conditions changed? [x] Yes [ ] No
Are you claiming any serious problem(s) with the condition of your rental unit? [ ] Yes [x] 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.

Jay Thompson
Tenant's Signature

8/14/19
Date

[Empty rectangular box]

[Empty rectangular box]

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

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

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

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

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

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

\_\_\_\_\_  
Date

## **VI. IMPORTANT INFORMATION:**

### **Time to File**

This form must be **received** at the offices of the Rent Adjustment Program ("RAP") within the time limit for filing a petition set out in the Rent Adjustment Ordinance (Oakland Municipal Code, Chapter 8.22). RAP staff cannot grant an extension of time by phone to file your petition. **Ways to Submit. Mail to:** Oakland Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612; **In person:** Date stamp and deposit in Rent Adjustment Drop-Box, Housing Assistance Center, Dalziel Building, 250 Frank H. Ogawa Plaza, 6<sup>th</sup> Floor, Oakland; For more information, please call: (510) 238-3721.

### **File Review**

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

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

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

8/14/19

To: City of Oakland Rent Adjustment Program

Re: Rent Increase at Fountaine Bleau 305 Euclid Avenue Apt#309, 94610

To Whom It May Concern,

I will get straight to the point: as my rent has been increasing the past few years, the buildings services (like cleanliness of the hallways, outside stairs, and upper garage areas) have declined. But that is a side note. At particular issue here is a decline in responsiveness and services as employees of the management company change positions or simply leave the company. Specifically, I've made 2 requests in the past year that were initially responded to, but as people have left or moved on, the ball has been dropped. As far back as December, 2018:

1. I requested dials for what I imagine to be at least 40-year-old stove, because the numbers have worn off and I no longer know what temperature I'm cooking food on. Additionally, over the years, I've purchased replacement grease pans for the stove myself, only to find they didn't fit. The stores I've gone to no longer make the pans that fit that stove. At least the stores let me return them. Between December 2018 and January 2019, at least 2 management representatives/employees came in and looked at the stove and the knobs and suggested that the stove simply needed to be replaced. I was told that message was passed up the chain. I've seen one of those employees (I'm unsure if the other is still employed by management) and they asked if I heard anything from upper management. To this day, I have not gotten new dials, a new stove, or follow-up beyond that. I've attached some emails and pictures for your review.
2. The same is true for my request for another garage door opener. My old garage door opener disappeared in November 2018, and I made the request for a new one in December 2018. I even said I was willing to pay a fee if there was one associated with it. Again, another request that has fallen by the waist side.

I have lived in the building for 20 years (15 years in my current apartment), and my expectation is not that it would be as exceptional as when I moved in. Back then, the owner had a building manager (who lived a block away in another building he owned) and an on-site manager; who lived in the building. Both were passionate about the building's cleanliness and resident satisfaction.

What I do expect is not to see cobwebs on stairwells for months, that only disappear when I clean them off, or a broken washing machine for months at a time, or a rent increase months after I've reported needs that have gone unmet. I believe it is management's responsible to ensure that as their employees come and go, services for tenants don't fall through the cracks. I've heard there is a new on-site manager, but have seen nothing posted. I've attached some emails and pictures for your review.

Best regards,



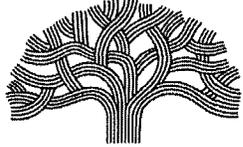
J. Thompson

000129

KM/BC

RECEIVED  
CITY OF OAKLAND  
RENT ARBITRATION PROGRAM

2019 NOV 12 PM 2:46

 <b>CITY OF OAKLAND</b> <b>CITY OF OAKLAND</b>	<b>CITY OF OAKLAND</b> <b>RENT ADJUSTMENT PROGRAM</b> 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp.
		<b><u>PROPERTY OWNER</u></b> <b><u>RESPONSE</u></b>

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

**CASE NUMBER T/9- 0394**

Your Name <i>Goldstone Management</i>	Complete Address (with zip code) <i>82 Shattuck Square Berkeley, Ca 94704</i>	Telephone: <i>(510) 542-2500</i>
		Email: <i>paul@goldstonemgmt.com</i>
Your Representative's Name (if any)	Complete Address (with zip code)	Telephone:
		Email:
Tenant(s) Name(s) <i>Jayi Thompson</i>	Complete Address (with zip code) <i>305 Euclid Ave. #309 Oakland, Ca 94610</i>	
Property Address (If the property has more than one address, list all addresses) <i>305 Euclid Ave #309, Oakland Ca 94610</i>		Total number of units on property <i>36</i>

Have you paid for your Oakland Business License? Yes  No  Lic. Number: 00072967  
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes  No  APN: 10-786-1-1  
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 03/1/2005

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

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

**I. JUSTIFICATION FOR RENT INCREASE** You must check the appropriate justification(s) box for each increase greater than the Annual CPI adjustment contested in the tenant(s) petition. For the detailed text of these justifications, see Oakland Municipal Code Chapter 8.22 and the Rent Board Regulations. You can get additional information and copies of the Ordinance and Regulations from the Rent Program office in person or by phoning (510) 238-3721.

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

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

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

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

The tenant moved into the rental unit on 5/20/1999.

The tenant's initial rent including all services provided was: \$ 680.00 / month.

Have you (or a previous Owner) given the City of Oakland's form entitled "NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") to all of the petitioning tenants? Yes  No  I don't know

If yes, on what date was the Notice first given? 6/25/2003

Is the tenant current on the rent? Yes  No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
<u>07/30/2019</u>	<u>09/01/2019</u>	<u>\$ 1053.80</u>	<u>\$ 1090.75</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

### III. EXEMPTION

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

N/A

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

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

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

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

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

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

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

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

### IV. DECREASED HOUSING SERVICES

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

*see attached*

**V. VERIFICATION**

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

Paul Goldstone  
Property Owner's Signature

11/12/2019  
Date

**IMPORTANT INFORMATION:**

**Time to File**

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

**File Review**

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

**Mediation Program**

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

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

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

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

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

\_\_\_\_\_  
Date

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

**Case Number: T19-0394**

**Petitioner: Jayi Thompson**

**Landlord Response**

Mr. Thompson has made a claim of decreased housing services due to lack of or delayed responsiveness by the property manager. We admit to the recent changes of personnel and lack of communication in following through with Mr. Thompson's requests. Prior to the petition filed by Mr. Thompson we are unaware of the outstanding requests., however Mr. Thompson has the option to contact the main office by phone and/or email to address his requests directly to the next level of management.

We have not received any evidence of supporting documents, copies of emails and/or photos previously sent to the property manager for Mr. Thompson's requests, nor any included with this petition filed. Management will consider Mr. Thompson's requests under his description listed as item #1 & #2 on his attachment. If there are any additional outstanding requests previously made by Mr. Thompson other than what is stated in the petition in regards to his unit we are unaware of them. We are continuously striving to maintain a positive living environment.

Respectfully,

Goldstone Management

**000134**



# CITY OF OAKLAND

Revenue Division - Business Tax Section  
250 Frank H. Ogawa Plaza, #1320  
Oakland, CA 94612  
(510) 238-3704 TDD (510) 238-3254  
[www.oaklandnet.com](http://www.oaklandnet.com)

## Acknowledgement of Payment Received

Date: February 07, 2019

The City of Oakland acknowledges receipt of the following payment on the date printed above.

This payment will be tendered against the following account(s)

Account #: 00072968  
Account Name: FOUNTAINE BLEAU APARTMENTS  
Account Address: 82 SHATTUCK SQ BERKELEY, CA 94704-1119  
Account Paid: RAP - RENT ADJUSTMENT PROGRAM  
Business Address: 305 EUCLID AVE OAKLAND, CA 94610-3261

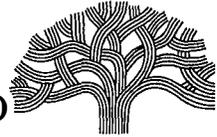
Please keep this acknowledgement for your records. Thank you.

Payment received by: Y.DARDON

**2019**

RAP Rent Adjustment Program Check (No. 51497)	\$2,448.00
<b>Total</b>	<b>\$2,448.00</b>





DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department  
Rent Adjustment Program

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

## **HEARING DECISION**

**CASE NUMBER:** T19-0394, Thompson v. Goldstone  
**PROPERTY ADDRESS:** 305 Euclid Avenue #309, Oakland, CA  
**DATE OF HEARING:** February 24, 2020  
**DATE OF DECISION:** June 15, 2020  
**APPEARANCES:** Jayi Thompson, Tenant  
Naomi Felomino, Agent for Owner

## **SUMMARY OF DECISION**

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

## **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on August 15, 2019, contesting a rent increase from \$1,056.69 to \$1,093.58, effective September 1, 2019.<sup>1</sup>

Additionally, the tenant alleged that the owner is providing him with fewer housing services than he received previously. His list of decreased services included the following:

- Stove dial numbers worn off such that he cannot tell what temperature the stove is set on; and
- Replacement garage door opener not provided.<sup>2</sup>

The owner filed a timely *Property Owner Response* with slightly different rental amounts, claiming a rent increase from \$1,053.86 to \$1,090.75, effective September 1, 2019. The response also stated: "We admit to the recent changes in personnel and lack

<sup>1</sup> In his petition, the tenant answered "Yes" to having received the *RAP Notice* with the contested rent increase.

<sup>2</sup> Although the letter submitted by the tenant with his petition referenced cobwebs on the stairwells and a broken washing machine, he stated at the Hearing that he did not intend to include those items on his list of decreased services for this case.

of communication in following through with Mr. Thompson's requests. Prior to the petition filed by Mr. Thompson we are (sic) unaware of the outstanding requests..."

### **THE ISSUES**

1. When, if ever, was the tenant served with the *RAP Notice*?
2. Was the rent increase notice valid?
3. Have the tenant's housing services decreased and, if yes, in what amount?
4. What, if any, restitution is owed between the parties and how does it affect the rent?

### **EVIDENCE**

Rental History: The tenant testified that he moved into the unit, 305 Euclid Avenue #309, in May 1999, at an initial rent of \$680. He stated that he received the *RAP Notice* when he first moved into the unit.

The tenant further testified that the most recent rent increase notice he received purported to increase his rent from \$1,053.86 to \$1,090.75 a month, effective September 1, 2019. He received this rental increase notice, dated July 30, 2019, in the mail, along with the *RAP Notice*. (Exhibit 3). He is currently paying \$1,090.75 in monthly rent, along with \$60 a month for parking and storage, and plans to continue paying that amount until a decision is issued in this case.<sup>3</sup>

#### Decreased Housing Services

##### Stove Dial Numbers Worn Off

The tenant testified that the numbers on his electric stove dials are worn off such that he cannot tell what temperature the stove is set on, or even if the stove is turned on. The problem became "drastic" in approximately June 2018. Sometimes he does not realize that the stove has been left on, and then a strong smell like road work fills his apartment. Also, if he turns the stove on to high immediately, such as to boil water, this same smell is emitted. He must gradually build the heat from warm to its highest level to avoid the smell. The condition of the stove has affected him to the point that he chooses to eat out rather than cook at home.

##### Replacement Garage Door Opener

The tenant pays a separate charge of \$60 a month for parking at his building. He and his wife both park there, but they lost the additional remote to access the garage sometime in 2018. Without the remote, they must use a key to open the garage door.

The tenant notified Cathy Kane, the onsite manager at the time, about both of these issues sometime in the Fall of 2018, when she introduced herself to him in person. He told her that he would be willing to pay for a replacement remote to access the

---

<sup>3</sup> It was clarified at the Hearing, based on the invoices the tenant submitted into evidence, that the slight discrepancy in the amounts listed on the tenant petition versus the owner response were due to the pro-rated tenant portion of the RAP fee of \$2.83 that the tenant is paying each month (Exhibit 2).

garage. The tenant renewed his request about both items via email to Ms. Kane in December 2018 (Exhibit 1, pages 3-6).<sup>4</sup> On December 17, 2018, Ms. Kane instructed a worker named Fin as follows: "Please respond to JT. Accomdate (sic) the extra fob, get the model number of the stove and we can order the knobs." Fin came to the tenant's unit to look at the stove on December 19, 2018, and said that he would let the appropriate people know about the issue. When the tenant saw Fin again in February 2019, Fin told him that he had no update about either issue. As of the date of the Hearing, the knobs had not been replaced and no garage door opener had been provided.

Naomi Felomino, Accounting Manager for Goldstone Management, testified that she could not confirm whether or not anyone at Goldstone followed through on the tenant's requests. According to Ms. Felomino, since Goldstone had interchanging property management, the tenant's concerns "could very well have been dropped or ignored by the new property manager." Ms. Felomino further stated: "We are in swinging doors with property managers right now."

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

#### **When, if ever, was the tenant served with a *RAP Notice*?**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>5</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>6</sup>

Based on the tenant's testimony, it is found that the tenant received the *RAP Notice* when he moved in, as well as with the rent increase notice being contested in this case.

#### **Was the rent increase notice valid?**

California Civil Code Section 827(a) states that a rent increase cannot take effect until 30 days after the tenant is given written notice. A rent increase notice must either be delivered to a tenant personally (Section 827(b)(1)(A)), or by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure (Section 827(b)(1)(B)).

Because the tenant was served with the rent increase notice by mail, the time period to comply is extended by five (5) days. (Code of Civil Procedure Section 1013(a).) 35 days prior to September 1, 2019, would have been July 28, 2019, but the rent increase notice the tenant is challenging is dated July 30, 2019 (Exhibit 3, page 1). Therefore, the rent increase notice was invalid, and the tenant's base rent remains \$1,053.86 per month.

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<sup>4</sup> The tenant also testified about a possible hacked email account that he communicated his concerns to via email in December 2018 (Exhibit 1, pages 1-2). The tenant was responding to someone named Esteban Seron who purported to work for Goldstone Management and emailed him inquiring about any problems with his unit. The owner's agent at the Hearing stated that Mr. Seron was a former employee in Goldstone's accounting office, but that the address the email originated from did not appear to be a valid Goldstone Management email address.

<sup>5</sup> O.M.C. § 8.22.060(A)

<sup>6</sup> O.M.C. § 8.22.070(H)(1)

## **Have the tenant's housing services decreased and, if yes, in what amount?**

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>7</sup> and may be corrected by a rent adjustment.<sup>8</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

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

There is a time limit for claiming decreased housing services. Once the tenant is served with a *RAP Notice*, a tenant petition must be filed within 90 days after the decrease in service begins. However, if it is a continuing problem, the tenant can file at any time, but is only entitled to restitution beginning 90 days before the petition is filed and to the period of time the owner knew or should have known about the condition.<sup>9</sup>

Since the tenant was initially served with the *RAP Notice* in 1999, his claims should either have been filed within 90 days after the decrease in services began or are limited to 90 days before he filed his petition. Based on the tenant's testimony, the problems with both his stove and garage remote began in 2018. Because the tenant did not file his petition until August 15, 2019, his restitution claim is limited to 90 days prior to that date, which would be May 17, 2019.

The tenant established that the numbers on the stove dials were worn off beginning at least in 2018. This creates a hazard in terms of his not being able to tell when the stove is on or off, and seriously impairs his use of the stove. Furthermore, the stove emits odors that are potentially unsafe when it is turned on high before letting it warm up first. He brought this to the attention of the owner in 2018, and the owner took no action.<sup>10</sup> This amounts to a changed condition from when he first moved into his unit. The tenant is entitled to an ongoing rent decrease of 5% of the rent for this condition until the stove is fixed such that new dials are provided for the stove and the stove no longer emits an odor when it is turned on high. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 17, 2019, as noted on the chart below.

The tenant also established that he has not been provided with a replacement garage door opener, even though he requested one beginning in 2018. This amounts to a changed condition from when he first moved into his unit and impairs his ability to use

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<sup>7</sup> O.M.C. § 8.22.070(F)

<sup>8</sup> O.M.C. § 8.22.110(E)

<sup>9</sup> O.M.C. § 8.22.090(A)(3)(b)

<sup>10</sup> The owner did not dispute the tenant's claims, either in its written response or at the Hearing. In fact, the owner's agent admitted at the Hearing that the tenant's requests could very well have been dropped or ignored.

the parking space for which he pays an extra \$60 each month. Therefore, the tenant is allowed to refrain from paying the \$60 a month parking and storage fee until he is provided with a replacement garage door opener. Additionally, the tenant is entitled to restitution of \$60 a month for this condition, beginning on May 17, 2019, as noted on the chart below.

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

The tenant's base rent is \$1,053.86 a month, along with \$60 a month for parking and storage. The tenant is entitled to a monthly rent decrease for these ongoing conditions: 5% for the stove dials (\$52.69) and \$60 for the missing garage door remote. For now, \$52.69 a month is subtracted from the current legal rent of \$1,053.86 for a total rent of \$1,001.17 a month. This is the tenant's current legal rent. The tenant is also allowed to refrain from paying the \$60 a month parking and storage fee.

The tenant is also entitled to restitution for any rent overpayments since May 17, 2019. Therefore, he is owed a total of \$1,833.91, the sum of \$1,465.01 for the lost services and \$368.90 for the overpaid rent, as noted on the chart below.

Service Lost	From	To	VALUE OF LOST SERVICES		Decrease /month	No. Months	Overpaid
			Rent	% Rent Decrease			
Stove dials	17-May-19	30-Jun-20	\$1,053.86	5%	\$ 52.69	13	\$ 685.01
Garage remote	17-May-19	30-Jun-20			\$ 60.00	13	\$ 780.00
<b>TOTAL LOST SERVICES</b>							<b>\$ 1,465.01</b>
<b>OVERPAID RENT</b>							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Sep-19	30-Jun-20	\$1,090.75	\$1,053.86	\$ 36.89	10	\$ 368.90
<b>TOTAL OVERPAID RENT</b>							<b>\$ 368.90</b>
<b>MONTHLY RENT</b>							<b>\$1,053.86</b>
<b>TOTAL TO BE REPAID TO TENANT</b>							<b>\$ 1,833.91</b>
<b>TOTAL AS PERCENT OF MONTHLY RENT</b>							<b>174%</b>
<b>AMORTIZED OVER</b>				<b>12</b>	<b>MO. BY HRG. OFFICER IS</b>		<b>\$ 152.83</b>

An overpayment of this amount is normally adjusted over a period of 12 months.<sup>11</sup> The restitution deduction is \$152.83 a month. The tenant is entitled to begin to deduct the restitution owed from his rent after this Hearing Decision becomes final. The decision is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

<sup>11</sup> Regulations, Section 8.22.110(F)(4)

**However**, should the owner repair or replace the stove, it can increase the rent by 5% (\$52.69 a month) and should the owner provide the tenant with a replacement garage remote, the tenant must resume paying the parking and storage fee of \$60 a month. **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

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

### ORDER

1. Petition T19-0367 is granted.
2. The tenant's base rent is \$1,053.86 a month, along with \$60 a month for parking and storage.
3. Due to ongoing conditions, the tenant is entitled to a \$52.69 per month rent decrease. The tenant's current legal rent, before consideration of restitution, is \$1,001.17 a month. Due to ongoing conditions, the tenant is entitled to refrain from paying the \$60 a month parking and storage fee.
4. Due to past decreased services and rent overpayments, the tenant is owed restitution of \$1,833.91. Therefore, the tenant's rent is adjusted by a rent decrease for 12 months in the amount of \$152.83 a month.
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the owner wishes to, it can repay the restitution owed to the tenant at any time. If it does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner repairs or replaces the stove, it can increase the rent by 5% (\$52.69 a month). If the owner provides the tenant with a replacement garage remote, the tenant must resume paying the parking and storage fee of \$60 a month. **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

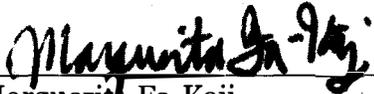
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8. Right to Appeal: **This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be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

Dated: June 15, 2020

  
\_\_\_\_\_  
Marguerite Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T19-0394**

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**

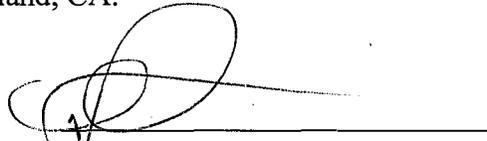
Paul Goldstone, Goldstone Management, Inc.  
82 Shattuck Square  
Berkeley, CA 94704

**Tenant**

Jayi Thompson  
305 Euclid Avenue Unit 309  
Oakland, CA 94610

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **June 19, 2020** in Oakland, CA.

  
\_\_\_\_\_

Raven Smith

Oakland Rent Adjustment Program

**000143**





Jay Tee <jtmerritt05@gmail.com>

**305 Euclid Ave**

3 messages

**Esteban Seron** <esteban\_goldstonemgmt@realtyagent.com>

Wed, Dec 12, 2018 at 9:41 AM

To: jtmerritt05@yahoo.com

*Goldstone was hacked.*

Hi Jayi Thompson,

My name is Esteban, I'm the Accountant Manager at Goldstone Management, Inc. I will appreciate if you would confirm, if there is any damage in your apartment 305 Euclid Ave Apt 301, so that will can fix it as we prepare for next year. Please confirm the receipt of this email.

If you have any further questions please email me.

Esteban Seron  
Goldstone Management, Inc.  
(510)-542-5200 Ext. 505

**Jay Tee** <jtmerritt05@gmail.com>

Wed, Dec 12, 2018 at 2:26 PM

To: esteban\_goldstonemgmt@realtyagent.com

Hello Esteban,

Thanks for reaching out. However, I'm in apt. 309. I will make a list and send it to you tomorrow.

Best,  
JT

[Quoted text hidden]

**Jay Tee** <jtmerritt05@gmail.com>

Thu, Dec 13, 2018 at 1:44 PM

To: Denise T <dejackson1974@yahoo.com>

Hello Esteban,

There really aren't any large repairs necessary. One small thing is:

1. The mirror in the hallway right when you walk into the apartment next to the bathroom need to be more securely attached to the wall. I've attached a picture.

Another issue has to do with the stove:

2. We need replacement dials so we can see what temperature we are setting the stove on. A picture is attached.

Lastly, not sure if you are aware:

3. A few months ago we spoke with the temporary manager (I think her name was Cindy) and she talked about providing us a remote to get into the garage. We have never received one or follow-up on the issue.

Best,  
JT

[Quoted text hidden]

**2 attachments**

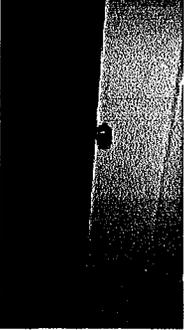
**Apt 309 Kitchen Stove Dials.jpg**  
2497K

*EXH 1*

**000145**

8/14/2019

Gmail - 305 Euclid Ave



**Loose Mirror.jpg**  
1871K

EXM 1

000146

2

-----  
From: Cathy Kane <cathy@goldstonemgmt.com>

Date: Mon, Dec 17, 2018 at 11:25 AM

To: Jay Tee <jthomps247@gmail.com>, Cathy access to Tobin's email (Shared) <tobin@goldstonemgmt.com>

*← At this point hack is known by management & management asks about problems.*

So JT what are the real issues you need assistance with?

Copied is Fin the manager.

Cathy Kane  
GM  
Goldstone Management Inc.  
82 Shattuck Square  
Berkeley, CA 94174  
510.853.3084  
cathy@goldstonemgmt.com

> On Dec 17, 2018, at 11:19 AM, Jay Tee <jthomps247@gmail.com> wrote:

>  
>

> Hello Cathy,

>

> I thought you might want the full communication I had with the person acting as though they worked for the building... They were using a different email address of mine and listed the wrong apartment number which I correct for them in an email.

>

> JT

> ----- Forwarded message -----

> From: Jay Tee

> Date: Mon, Dec 17, 2018 at 11:11 AM

> Subject: Fwd: Repairs for 309

> To: <jthomps247@gmail.com<mailto:jthomps247@gmail.com>>

>

>

>

> Forwarded Conversation

> Subject: Repairs for 309

> -----

>

> From: Jay Tee

> Date: Thu, Dec 13, 2018 at 5:21 PM

> To:

<esteban\_goldstonemgmt@realtyagent.com<mailto:esteban\_goldstonemgmt@realtyagent.com>>

>

>

EXM 1

000147

3

Best,  
JT

-----  
From: Cathy Kane <[cathy@goldstonemgmt.com](mailto:cathy@goldstonemgmt.com)>  
Date: Mon, Dec 17, 2018 at 11:51 AM  
To: Jay Teee <[jthomps247@gmail.com](mailto:jthomps247@gmail.com)>, Cathy access to Tobin's email (Shared) <[tobin@goldstonemgmt.com](mailto:tobin@goldstonemgmt.com)>  
Cc: Cathy access to Tobin's email (Shared) <[tobin@goldstonemgmt.com](mailto:tobin@goldstonemgmt.com)>

Fin

Please respond to JT. Accomodate the extra fob, get the model number of stove and we can order the knobs.

*Refers to ↑ garage remote*

JT is copied.

*All other conversations were verbal. They detailed the fact that I needed a new stove, those parts are no longer made.*

Cathy Kane  
GM  
Goldstone Management Inc.  
82 Shattuck Square  
Berkeley, CA 94174  
510.853.3084  
[cathy@goldstonemgmt.com](mailto:cathy@goldstonemgmt.com)

-----  
From: Cathy access to Tobin's email (Shared) <[tobin@goldstonemgmt.com](mailto:tobin@goldstonemgmt.com)>  
Date: Tue, Dec 18, 2018 at 8:15 AM  
To: Cathy Kane <[cathy@goldstonemgmt.com](mailto:cathy@goldstonemgmt.com)>, Jay Teee <[jthomps247@gmail.com](mailto:jthomps247@gmail.com)>

Hi JT,

I'm Fin the Fontainebleau building manager. I just read the thread the email and when can I see the problem you are having? Give me the best time to see your unit from 8-4pm M-F. Thanks.

Fin

EXH 1

000148

4

From: Jay Teee <jthomps247@gmail.com>  
Date: Tue, Dec 18, 2018 at 10:22 AM  
To: Cathy access to Tobin's email (Shared) <tobin@goldstonemgmt.com>  
Cc: Cathy Kane <cathy@goldstonemgmt.com>

Hello Fin,

Anytime between 9:30a and 12p or 3:30p - 4p. this week. Just let me know. All I need to do is show you our stove dials which I can pull one off the stove and show to you.

Best,  
JT

-----  
From: Cathy access to Tobin's email (Shared) <tobin@goldstonemgmt.com>  
Date: Tue, Dec 18, 2018 at 12:50 PM  
To: Jay Teee <jthomps247@gmail.com>

Hi JT,

I will knock on your door at 9:30am tomorrow 12/19/2018 and take a look at the problems you are having. I would like to take photos as well. Please write Cathy an email giving permission to enter. Again thank you for being patient.

Fin

-----  
From: Jay Teee <jthomps247@gmail.com>  
Date: Tue, Dec 18, 2018 at 4:48 PM  
To: Cathy access to Tobin's email (Shared) <tobin@goldstonemgmt.com>

Thanks Fin,

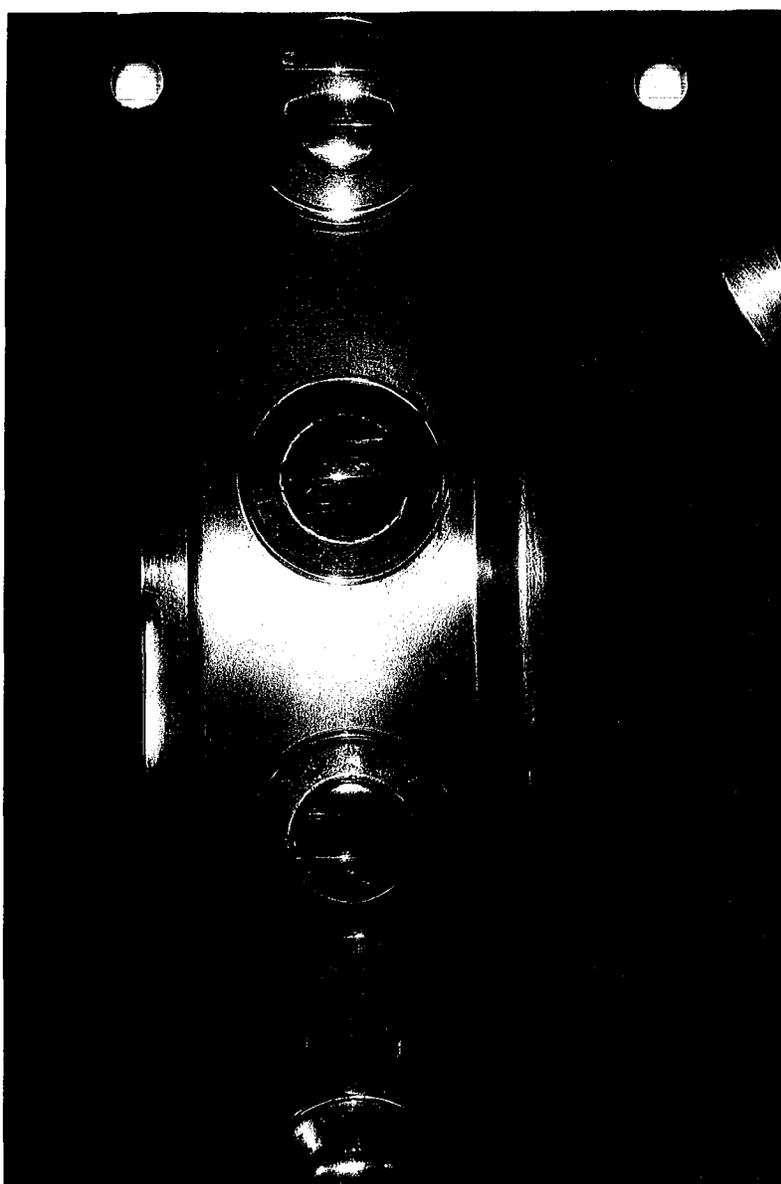
I'll be here at 9:30am tomorrow, so permission from Cathy is not needed. Thanks for following up. By the way, I attached a picture of the stove dials a few days ago and I've attached it here. But, feel free to come and take more. See you tomorrow.

Best,  
JT

-----  
000149

WXH 1

5



EXH (

000150

6

GOLDSTONE MANAGEMENT INC.  
82 SHATTUCK SQ  
BERKELEY, CA 94704-1119

Account : fontb - A0309 - t0000359

Date : 08/26/19

**JAYI THOMPSON**  
**305 EUCLID AVE APT 309**  
**OAKLAND, CA 94610-3209**

*Wrong Checkbook Paid*

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
09/01/19	Rent increase per notice July 2019	36.89		36.89
09/01/19	Rent Control Fee (09/2019)	2.83		39.72
09/01/19	Parking & Storage (09/2019)	60.00		99.72
09/01/19	Parking & Storage (09/2019)	(60.00)		39.72
09/01/19	Rent Charge (09/2019)	1,053.86		1,093.58
	<b>Balance Due</b>			<b>1,093.58</b>

**Please remit all payments to: Goldstone Management**

**000151**

GOLDSTONE MANAGEMENT INC  
82 SHATTUCK SQ  
BERKELEY, CA 94704-1119

*Paid 10/11/19*

Account : fontb - A0309 - t0000359

Date : 09/23/19

**JAYI THOMPSON  
305 EUCLID AVE APT 309  
OAKLAND, CA 94610-3209**

Date	Description	Charges	Payments	Balance
	Balance Forward			0.00
10/01/19	Rent Control Fee (10/2019)	2.83		2.83
10/01/19	Parking & Storage (10/2019)	60.00		62.83
10/01/19	Parking & Storage (10/2019)	(60.00)		2.83
10/01/19	Rent Charge (10/2019)	1,090.75		1,093.58
	<b>Balance Due</b>			<b>1,093.58</b>

**Please remit all payments to: Goldstone Management**

**000152**

GOLDSTONE MANAGEMENT INC.  
82 SHATTUCK SQ  
BERKELEY, CA 94704-1119

*Paid 11/1/19*

**Account :** fontb - A0309 - t0000359

**Date :** 10/25/19

**JAYI THOMPSON  
305 EUCLID AVE APT 309  
OAKLAND, CA 94610-3209**

Date	Description	Charges	Payments	Balance
	Balance Forward			35.00
11/01/19	Rent Contol Fee (11/2019) →	← 2.83		✓ 37.83
11/01/19	Parking & Storage (11/2019)	60.00		97.83
11/01/19	Parking & Storage (11/2019)	(60.00)		37.83
11/01/19	Rent Charge (11/2019)	1,090.75		1,128.58
	<b>Balance Due</b>			<b>1,128.58</b>

**Please remit all payments to: Goldstone Management**

**000153**



Goldstone Management Inc.

**Change in Terms of Rental Agreement  
Effective September 1, 2019**

To: **JAYI THOMPSON**  
**305 Euclid Ave Apt 309**  
**Oakland, Ca 94610**

July 30, 2019

Dear JAYI THOMPSON:

You are hereby notified, in accordance with California Civil Code Section 827, that effective September 1, 2019, your monthly base rent will be increased by \$36.89 which is the 3.5% CPI (Consumer Price Index) adjustment allowed for the City of Oakland for 2019. Your rent will increase from the current rent of \$1053.86 to the new rent of \$1090.75 exclusive of special fees such as the Rent Adjustment Program Fee, capital improvements pass-through, parking and storage where applicable. There is no capital improvement pass-through to your unit this year. Please note that we are not raising the rent in excess of the 3.5% CPI allowed by the City of Oakland for 2019.

You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for capital improvements, operating expense increase, debt service, and deferred annual rent increases.

The current year CPI adjustment allowed is 3.5%. This is 3.5% of your current base rent if you do not have any banking balance. Pursuant to City of Oakland Ordinance 8.22.070 D 1: "While a Tenant petition is pending, a Tenant must pay when due, pursuant to the Rent increase notice, the amount of the Rent increase that is equal to the CPI Rent Adjustment." This 3.5% current year CPI adjustment for your unit is \$36.89. Therefore, if you file a petition, the minimum base rent that must be paid until the matter is heard and settled is \$1053.86.

Pursuant to Oakland Municipal Code section 8.22.070 H 1 c, and if this adjustment to your rent exceeds that which is allowed under the CPI Rent Adjustment, you have the right to request *in writing* a "summary of the justification for the amount of Rent increase in excess of the CPI Rent adjustment..." Please note, however, that such information provided to satisfy compliance with this section will be a "summary" and not a documented financial analysis. A fully documented and complete financial analysis will be provided in response to a tenant's petition pursuant to O.M.C., section 8.22.090.B.2. Again, please note, the adjustment to your rent does not exceed that which is allowed under the CPI rent adjustment.

You can obtain information and the petition forms from the Rent Adjustment Program office at 510-238-3721, or online at <http://www.oaklandnet.com/government/hcd/rentboard/tenant.html>

Excl 3

000154

# 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 \_\_\_ 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)

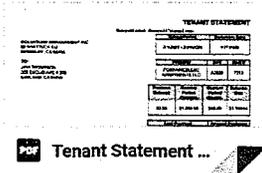
此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510) 238-3721 索取副本。  
La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Duplicate Fontainebleau Rental Invoice inbox x



managers@goldstonemgmt.com <accounting@goldstonemgmt.com>  
to me ▾

Mon, Jan 27, 12:22 PM ☆ ↶ ⋮



↶ Reply    ➡ Forward

EXH 4

# TENANT STATEMENT

Recipient email: jthomps247@gmail.com

GOLDSTONE MANAGEMENT INC.  
82 SHATTUCK SQ.  
BERKELEY, CA 94704

Billing Period	Statement Date
2/1/2020 - 2/29/2020	1/27/2020

**TO:**  
JAYI THOMPSON  
305 EUCLID AVE # 309  
OAKLAND, CA 94610

Property	Unit	Acct #
FONTAINEBLEAU APARTMENTS LLC	A0309	7319

Previous Balance	Current Period Charges	Current Period Credits	Balance Due
\$0.06	\$1,253.58	\$60.00	\$1,193.64

Last Payment	Amount Enclosed
1/8/2020 for \$1,093.58	\$ _____

PLEASE RETURN TOP PORTION WITH YOUR REMITTANCE

DATE	TRANSACTION DESCRIPTION	AMOUNT
2/1/2020	Rent Control Fee -	2.83
2/1/2020	Parking & Storage -	60.00
2/1/2020	Rent Charge - RC - Rent Charge	1,190.75
2/1/2020	Parking & Storage - Credit for Parking Fee	-60.00
<b>CURRENT STATEMENT BALANCE</b>		<b>\$1,193.58</b>
<b>TOTAL DUE</b>		<b>\$1,193.64</b>

COMMENTS

#100 increase

EXM 4

000157

2

Returned Check - Teee Unit #309 Inbox x



**Naomi Felomino** <naomi@goldstonemgmt.com>  
to me ▾

Fri, Oct 11, 2019, 9:13 AM ☆ ↩ ⋮

Hello Jay,

We've been notified that your October rent check as been returned from our bank.  
Please send or bring us a replacement check asap.

**Naomi Felomino**  
**Accounting Manager**  
Goldstone Management, Inc.  
(510)-542-2503

**Jay Teee** <jthomps247@gmail.com>  
to Naomi ▾

Fri, Oct 11, 2019, 11:38 AM



S  
AM3

I'm just seeing this email. Attempted to call the office yesterday when I found out that the ank may have placed a stop payment in error, but the number would hang up on me and not allow me to leave a message. I also attempted to send an email to the last temporary on-site manager I was made aware of (Pranil). We had a history of emails earlier in the year, but yesterday it was returned with the message that I was not on the list of people who could receive mail from.

I came by this morning and dropped a check off because I was out of options, and had no other way to contact you all that I am aware of. Can you help me with who I would contact now with apartment issues? \*

Thanks,  
JT  
...

Has never been replied to →

Thompson Petition - Fontainbleau #309 Inbox x

2  
✕ 📧 📧

Naomi Felomino <naomi@goldstonemgmt.com>

Fri, Oct 18, 2019, 2:14 PM ☆ ↩ ⋮

to me ▾

A week later...

Hi Jayi,

We received your petition from the Oakland Rent Adjustment Program.  
As outlined in your concern you mentioned having included emails and pictures for review, none were included with the packet we received.

Would you please email copies you referred in the letter and include dates addressing the requests you made to the property manager?

Thank you,  
Naomi Felomino  
Accounting Manager  
Goldstone Management, Inc.  
(510)-542-2503

Naomi Felomino <naomi@goldstonemgmt.com>

Thu, Nov 7, 2019, 2:11 PM ☆ ↩ ⋮

to me ▾

3 weeks later...

Hi Jayi,

I'm following up on my prior email regarding items you referred to on the petition.  
Please email copies of the original requests previously made to the property manager and photos so I can forward them to the owner for review in order to respond.

Best regards,

Under "File Review" Section of Property Owner Response, it states to the owner "... you will be able to view the response and attachments by logging in and accessing your case files." It further states make an appointment if they choose to review them in person.

5 AM

000159



CITY OF OAKLAND

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

For date stamp,

APPEAL

Appellant's Name <i>Jay Thompson</i>		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>305 Euclid Avenue #309 Oakland, CA 94610</i>			
Appellant's Mailing Address (For receipt of notices)		Case Number <i>T 19-0367</i>	Date of Decision appealed <i>6/26/20</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: 5

\* You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. \*  
 I declare under penalty of perjury under the laws of the State of California that on June 26, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Paul Goldstone or Agent for Owner Nagmi Feloumo
Address	82 Shattuck Square
City, State Zip	Berkeley, CA 94704
Name	
Address	
City, State Zip	

<u>Gary Thompson</u>	<u>6/26/20</u>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

6/26/20

To: City of Oakland Rent Adjustment Program  
Re: 2019 Rent Hearing Decision Case T19-0394

Hello Marguerita Fa-Kaji- Hearing Officer,

I appreciate the fact that you were able to work through this COVID issue and present us with a hearing decision. I hope all is well with you and your family. I am not attempting to totally appeal the decision, there is just one issue that is misrepresented that I hoped to provide clarity on so the decision could be revised: the \$60 a month for parking & storage is included in the rent, it is not in addition to base rent I've been paying.

When I moved in and for at least 10 years, the parking was included in my rent. I've included a copy of my original lease. Back in 2012 (maybe 2011), they began adding that Parking and Storage fee line to our invoices. I believe I wasn't paying attention, had other things going on in my life at that time and did not contest the rent increase whichever year that was. However, the parking & storage fee has definitely been on our invoices since 2012 and I've been paying that since. It is not an additional fee or separated in any way. I've attached a 2010 invoice that does not have it and a 2012 invoice that does.

I am requesting that you remove the section in your decision that states:

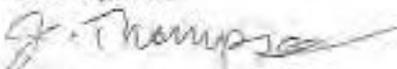
"... and should the owner provide the tenant with a replacement garage remote, the tenant must resume paying the parking and storage fee of \$60 a month."

because, as you can see in my previous invoices, I've never stopped paying that fee since it is included in my rent. My fear is that once they present me a garage remote, I will see an additional \$60 fee for parking and storage (that's always been in my rent) based on your order.

Also, number 2 in your Order separates the rent and the \$60 a month parking and storage. Based on my past rent invoices, please change that because the \$60 a month parking and storage fee was already included in the \$1,053.86 a month rent I was paying.

I truly hope you can remedy this because I have no faith that management will do the right things. Our hearing was on February 24<sup>th</sup> and they said at the hearing that they would replace or fix the stove and provide a garage remote... 4 months and 2 days later they have done nothing. They are still sending me incorrect rent invoices with an extra \$100 charge that has no reason or baring which they started doing back in December. I presented those at the hearing as well. Based on this and other past actions, I am concerned they will hastily get me a garage remote so they can start charging me an extra \$60 fee that has been included in my rent at least since 2012.

Best regards,

  
J. Thompson



CALIFORNIA ASSOCIATION OF REALTORS

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT

ROBERT B. MENDOZA, PROPERTY MANAGER (Landlord) and TARI A. THOMPSON (Tenant) agree as follows:

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements known as 515 BULLOCK APT. 201, OAKLAND, CALIFORNIA 94612 (Premises)

B. The following personal property is included: FURNITURE AND APPLIANCES

2. TERM: The term begins on (date) 05/01/11 ("Commencement Date") (Check A or B):

A. Month-to-month: and continues as a month-to-month tenancy. Either party may terminate the tenancy by giving written notice to the other at least 30 days prior to the intended termination date, subject to any applicable local laws. Such notice may be given on any date.

B. Lease: and shall terminate on (date) at AM/PM.

Any holding over after the term of this Agreement expires, with Landlord's consent, shall create a month-to-month tenancy which either party may terminate as specified in paragraph 2A. Rent shall be at a rate equal to the rent for the immediately preceding month, unless otherwise notified by Landlord, payable in advance. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT:

A. Tenant agrees to pay rent at the rate of \$ 680 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 first day of the month, rent shall be prorated based on a 30-day period. If Tenant has paid one full month's rent in advance of Commencement Date, rent for the second calendar month shall be prorated based on a 30-day period.

D. PAYMENT: The rent shall be paid to (name) CONTINUED FROM APARTMENTS, at (address) 305 BULLOCK APT. OAKLAND, CA 94612, or at any other location specified by Landlord in writing to Tenant.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$ 680 as a security deposit. Security deposit will be given to 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: (1) cure Tenant's default in payment of rent, Late Charges, NSF fees, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) 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 tenancy, Tenant agrees to reinstate the total security deposit within five days after written notice is delivered to Tenant. Within three weeks 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 (2) return any remaining portion of security deposit to Tenant.

C. No interest will be paid on security deposit, unless required by local ordinance.

D. If security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, when and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for security deposit.

5. MOVE-IN COSTS RECEIVED/DUE:

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from MAY 20 to MAY 31, 2011 (date)	225.00			MAY 20, 2011
Security Deposit	680.00			MAY 20, 2011
Other GARAGE RENT	35.00			MAY 20, 2011
Other				
Total	940.00			

The maximum amount that Landlord may receive as security deposit, however designated, cannot exceed two month's rent for an unfurnished premises, and three month's rent for a furnished premises.

6. PARKING: (Check A or B)

A. Parking is permitted as follows: 1 PARKING SPACE FOR 4000 APARTMENT. 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 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 allowed in parking space(s) or elsewhere on the Premises.

OR B. Parking is not permitted on the Premises.

7. STORAGE: (Check A or B)

A. Storage is permitted as follows: The right to storage space is, is not, included in the rent charged pursuant to paragraph 3. If not included in rent, storage space shall be an additional \$ per month. Tenant shall store only personal property that Tenant owns, and shall not store property that is 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, or other inherently dangerous material.

OR B. Storage is not permitted on the Premises.

8. LATE CHARGE/NSF CHECKS: Tenant acknowledges that either late payment of rent or issuance of a non-sufficient funds (NSF) check may cause Landlord to incur costs and expenses, the exact amount 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 that from

Basic Rent \$680  
Included in base rent \$680

Premises: 305 ENCLAVE AVE APT 401 OAKLAND, CALIFORNIA

Date MAY 3, 2011

# 0503

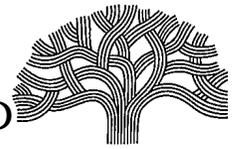
- 28. **INSURANCE:** Tenant's personal property and vehicles are not insured by Landlord or, if applicable, owner's association, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is to carry Tenant's own insurance (Tenant's insurance) to protect Tenant from any such loss.
- 29. **WATERBEDS:** Tenant shall not use or have waterbeds on the Premises unless, (a) Tenant obtains a valid waterbed insurance policy, (b) Tenant increases the security deposit in an amount equal to one-half of one month's rent, and (c) the bed conforms to the local code regarding fireproofing.
- 30. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 31. **NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:  
 Landlord: JOHN C. BROWNE, 1900 MISSISSIPPI STREET, APT 441-208, OAKLAND, CA 94612  
 Tenant: JOHN A. THOMPSON, 305 ENCLAVE AVE, OAKLAND, CA 94612
- 32. **TENANCY STATEMENT (ESTOPPEL CERTIFICATE):** Tenant shall execute and return a tenancy statement (estoppel certificate), delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. The tenancy statement acknowledges that this Agreement is unmodified and in full force, or in full force as modified, and states the modifications. Failure to comply with the requirement shall be deemed Tenant's acknowledgment that the tenancy statement is true and correct, and may be relied upon by a lender or purchaser.
- 33. **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.
- 34.  **MILITARY ORDINANCE DISCLOSURE:** (If applicable and known to Landlord) Premises is located within one mile of an area once used for military training, and which may contain potentially explosive munitions.
- 35. **TENANT REPRESENTATIONS; CREDIT:** Tenant warrants that all statements in Tenant's rental application are accurate. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report at time of application and periodically during tenancy in connection with approval, modification, or enforcement of this Agreement. Landlord may cancel this Agreement, (a) before occupancy begins, upon disapproval of the credit report(s), or (b) 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.
- 36. **OTHER TERMS AND CONDITIONS/SUPPLEMENTS:** PARKING SPACE #23

The following ATTACHED supplements are incorporated in this Agreement: APPROXIMATE USE PROVIDED (2 PAGES), OAKLAND RRAB NOTICE (1 PAGE), WTR SUPPLEMENTARY NOTICE (1 PAGE), ETC.

- 37. **ATTORNEY'S FEES:** In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney's fees and costs.
- 38. **ENTIRE CONTRACT:** Time is of the essence. All prior agreements between Landlord and Tenant are incorporated in this Agreement which constitutes the entire contract. It is intended as a final expression of the parties' agreement, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. The parties further intend that this Agreement constitutes the complete and exclusive statement of its terms, and that no extrinsic evidence whatsoever may be introduced in any judicial or other proceeding, if any, involving this Agreement. Any provision of this Agreement which is held to be invalid shall not affect the validity or enforceability of any other provision in this Agreement.
- 39. **AGENCY:**
  - A. **Confirmation:** The following agency relationship(s) are hereby confirmed for this transaction:  
 Listing Agent: (Print firm name) JOHN C. BROWNE JOHN C. BROWNE is the agent of \_\_\_\_\_  
 (check one):  the Landlord exclusively; or  both the Landlord and Tenant.  
 Leasing Agent: (Print firm name) JOHN C. BROWNE (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 year. An agency disclosure form has been provided to Landlord and Tenant, who each acknowledge its receipt.
- 40.  **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted/translated for Tenant into the following language: \_\_\_\_\_, Interpretation/translation service has been provided by (print name) \_\_\_\_\_, who has the following Driver's License or other identification number: \_\_\_\_\_  
 Tenant has been advised to rely on, and has in fact solely relied on the interpretation/translation services of the above-named individual, and not on the Landlord or other person involved in negotiating the Agreement. If the Agreement has been negotiated primarily in Spanish, Tenant has been provided a Spanish language translation of this Agreement pursuant to California Civil Code, (C.A.R. Form LR-14-S fulfills this requirement.)  
 Signature of interpreter/translator \_\_\_\_\_ Date \_\_\_\_\_

Landlord and Tenant acknowledge and agree that Brokers: (a) Do not guarantee the condition of the Premises; (b) Cannot verify representations made by others; (c) Cannot provide legal or tax advice; (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, Brokers (e) Do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) Do not 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 [Signature] Date 5/3/11  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Landlord [Signature] Date \_\_\_\_\_  
 (owner or agent with authority to enter into this lease)



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department  
Rent Adjustment Program

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

## **CORRECTED HEARING DECISION**

**CASE NUMBER:** T19-0394, Thompson v. Goldstone

**PROPERTY ADDRESS:** 305 Euclid Avenue #309, Oakland, CA

**DATE OF HEARING:** February 24, 2020

**DATE OF SUPPLEMENTAL HEARING:** September 2, 2020

**DATE OF CORRECTED DECISION:** September 10, 2020

**APPEARANCES AT HEARING:** Jayi Thompson, Tenant  
Naomi Felomino, Agent for Owner

**APPEARANCES AT SUPPLEMENTAL HEARING:** Jayi Thompson, Tenant  
No appearance for Owner

### **REASON FOR CORRECTED DECISION**

The original Hearing Decision, signed by the Hearing Officer on June 15, 2020, was mailed to the parties via U.S. Mail on June 19, 2020. On July 2, 2020, the tenant submitted an Appeal form along with a copy of his original rental agreement (signed and dated on May 3, 1999), demonstrating that the parking and storage fee for his apartment is included in his base rent, and is not a separate fee, as the Hearing Officer mistakenly stated in the original decision. The Hearing Officer scheduled a supplemental Hearing to be held on September 2, 2020, for the purpose of allowing the tenant to establish why he did not submit this rental agreement at the original Hearing. A copy of the supplemental Hearing Notice and Zoom invitation were sent to the parties via email on July 28, 2020, and via U.S. mail on August 3, 2020. No emails or U.S. mail were returned as undeliverable.

The tenant established at the supplemental Hearing that the parking and storage fee is indeed part of his base rent. He also demonstrated that Exhibit 2 at the original

**000165**

Hearing, which contained invoices from 2019, showed that the Owner imposed a \$60 parking and storage fee for the months of September, October, and November 2019, but then listed a separate line item crediting those alleged fees back to the tenant. The tenant established that he did not need to submit the rental agreement at the original hearing because he had no reason to believe the Hearing Officer would find in her ultimate decision that the parking and storage fees were a separate amount he owed to the owner and that, once he became aware of the error, he submitted a copy of his original rental agreement to the Rental Adjustment Program.

The original Hearing Decision is hereby vacated and this new Corrected Hearing Decision is being issued in its place.

This CORRECTED HEARING DECISION sets a new appeal period.

### **SUMMARY OF DECISION**

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

### **CONTENTIONS OF THE PARTIES**

The tenant filed a petition on August 15, 2019, contesting a rent increase from \$1,056.69 to \$1,093.58, effective September 1, 2019.<sup>1</sup>

Additionally, the tenant alleged that the owner is providing him with fewer housing services than he received previously. His list of decreased services included the following:

- Stove dial numbers worn off such that he cannot tell what temperature the stove is set on; and
- Replacement garage door opener not provided.<sup>2</sup>

The owner filed a timely *Property Owner Response* with slightly different rental amounts, claiming a rent increase from \$1,053.86 to \$1,090.75, effective September 1, 2019. The response also stated: "We admit to the recent changes in personnel and lack of communication in following through with Mr. Thompson's requests. Prior to the petition filed by Mr. Thompson we are (sic) unaware of the outstanding requests..."

### **THE ISSUES**

1. When, if ever, was the tenant served with the *RAP Notice*?
2. Was the rent increase notice valid?
3. Have the tenant's housing services decreased and, if yes, in what amount?

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<sup>1</sup> In his petition, the tenant answered "Yes" to having received the *RAP Notice* with the contested rent increase.

<sup>2</sup> Although the letter submitted by the tenant with his petition referenced cobwebs on the stairwells and a broken washing machine, he stated at the original Hearing that he did not intend to include those items on his list of decreased services for this case.

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

### **EVIDENCE**

**Rental History:** The tenant testified at the original Hearing that he moved into the unit, 305 Euclid Avenue #309, in May 1999, at an initial rent of \$680. (Supplemental Hearing Exhibit 1.) He stated that he received the *RAP Notice* when he first moved into the unit.

The tenant further testified at the original Hearing that the most recent rent increase notice he received purported to increase his rent from \$1,053.86 to \$1,090.75 a month, effective September 1, 2019. He received this rental increase notice, dated July 30, 2019, in the mail, along with the *RAP Notice*. (Exhibit 3). He is currently paying \$1,090.75 in monthly rent, and plans to continue paying that amount until a decision is issued in this case.<sup>3</sup>

### **Decreased Housing Services**

#### **Stove Dial Numbers Worn Off**

The tenant testified at the original Hearing that the numbers on his electric stove dials are worn off such that he cannot tell what temperature the stove is set on, or even if the stove is turned on. The problem became “drastic” in approximately June 2018. Sometimes he does not realize that the stove has been left on, and then a strong smell like road work fills his apartment. Also, if he turns the stove on to high immediately, such as to boil water, this same smell is emitted. He must gradually build the heat from warm to its highest level to avoid the smell. The condition of the stove has affected him to the point that he chooses to eat out rather than cook at home.

#### **Replacement Garage Door Opener**

The tenant’s rent includes a parking space for the tenant at his building. (Supplemental Hearing Exhibit 1.) He and his wife both park there, but they lost the additional remote to access the garage sometime in 2018. Without the remote, they must use a key to open the garage door.

The tenant notified Cathy Kane, the onsite manager at the time, about both of these issues sometime in the Fall of 2018, when she introduced herself to him in person. He told her that he would be willing to pay for a replacement remote to access the garage. The tenant renewed his request about both items via email to Ms. Kane in

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<sup>3</sup> It was clarified at the original Hearing, based on the invoices the tenant submitted into evidence, that the slight discrepancy in the amounts listed on the tenant petition versus the owner response were due to the pro-rated tenant portion of the RAP fee of \$2.83 that the tenant is paying each month (Exhibit 2). It was clarified at the supplemental Hearing that, although the invoices show a \$60 parking and storage fee for the months of September, October and November 2019, the same invoices show a credit of that amount back to the tenant, which is consistent with his original rental agreement that included parking as something covered by his base rent (Supplemental Hearing Exhibit 1).

December 2018 (Exhibit 1, pages 3-6).<sup>4</sup> On December 17, 2018, Ms. Kane instructed a worker named Fin as follows: “Please respond to JT. Accomdate (sic) the extra fob, get the model number of the stove and we can order the knobs.” Fin came to the tenant’s unit to look at the stove on December 19, 2018, and said that he would let the appropriate people know about the issue. When the tenant saw Fin again in February 2019, Fin told him that he had no update about either issue. As of the date of the Hearing, the knobs had not been replaced and no garage door opener had been provided.

Naomi Felomino, Accounting Manager for Goldstone Management, testified at the original Hearing that she could not confirm whether or not anyone at Goldstone followed through on the tenant’s requests. According to Ms. Felomino, since Goldstone had interchanging property management, the tenant’s concerns “could very well have been dropped or ignored by the new property manager.” Ms. Felomino further stated: “We are in swinging doors with property managers right now.”

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

#### **When, if ever, was the tenant served with a *RAP Notice*?**

The Rent Adjustment Ordinance requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>5</sup> and together with any notice of rent increase or change in the terms of a tenancy.<sup>6</sup>

Based on the tenant’s testimony, it is found that the tenant received the *RAP Notice* when he moved in, as well as with the rent increase notice being contested in this case.

#### **Was the rent increase notice valid?**

California Civil Code Section 827(a) states that a rent increase cannot take effect until 30 days after the tenant is given written notice. A rent increase notice must either be delivered to a tenant personally (Section 827(b)(1)(A)), or by mail under the procedures prescribed in Section 1013 of the Code of Civil Procedure (Section 827(b)(1)(B)).

Because the tenant was served with the rent increase notice by mail, the time period to comply is extended by five (5) days. (Code of Civil Procedure Section 1013(a).) Thirty-five days prior to September 1, 2019, would have been July 28, 2019, but the rent increase notice the tenant is challenging is dated July 30, 2019 (Exhibit 3, page 1). Therefore, the rent increase notice was invalid, and the tenant’s base rent remains \$1,053.86 per month.

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<sup>4</sup> The tenant also testified about a possible hacked email account that he communicated his concerns to via email in December 2018 (Exhibit 1, pages 1-2). The tenant was responding to someone named Esteban Seron who purported to work for Goldstone Management and emailed him inquiring about any problems with his unit. The owner’s agent at the Hearing stated that Mr. Seron was a former employee in Goldstone’s accounting office, but that the address the email originated from did not appear to be a valid Goldstone Management email address.

<sup>5</sup> O.M.C. § 8.22.060(A)

<sup>6</sup> O.M.C. § 8.22.070(H)(1)

## **Have the tenant's housing services decreased and, if yes, in what amount?**

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent<sup>7</sup> and may be corrected by a rent adjustment.<sup>8</sup> However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.

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

There is a time limit for claiming decreased housing services. Once the tenant is served with a *RAP Notice*, a tenant petition must be filed within 90 days after the decrease in service begins. However, if it is a continuing problem, the tenant can file at any time, but is only entitled to restitution beginning 90 days before the petition is filed and to the period of time the owner knew or should have known about the condition.<sup>9</sup>

Since the tenant was initially served with the *RAP Notice* in 1999, his claims should either have been filed within 90 days after the decrease in services began or are limited to 90 days before he filed his petition. Based on the tenant's testimony, the problems with both his stove and garage remote began in 2018. Because the tenant did not file his petition until August 15, 2019, his restitution claim is limited to 90 days prior to that date, which would be May 17, 2019.

The tenant established that the numbers on the stove dials were worn off beginning at least in 2018. This creates a hazard in terms of his not being able to tell when the stove is on or off, and seriously impairs his use of the stove. Furthermore, the stove emits odors that are potentially unsafe when it is turned on high before letting it warm up first. He brought this to the attention of the owner in 2018, and the owner took no action.<sup>10</sup> This amounts to a changed condition from when he first moved into his unit. The tenant is entitled to an ongoing rent decrease of 5% of the rent for this condition until the stove is fixed such that new dials are provided for the stove and the stove no longer emits an odor when it is turned on high. Additionally, the tenant is entitled to restitution of overpaid rent for this condition, beginning on May 17, 2019, as noted on the chart below.

The tenant also established that he has not been provided with a replacement garage door opener, even though he requested one beginning in 2018. This amounts to a changed condition from when he first moved into his unit and impairs his ability to use

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<sup>7</sup> O.M.C. § 8.22.070(F)

<sup>8</sup> O.M.C. § 8.22.110(E)

<sup>9</sup> O.M.C. § 8.22.090(A)(3)(b)

<sup>10</sup> The owner did not dispute the tenant's claims, either in its written response or at the Hearing. In fact, the owner's agent admitted at the Hearing that the tenant's requests could very well have been dropped or ignored.

the parking space. The value of the parking space, per the owner invoices (Exhibit 2) is \$60 a month. The tenant's rental agreement, however, includes the parking space as part of the tenant's base rent (Supplemental Hearing Exhibit 1). Therefore, the tenant is entitled to an ongoing rent decrease of \$60 a month until he is provided with a replacement garage door opener. Additionally, the tenant is entitled to restitution of \$60 a month for this condition, beginning on May 17, 2019, as noted on the chart below.

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

The tenant's base rent is \$1,053.86 a month. The tenant is entitled to a monthly rent decrease for these ongoing conditions: 5% for the stove dials (\$52.69) and \$60 for the missing garage door remote. For now, \$112.69 a month is subtracted from the current legal rent of \$1,053.86 for a total rent of \$941.17 a month. This is the tenant's current legal rent.

The tenant is also entitled to restitution for any rent overpayments between May 17, 2019, and the date of the original decision in this matter. Therefore, he is owed a total of \$1,833.91, the sum of \$1,465.01 for the lost services and \$368.90 for the overpaid rent, as noted on the chart below.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Stove dials	17-May-19	30-Jun-20	\$1,053.86	5%	\$ 52.69	13	\$ 685.01
Garage remote	17-May-19	30-Jun-20			\$ 60.00	13	\$ 780.00
<b>TOTAL LOST SERVICES</b>							<b>\$ 1,465.01</b>
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Sep-19	30-Jun-20	\$1,090.75	\$1,053.86	\$ 36.89	10	\$ 368.90
<b>TOTAL OVERPAID RENT</b>							<b>\$ 368.90</b>
MONTHLY RENT							\$1,053.86
TOTAL TO BE REPAID TO TENANT							<b>\$ 1,833.91</b>
TOTAL AS PERCENT OF MONTHLY RENT							174%
AMORTIZED OVER			12	MO. BY HRG. OFFICER IS			<b>\$ 152.83</b>

An overpayment of this amount is normally adjusted over a period of 12 months.<sup>11</sup> The restitution deduction is \$152.83 a month. The tenant is entitled to begin to deduct the restitution owed from his rent after this Hearing Decision becomes final.<sup>12</sup> The decision

<sup>11</sup> Regulations, Section 8.22.110(F)(4)

is final if no party has filed an Appeal within 20 days of the date the Hearing Decision is mailed to the parties.

**However**, should the owner repair or replace the stove, it can increase the rent by 5% (\$52.69 a month) and should the owner provide the tenant with a replacement garage remote, the owner can increase the rent by \$60 a month. **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**

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

No evidence was submitted at the supplemental Hearing regarding the rent the tenant has paid since the original Hearing Decision was issued. If the tenant has paid a rent amount inconsistent with this Corrected Hearing Decision, the parties are advised to adjust the restitution owed amongst themselves.

### **ORDER**

1. Petition T19-0367 is granted.
2. The tenant's base rent is \$1,053.86 a month.
3. Due to ongoing conditions, the tenant is entitled to a \$112.69 per month rent decrease. The tenant's current legal rent, before consideration of restitution, is \$941.17 a month.
4. Due to past decreased services and rent overpayments, the tenant is owed restitution of \$1,833.91. Therefore, the tenant's rent is adjusted by a rent decrease for 12 months in the amount of \$152.83 a month.
5. The tenant is entitled to reduce the rent per the restitution order after the Hearing Decision becomes final.
6. If the owner wishes to, it can repay the restitution owed to the tenant at any time. If it does so, the monthly decrease for restitution ends at the time the tenant is provided restitution.
7. If the owner repairs or replaces the stove, it can increase the rent by 5% (\$52.69 a month). If the owner provides the tenant with a replacement garage remote, the owner can increase the rent by \$60 a month. **In order to increase the rent, the owner must provide the necessary notice pursuant to Civil Code § 827.**
8. **Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff.** Either party may appeal this decision by filing a properly completed

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

Dated: September 10, 2020

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE BY ELECTRONIC MAIL**

Case T19-0394

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Oakland and County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612. My electronic service address is: sma@oaklandca.gov.

Today, I electronically served the following:  
**CORRECTED Hearing Decision**

I electronically served the document(s) listed above to:

paul@goldstonemgmt.com

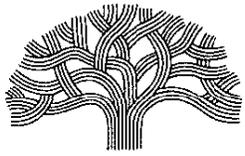
jthomps247@gmail.com

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

Date: September 10, 2020

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Susan Ma  
Program Analyst Two  
Oakland Rent Adjustment Program



CITY OF OAKLAND

**CITY OF OAKLAND  
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

**APPEAL**

Appellant's Name <i>Goldstone Management</i>		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) <i>305 Euclid Avenue #309 Oakland, Ca 94610</i>			
Appellant's Mailing Address (For receipt of notices) <i>82 Shattuck Square, Berkeley Ca 94704</i>		Case Number <i>719-0394</i>	Date of Decision appealed <i>9/10/20</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.

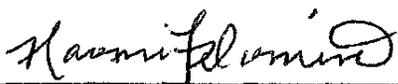
- f)  I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue 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: 2.

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

I declare under penalty of perjury under the laws of the State of California that on September 30, 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>	Jay Thompson
<u>Address</u>	305 Euclid Avenue # 309
<u>City, State Zip</u>	Oakland, Ca 94610
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	9/30/20
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

**Case Number: T19-0394**

**Petitioner: Jayi Thompson**

Landlord Appeal to Corrected Hearing Decision

To: Hearing Officer Marguerita Fa-Kaji

Thank you for your time in working through this case. The landlord is appealing the decision for restitution owed to the tenant for the garage remote.

In the tenant's original petition (referred to as #2 on page 1 dated 8/14/19) he stated requesting another garage door opener due to his old garage door opener disappearing.

In the Hearing Decision dated 6/15/20 page 3 which mentions Ms. Kane instructing a worker Fin: 'Please respond to JT. Accommodate the **extra fob**. (also referred to in the Corrected Hearing Decision dated 9/10/20) The statement made using the term "**extra**" suggests the garage remote to be a 2<sup>nd</sup> remote, therefore also suggests the tenant has 1 original garage remote to access the parking space.

Within the Corrected Decision dated 9/10/20, page 3, Decreased Housing Services/Replacement Garage Door Opener stating "they lost the **additional remote** to access the garage" describes that the tenant was in possession of 2 garage remotes and the additional garage remote was lost.

The rental agreement does reflect 1 garage remote included for 1 parking space. (refer to Page 2 #18 of rental agreement attached). Page 1 item #5 of the rental agreement reflects \$35.00 fee paid for 'Other Gar Door Opener'.

The tenant stated without the remote, they must use a key to open the garage door. If the tenant is in possession of the garage remote originally included at the time the rental agreement was executed he/they would have access to the garage parking without using the key and the "extra" or "additional" fob is for convenience.

Respectfully,

Goldstone Management

Premises: 305 EUCLID AVE, APT 401, OAKLAND, CALIFORNIA

Date MAY 3, 1999

- 9. **CONDITION OF PREMISES:** Tenant has examined Premises, all furniture, furnishings, appliances and landscaping, if any, and fixtures, including smoke detector(s).  
(Check one):  
 A. Tenant acknowledges that these items are clean and in operative condition, with the following exceptions CARPET STAIN IN FRONT OF THREE WINDOWS, TWO BROWNISH STAINS IN LIVING ROOM  
 B. Tenant's acknowledgement of the condition of these items is contained in an attached statement of condition, (such as C.A.R.'s MIMO-11).  
 C. Tenant will provide Landlord a list of items which are damaged or not in operable condition within 3 (or  \_\_\_\_\_) days after Commencement Date, not as a contingency of this Agreement but rather as an acknowledgement of the condition of the Premises.  
 D. Other: \_\_\_\_\_
- 10. **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, registered felons or offenders, fire protection, other governmental services, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development which may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, 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.
- 11. **UTILITIES:** Tenant agrees to pay for all utilities and services, and the following charges: ELECTRIC except WATER AND WASTE REMOVAL, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined by Landlord.
- 12. **OCCUPANTS:** The Premises are for the sole use as a personal residence by the following named persons only: JAY L. THOMPSON
- 13. **PETS:** No animal or pet shall be kept on or about the Premises without Landlord's prior written consent, except NONE
- 14. **RULES/REGULATIONS:** Tenant agrees to comply with all rules and regulations of Landlord which 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.
- 15. **CONDOMINIUM/PLANNED UNIT DEVELOPMENT:**  (If checked) The Premises is a unit in a condominium, planned unit, or other development governed by an owner's association. The name of the owner's association is \_\_\_\_\_  
Tenant agrees to comply with all covenants, conditions and restrictions, by-laws, rules and regulations and decisions of owner's association. Landlord shall provide Tenant copies of rules and regulations, if any. Tenant shall reimburse Landlord for any fines or charges imposed by owner's association or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.
- 16. **MAINTENANCE:**  
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, and keep them clean and sanitary. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage. Tenant shall pay for all repairs or replacements caused by Tenant, or guests or invitees of Tenant, excluding ordinary wear and tear. Tenant shall pay for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall pay 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, except \_\_\_\_\_  
C.  Landlord,  Tenant shall maintain the garden, landscaping, trees, and shrubs, except \_\_\_\_\_
- 17. **ALTERATIONS:** Tenant shall not make any alterations in or about the Premises, without Landlord's prior written consent, including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish, placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials.
- 18. **KEYS/LOCKS:**  
A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_):  
 1 key(s) to Premises,  1 remote control device(s) for garage door/gate opener(s).  
 1 key(s) to mailbox,  \_\_\_\_\_  
 1 key(s) to common area(s),  \_\_\_\_\_  
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:** Tenant shall make Premises available to Landlord or representative for the purpose of entering to make necessary or agreed repairs, 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. Landlord and Tenant agree that twenty-four hours notice (oral or written) shall be reasonable and sufficient notice. In an emergency, Landlord or representative may enter Premises at any time without prior notice.
- 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 prior written consent of Landlord. 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 be null and void, and, 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 obligation under this Agreement.
- 22.  **LEAD PAINT (CHECK IF APPLICABLE):** Premises was constructed prior to 1978. In accordance with federal law, Landlord gives, and Tenant acknowledges receipt of, the disclosures on the attached form (such as C.A.R. Form FLD-14) and a federally approved lead pamphlet.
- 23. **POSSESSION:** If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 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.
- 24. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:** Upon termination of Agreement, Tenant shall: (a) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (b) vacate Premises and surrender it to Landlord empty of all persons; (c) vacate any/all parking and/or storage space; (d) deliver Premises to Landlord in the same condition as referenced in paragraph 9; (e) clean Premises, including professional cleaning of carpet and drapes; (f) give written notice to Landlord of Tenant's forwarding address, and (h) 30-DAY WRITTEN NOTICE OF TERMINATION  
All improvements installed by Tenant, with or without Landlord's consent, become the property of Landlord upon termination.
- 25. **BREACH OF CONTRACT/EARLY TERMINATION:** In addition to any obligations established by paragraph 24, in event of termination by Tenant prior to completion of the original term of Agreement, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses, and painting costs necessary to ready Premises for re-rental.
- 26. **TEMPORARY RELOCATION:** 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.
- 27. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty, which render Premises uninhabitable, either Landlord or Tenant may terminate Agreement by giving the other written notice. Rent shall be abated as of date of damage. The abated amount shall be the current monthly rent prorated on a 30-day basis. If 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 and Landlord acknowledge receipt of copy of this page, which constitutes Page 2 of 7 Pages.  
Tenant's Initials (\_\_\_\_\_) (\_\_\_\_\_) Landlord's Initials (JL) (\_\_\_\_\_)

OFFICE USE ONLY	
Reviewed by Broker or Designee _____	
Date _____	





**MEMORANDUM**

**Date:** October 11, 2021  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Summary in L19-0159, 378 Grand Ave. Associates, LP v. Tenants  
**Appeal Hearing Date:** October 14, 2021

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Property Address: 378 Grand Ave., Oakland, CA  
Appellant/Tenant: Victoria Wentworth et al.  
Respondent/Owner: 378 Grand Ave. Associates, LP

**BACKGROUND**

On June 5, 2019, the owner filed a petition for approval of a rent increase based on capital improvements. The petition was based on work that took place at the subject property in 2017, including the following: entry system replacement, interior painting, new lighting fixtures, boiler replacement, carpet replacement, and roofing.

The subject property contains 19 residential units. The owner did not request a capital improvement pass-through for six of the units because they were either vacant when the petition was filed or the tenants moved in after completion of the project.

Several tenants filed responses and attended the hearing. The tenants alleged, among other things, that the work performed in the building was not necessary and that the conditions in the building were fine prior to the work being performed.

**RULING ON THE CASE**

A hearing on the owner’s petition took place on February 19, 2020. The Hearing Officer issued a Hearing Decision on May 27, 2020, granting the owner’s petition. The

Hearing Officer found that the work performed primarily benefited the tenants. Specifically, the Hearing Officer found the following:

- Replacement of the new entry system, new paint, light fixtures, and new flooring made the building safer for the tenants as only authorized persons can enter the building and the building appears well-maintained and cared for;
- New boiler and insulation of pipes makes the units well heated and more energy-efficient; and
- Roof coating prevents water intrusion and makes the building water-tight which prevents mold.

The Hearing Officer found that although each of the tenants testified that the improvements were not necessary, there was no evidence of gold-plating presented. Nor did the tenants submit evidence that the work was a result of deferred maintenance or that the work was performed to correct Priority 1 or 2 conditions, or that there were any code violations relating to any of the work that was performed.

The owner submitted proof of payments in the form of invoices and bank checks in a total of \$64,505.85. A pass-through of \$26.08 per month was granted for a period of nine years for all units listed in the petition.

### **GROUND FOR APPEAL**

Tenants filed an appeal on the grounds that the decision is inconsistent with the Rent Adjustment Ordinance, Rent Board Regulations, or prior decisions of the Board; the decision is inconsistent with decisions issued by other Hearing Officers; the decision raises a new policy issue that has not been decided by the Board; the decision is not supported by substantial evidence, and “other.”

Specifically, the appeal alleges the following:

- The owner did not obtain the required permit for the boiler replacement, and without a permit such costs cannot be passed on to the tenants;
- Some of the costs included work in commercial areas of the property, which the owner’s representative conceded at the hearing;
- The decision approves costs for tiling work that was not included in the owner’s petition;
- The Hearing Officer failed to analyze the claimed capital improvements for gold-plating, despite evidence presented by the tenants;
- The owner failed to establish that several items benefitted the tenants, including the painting of the common areas, which were painted by the previous owner just one year prior; and

- The Hearing Officer failed to consider the strong likelihood that the owner was exploiting the capital improvement process for unjust enrichment and circumvention of Oakland's tenant protections.

### **ISSUES**

1. Did the Hearing Officer err in failing to make a determination regarding whether a permit was required for the boiler replacement?
2. Did the pass-through calculations account for improvements to area that is non-residential?
3. Are hearing decisions granting capital improvement pass-throughs limited to the capital improvements listed in the owner's petition? Did the Hearing Officer err in including costs for tiling in the capital improvement pass-through calculation?
4. Is the Hearing Officer's finding that the work performed in this case did not constitute gold-plating supported by substantial evidence?
5. Is the Hearing Officer's finding that the work performed in this case primarily benefitted the tenants supported by substantial evidence?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **1) Permit Requirements for Capital Improvements**

- Where building permits are required, a finalized permit is required for a capital improvement pass-through. T13-0279, *Falcon v. Bostrum*.
- Board affirmed hearing decision which denied capital improvement pass-through because owner did not provide finalized permit. T17-0201, *Shannon v. Bowman*; T17-0202, *Johnson v. Bowman*; T17-0282, *Warwick v. Bowman*.
- Board remanded hearing decision to determine which of the work performed required a permit. L16-0038, *Ludwig v. Tenants*.

#### **2) Calculation of Costs (Residential v. Commercial)**

- Rent Adjustment Program Regulations, Appendix A, sec. 10.2.3.1: For mixed-use buildings, only the percentage of residential square footage will be applied in calculating rent increases based on capital improvements. The same principal applies to owner-occupied dwelling (i.e., exclusion of owner-occupied unit).

### 3) Relief Limited to Petition

- As a general matter of due process, parties must be given adequate notice and opportunity to respond to claims.
- Several Rent Adjustment cases have held that relief cannot be granted for claims not raised or stated in a petition.

### 4) Gold-Plating

- Rent Adjustment Program Regulations, Appendix A, sec. 10.2.2:

4. The following may not be considered as capital improvements:

...

c. "Gold-plating" or "Over-improvements"

i. Examples:

- a) A landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.
- b) A landlord replaces a standard bathtub with a jacuzzi bathtub. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

ii. Burden of Proof

- a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements.
- b) Once a tenant meets the burden to prove that the improvement is greater in character or quality than existing improvements, the burden shifts to the landlord to prove that the tenant approved the improvement in writing, the improvement brought the unit up to current building or housing codes, or the improvement did not cost more than a substantially equivalent replacement.

### 5) Improvements Must Primarily Benefit Tenants

- Rent Adjustment Program Regulations, Appendix A, sec. 10.2.2:

Eligible capital improvements include, but are not limited to, the following items:

1. Those improvements which primarily benefit the tenant rather than the landlord. (For example, the remodeling of a lobby would be eligible as a capital improvement, while the construction of a sign advertising the rental complex would not be eligible). However, the complete painting of the exterior of a building, and the complete interior painting of internal dwelling units are eligible capital improvement costs.

- The standard for evaluating the benefit to tenant that is required by Regulations, Appendix A, Sections 10.2-0.2.2 is objective not subjective. T06-0093, *Bernhardt v. Gee Realty*.
- There was substantial evidence that landscaping, swimming pool, garage repair, and window replacements provide a benefit to the tenants & extends the life of the building so these costs qualify as capital improvements. Qualified improvements may be aesthetic. T08-0387, T08-0389, *Marquardt et al. v. Regency Tower Apts.*

## **6) Substantial Evidence**

- Board will not overturn factual findings made by Hearing Officer if there is substantial evidence to support the hearing decision. T00-0340, -0367, & -0368, *Knox v. Progeny Properties*.



**MEMORANDUM**

**Date:** October 11, 2021  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Summary in T19-0394, Thompson v. Goldstone  
**Appeal Hearing Date:** October 14, 2021

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Property Address: 305 Euclid Avenue #309, Oakland, CA  
Tenant/Respondent: Jayi Thompson  
Owner/Appellant: Paul Goldstone

**BACKGROUND**

Tenant Jayi Thompson filed a petition on August 15, 2019, contesting a rent increase from \$1,056.69 to \$1,093.58, effective September 1, 2019. The tenant also alleged that the owner was providing fewer housing services than the tenant received previously. The list of decreased services included the following:

- Stove dial numbers worn off such that tenant cannot tell what temperature the stove is set on; and
- Replacement garage door opener not provided.

The property owner filed a timely response listing slightly different rental amounts, claiming that the rent increase effective September 1, 2019 was from \$1,053.86 to \$1,090.75. The response also stated, among other things, that: "We admit to the recent changes in personnel and lack of communication in following through with Mr. Thompson's requests. Prior to the petition filed by Mr. Thompson we are unaware of the outstanding requests..."

## **RULING ON THE CASE**

A hearing on the tenant's petition took place on February 24, 2020. The Hearing Officer issued a Hearing Decision on June 15, 2020, granting the tenant's petition. The tenant appealed based on a clerical issue. A Corrected Hearing Decision was issued on September 10, 2020. The Hearing Officer made the following determinations:

- **Rent Increase**: The rent increase was unlawful because rent increases served by mail cannot take effect until 35 days after the date of mailing. Because September 1 was not a full 35 days after the date of the rent increase notice (July 30), the increase was invalid.
- **Decreased Services**: The tenant is entitled to an ongoing 5% rent reduction (plus restitution) for the condition of the stove until the stove is fixed. The tenant is entitled to a \$60 per month rent reduction (plus restitution) for the owner's failure to provide the tenant with a replacement garage door opener after the tenant lost theirs and requested a new one, which has impaired the tenant's ability to use their parking space. The \$60 valuation of the replacement garage door opener is based on the contractual value of the tenant's parking space at \$60 per month.

## **GROUND FOR APPEAL**

The owner appeal solely contests the restitution award for the replacement garage door opener. The appeal does not contest the invalidated rent increase or the 5% rent reduction for the stove. The owner contends that the tenant previously had *two* garage door openers—one for the tenant, and one for his wife. The requested “replacement” garage door opener was to replace *one* of the two openers. Therefore, the tenant has still been able to access the garage using the other opener. While not having the second opener may have been an inconvenience, the tenant has still been able to access the garage with the other opener and with a key. Therefore, a complete reduction of the full value of parking (\$60) is not warranted.

## **ISSUES**

1. Does the evidence support the owner's contention that the tenant previously had two garage door openers, and the requested “replacement” was for one of the two, such that the tenant still had access to the garage using the other opener?
2. Does the evidence support a reduction of \$60 per month for the lack of replacement garage door opener?

## **APPLICABLE LAW AND PAST BOARD DECISIONS**

### **Substantial Evidence**

- Board will not overturn factual findings made by Hearing Officer if there is substantial evidence to support the hearing decision. T00-0340, -0367, & -0368, *Knox v. Progeny Properties*.

### **Decreased Housing Services**

- Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that was provided at the beginning of the tenancy that is no longer being provided.