

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD  
FULL BOARD SPECIAL MEETING  
June 9, 2022  
5:00 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 ATT Channel 99 and locating City of Oakland KTOP – Channel 10
- To observe the meeting by video conference, please click on the link below:

When: June 9, 2022 5:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD MEETING- June 9, 2022

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86019550495>

Or One tap mobile :

US: +16699009128,,86019550495# or +13462487799,,86019550495#

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: 860 1955 0495

International numbers available: <https://us02web.zoom.us/j/86019550495>

**COMMENT:**

There are two ways to submit public comments.

- To comment by Zoom video conference, click the “Raise Your Hand” button to request to speak when Public Comment is being taken on an eligible agenda item at the beginning of the meeting. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Instructions on how to “Raise Your Hand” are available [here](#).
- To comment by phone, please call on one of the above listed phone numbers. You will be prompted to “Raise Your Hand” by pressing “\*9” to speak when Public Comment is taken. You will be permitted to speak during your turn, allowed to comment, and after the allotted time, re-muted. Please unmute yourself by pressing “\*6”.

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

## HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD SPECIAL MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
  - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
  - a. Renewal: Adoption of AB 361 Resolution (pp. 4-6)
  - b. Approval of Board Minutes, 5/12/2022 (pp. 7-18)
  - c. Approval of Board Minutes, 5/26/2022 (pp.19-29)
5. APPEALS\*
  - a. T21-0128, Smith v. Chan (pp. 66-144)
  - b. T22-0029, Felix v. Sarabia (pp. 145-164)
6. SCHEDULING AND REPORTS
7. INFORMATION AND ANNOUNCEMENTS
8. EVICTION MORATORIUM RESOLUTION DISCUSSION (pp. 30-65)
9. OPEN FORUM
10. ADJOURNMENT

*Note: Appeal parties do not need to comment on their case during public comment or open forum.*

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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*

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.

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor

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

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

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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>; and

**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>; and

**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>; and

**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>; and

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**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>; and

**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>; and

**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>; and

**WHEREAS**, the City's public-meeting facilities are indoor facilities that do not 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; and

**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; and

**WHEREAS**, on October 14 and December 9, 2021; January 27, February 10, March 10, April 14, and May 12, 2022, the Housing, Residential Rent and Relocation Board (HRRRB) adopted a resolution determining that conducting in-person meetings 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; 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) renews its determination 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 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 occurs first.

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

**May 12, 2022**

**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 by Chair Ingram at 5:07 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS, JR.	Tenant	X		
P. VIRAMONTES	Tenant	X		
J. DEBOER	Tenant Alt.			X
Vacant	Tenant Alt.			
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated			X
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
N. HUDSON	Landlord			X
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.			X

**Staff Present**

Kent Qian

Harman Grewal

Briana Lawrence-McGowan

Mike Munson

Deputy City Attorney

Business Analyst III (HCD)

Administrative Analyst I (RAP)

KTOP

### 3. PUBLIC COMMENT

- a. James Vann from the Oakland Tenants Union spoke and congratulated the Chair for speaking to the City Council about the need to address the CPI issue. Mr. Vann also suggested that the term '*full*' be dropped from the Board agendas since the full Board is not required for a legal meeting and because the Board only has two types of meetings, Board meetings and Panel meetings. Mr. Vann also mentioned that the Board should use the City Attorneys more than they do for guidance and to read the actual language of the law and regulations that apply to the cases being discussed.
- b. Emily from the Oakland Tenants Union spoke and stated that she and the OTU were in support of Chair Ingram's resolution in support of Councilmember Fife's ordinance to change the way the CPI rent adjustment is calculated. Emily stated that if the ordinance does not go through, tenants will be facing a 6.7% CPI increase which is the highest in the history of the rent increases that are listed on the City's website. Emily mentioned that the increase is coming at the same time that ERAP programs are ending, and that tenants are unable to access the funds that they need to help pay their rent as inflation is increasing the cost of goods and services. Emily stated that she supports the ordinance and that if it doesn't pass, she will be facing a massive rent increase that she is doesn't know if she'll be able to pay. Emily stated that this is a commonsense ordinance that still allows for fluctuations due to inflation, but in a way that does not significantly increase the rent of Oakland tenants—especially those who are making less than less than 50% of area medium income and are vulnerable to displacement.
- c. Jill Broadhurst spoke and agreed with Mr. Vann's comments regarding the Board members becoming more familiar with the rent ordinance and how it applies to every rent situation that is presented to them in the appeal cases. Ms. Broadhurst mentioned that it is of great concern if the Board members are not fully reviewing case files, and if they are only relying on the appeal memos provided by the City Attorneys when hearing appeal cases. Ms. Broadhurst also mentioned that there's history related to the CPI matters being discussed and that she hopes the Board is being informed since some of the Board members are new. Ms. Broadhurst stated that there was a brokered deal between landlords, tenants, and the Councilmembers at that time—and that the increases are based on the cost of inflation, as property owners' water bills, trash bills, and insurance bills have all gone up. Ms. Broadhurst mentioned that although 6.7% is higher than previous years, there have been years when owners were only getting 0.9%, 0.7%, or 1.2% in increases.
- d. Gregory McConnell spoke and mentioned that there was a deal brokered between landlords, tenants, and Councilmember Larry Reid, and stated that he and James Vann were asked to participate in discussions regarding the rent increase limits and rent increase caps. Mr. McConnell stated that they

all negotiated, and a resolution was decided upon that everyone felt was fair and appropriate, which was a 10% cap on rent increases, even if banking is used. Mr. McConnell stated that he believes this issue will be heading to court because of the political climate that we're operating in, and that CPI increases are just passing through the costs of inflation that everyone is suffering. Mr. McConnell mentioned that this is a big increase for both tenants and landlords, and that he hopes we can get back to the day where the stakeholders are brought in to negotiate and to try to come to a fair and rational decision, as opposed to just allowing things to be brokered without discussions being had.

- e. John deBoer from the Oakland Tenants Union spoke in favor of Chair Ingram's resolution to support Councilmember Fife's ordinance amendment since the CPI increase is coming while we're still in the pandemic. Mr. deBoer mentioned that the situation will have compound results overtime because next year's increase will be based on this year's increase—and mentioned that if the increase is high now, then it will continue growing as time goes by. Mr. deBoer thanked Chair Ingram for bringing this resolution to the Board and encouraged the Board to vote in favor of the resolution.

#### 4. CONSENT ITEMS

- a. Renewal: Adoption of AB 361 Resolution: Chair Ingram moved to renew the adoption of AB 361 Resolution. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, T. Williams, R. Nickens, Jr., P. Viramontes  
**Nay:** None  
**Abstain:** None

The motion was approved.

#### 5. APPEALS\*

- a. T18-0018, Sund v. Vernon Street Apartments

Appearances: Paul Kranz Tenant Representative  
Gregory McConnell Owner Representative

This case involved a tenant petition against a Costa Hawkins rent increase and this is the second appeal in this case. The tenant alleged that the Costa Hawkins rent increase from the owner was unlawful, as the owner served the Costa Hawkins increase on the basis that the tenant moved away from property and was no longer permanently residing in the unit. The Hearing Officer decided that

the tenant did not have standing to file the petition as a tenant because she no longer lived there, and that the tenant no longer permanently resided or lived in the unit as her principal residence because the tenant moved away in July 2017. The tenant appealed the Hearing Decision, and the Board decided that the Hearing Officer was incorrect when determining that the tenant did not have standing to file the petition and requested for the Hearing Officer to re-examine the decision on the Costa Hawkins rent increase.

The Hearing Officer decided again that the rent increase was valid because the the tenant no longer resided in the unit as her permanent primary residence. The tenant appealed this decision and upon appeal, the tenant argued that her absence from the unit was temporary and due to the needs of her newborn child, that she had always paid the rent for the unit, and that she had always intended to return to unit. As a new piece of new evidence, the tenant argued that she returned to the unit in 2019 and continued to reside there full-time. The tenant also contended that the language of the Costa Hawkins statute only allows rent increase to be imposed to an unlawful sublessee or assignee because the tenant was not an original occupant. The following issues are presented to the Board:

- 1.) Is there substantial evidence to support the Hearing Officer's finding that the tenant no longer permanently resided in the unit at the time the notice was served?
- 2.) Does Costa Hawkins permit a rent increase to an original occupant or does Costa Hawkins allow an increase only on a sublessee or assignee?

The tenant representative contended that the tenant had only been gone for two months at the time that the rent increase notice was served on the tenant and that the Hearing Officer determined that the tenant no longer permanently resided in the unit. The tenant representative argued that two months is not enough time to establish that the tenant had permanently changed her place of residency and that the Costa Hawkins language should be strictly construed, as it states that the tenant must no longer permanently reside in the unit and that there must be a new sublessee or assignee residing in the unit, which was not the case. The tenant representative argued that Costa Hawkins does not apply in this case since the tenant did not permanently reside anywhere else and because the tenant is the original occupant of the unit. The tenant representative contended that the owner made a move out offer to the tenant, but the tenant declined the offer because she wasn't planning to reside elsewhere permanently.

The tenant representative argued that the tenant's testimony was consistent, as she stated that the relationship with her child's father was not permanent and that she intended to come back to the unit. The tenant representative contended that at the time of the hearing, which took place in May 2018, the tenant testified that her baby had significant breathing problems, which required for both parents to present regularly, which was the reason why she could not she could not live in

the unit temporarily because the owner denied her request to allow the baby's father to move in. The tenant representative argued that after the tenant left the unit temporarily, the tenant was then threatened with a Costa Hawkins rent increase. The tenant representative contended that there is no precedent in Oakland that determines what a permanent residence is, and that the owner never filed any response to either of the two appeals that were filed.

The tenant representative argued that the alleged subletting was unsupported, as there was no evidence whatsoever and that the allegations of subletting were concocted by the landlord, and that the Costa Hawkins increase notice was served in retaliation nine days after the tenant notified the landlord that she was pregnant and that her boyfriend was going to move in. The tenant representative contended that landlord's response was that they will not permit the boyfriend to move in and that he would be an illegal sublessee and that they would raise the rent and strictly enforce the lease provision—which is what triggered the tenant to begin staying at her boyfriend's house. The tenant representative argued that because the boyfriend, who was the child's father, could not stay there based on the notice that was sent on August 28<sup>th</sup>, and after the tenant notified the owner that her boyfriend would be moving in, the tenant then notified the landlord that this was clear discrimination based on pregnancy and family status, as owners cannot prohibit somebody from having their child's father move in. The tenant representative argued that the landlord stated that they may consider the tenant's request in the future—but that they felt like the tenant's letter was written as a demand, rather than a request. The tenant representative contended that the tenant contacted the landlord three subsequent times and left a voicemail, which there is a transcript of, and that the tenant also sent an additional email asking for the landlord to reconsider the request, but the landlord never responded.

The owner representative argued that there were substantial findings of fact on the part of the Hearing Officer twice and that in the Hearing Officer's opinion, the tenant misrepresented herself because she stated that she was going to have her child's father move in with her and that he would be leaving his two-bedroom home to move into a single unit. The owner representative contended that this was retaliation because the landlord sent a notice to the tenant stating that they were aware that there were additional people living in the unit and requested for the tenant to stop this. The owner representative argued that after receiving this notice, the tenant then said she would be moving her child's father into the unit—but that the Hearing Officer found this not to be credible, as a pregnant woman was moving her child's father into a one-bedroom unit, although he owns a two-bedroom home. The owner representative contended that the Hearing Officer thought that the tenant's misrepresentation tainted all of her testimony, which the Hearing Officer discounted much of, and that the record shows that the Hearing Officer reviewed the evidence that shows that the tenant didn't live in the unit. The owner representative argued that neighbors and the resident manager said that the tenant didn't live in the unit and that on remand, the Hearing Officer was

directed to determine whether the tenant was a resident of the property, which based on the same testimony from the first hearing, the Hearing Office found that the tenant was not a resident of the property.

The owner representative argued that if the Board wanted the Hearing Officer to additionally consider the question about subletting or assignment, they should have ordered the Hearing Officer to do so on remand. The owner representative contended that there was substantial evidence that there were strangers constantly coming and going from the unit and that the owner's agent and other tenants saw this. The owner representative argued that the Hearing Officer followed exactly what the Board instructed, and that the decision was based solely on the issue of the tenant's presence in the unit, which is supported by substantial evidence in the record.

The owner representative argued that the tenant living at the property now is irrelevant and that this case is focused on where the tenant lived at the time that the hearing took place. The owner representative contended that the Hearing Officer reviewed the evidence of the of the investigator and the testimony of the tenant, which the Hearing Officer found to not be credible—and that the Hearing Officer made a site visit and didn't see any evidence that the tenant was living there. The owner representative argued that discrimination lawsuits have nothing to do with the appeal hearing, and the assertion of what's included in the file in that case is inappropriate because it's not in this record. The owner representative contended that any decision by the Hearing Officer as to whether the unit was being sublet or assigned is not in this record and that there is substantial evidence that shows to the contrary and that there were people coming in and out the unit, carrying luggage, and people visiting the unit who did that live at the property. The owner representative argued that the Board needed to either further remand this case on the subletting issue—or accept that the Hearing Officer followed the Board's previous remand order and decided that there was substantial evidence that the tenant did not permanently reside in the unit. The owner representative contended that the owner is respectfully demanding for the Board to either find that the Hearing Officer complied with the remand order and affirm the decision—or remand the case if there are other issues that have not been decided that we're not included in remand order.

After parties' arguments, questions to the parties, and Board discussion, Chair Ingram moved to grant the tenant's petition, as the proposed rent increase is not valid or enforceable underneath Costa Hawkins, as the petitioner is the original occupant in lawful possession of the unit.

Vice Chair Oshinuga made a substitute motion to remand the case back to the Hearing Officer to make a finding based on the record to consider whether or not there were sublessees or assignees residing in the unit; and based on that, whether 1954.53(d)(2) justifies a Costa Hawkins rent increase. The Hearing

Officer is also to consider effect of 1954.53(d)(3) on whether a 1954.53(d)(2) rent increase can be given to an original occupant that took up the lease with the owner. Parties should be allowed to brief the issues prior the Hearing Officer making a decision. Member P. Viramontes seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, R. Nickens, Jr., P. Viramontes,  
T. Williams  
**Nay:** None  
**Abstain:** None

The motion was approved.

b. L19-0257, Underwood v. Tenants

Appearances: Amy and Vince Underwood Owners  
Michael Cohen Tenant

This case involved an owner appeal, which was previously brought to the Board in January 2022—however, the parties did not show up to the appeal hearing, so the Board dismissed the appeal. The owner filed a petition for a certificate exemption for three units: 763, 765, and 767 15th Street, on the basis that the units were exempt from the Rent Adjustment Ordinance on the grounds of new construction. The Hearing Officer found that the 763 and 765 units did not qualify for the new construction exemption because the units fell within the footprint of the prior residential building—however, the 767 15th Street unit qualified for the new construction exemption because it did not fall within the footprint of prior residential use. The owner appealed the Hearing Decision, arguing that 763 15th Street qualifies because it is new construction and is not redevelopment of the existing unit. The owner contended that he tried to obtain a certificate of occupancy from the City, but the City only provided a certificate for 767 15th Street and not 763 15th Street. The following issues are presented to the Board:

- 1.) Does the owner have good cause under the ordinance for failing to appear for the prior appeal hearing?
- 2.) If the Board finds that there was good cause for the non-appearance, is there substantial evidence to support the Hearing Officer’s decision that the 763 15th Street unit does not qualify for the new construction exemption on the basis that fell within the footprint of prior residential use?

The owners contended that they did not receive the notice for the first appeal hearing, nor did any of the tenants and stated that their main goal is to be exempt from the Rent Adjustment Program and to obtain a Certificate of Exemption for the 763 15th Street unit. The owners argued that they are not trying to evict their tenant or raise the rent, and that they keep their tenant's rent below market value and affordable. The owners contended their tenant has resided in the unit for over five years and that they do not have any issues whatsoever with the tenant. The owners argued that they believe that they fall underneath the Rent Adjustment Program exemption because their property is owner-occupied, as they reside in the upper unit at 765 15th Street. The owners contended that PG&E installed an electrical box for their 765 unit in April of 1987 and that the electrical box was only for unit 765 and not the unit below them. The owners argued that the two-bedroom unit below them, where their tenant currently resides, is a newly constructed unit, not a result of a conversion or prior residential use; that the downstairs unit is a separate unit that was never previously occupied, and that the unit never had electricity, heating, plumbing, or walls and was not livable nor ever used residentially until 2001.

The owners argued that when they finally had the plans to complete the unit, the unit was fully completed, and it passed all City inspections in July 2001—which proves that the unit was never used for prior residential purposes. The owners contended that PG&E confirmed that they installed the electrical box outside for unit 763 on June 11, 2001. The owners contended that PG&E will not do anything without the permission or instruction from the City and that the City approved everything and told PG&E the downstairs unit was completed—but that they never received an occupancy permit for the unit. The owners argued that the post office gave them new addresses, changing the top unit from 772 to 765 15<sup>th</sup> street, and assigned the street address of 763 to the bottom unit. The owners contended that the occupancy permit was granted by the City, which is when the brand-new unit was approved and given a brand-new address, gas meter, and electrical meter. The owners argued that third unit was not done yet and was completed several years later—and that the City approved everything. The owners contended that unit 767 was approved for exemption because they were able to provide paperwork showing that the unit was a brand-new unit—but that they completed two brand new units underneath their 765 unit, that were both completed in the time frame that the RAP allows, and that based on those facts, unit 763 is a newly constructed unit.

The tenant contended that he is the resident of 763 15th Street, that he did not receive notice of the original appeal hearing back in January and confirmed that his rent is very affordable and that he has no issues with the landlords. The tenant argued that his unit is a separate unit, is a newer unit, and that although the owner's upstairs unit was transported and built up—the downstairs unit was newly constructed underneath their unit.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved that the Board finds that there was good cause for non-appearance at the previous appeal hearing due to the parties not receiving notice of the appeal hearing and to reverse the Hearing Officer's decision as it relied on the principle of footprint, which has been rejected by other rent boards—and to remand the case back to the Hearing Officer for a new hearing to consider whether unit 763 only is exempt from the Rent Ordinance under the concept of new construction and based on the certificate of occupancy or last finalized permit. Member R. Nickens, Jr. seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, T. Williams, R. Nickens, Jr., P. Viramontes  
**Nay:** None  
**Abstain:** None

The motion was approved.

c. T19-0326, Williams v. Crane Management

Appearances: Jill Broadhurst Owner Representative

This case involved an owner appeal to a tenant's petition for decreased housing services and this is the second appeal. In the first Hearing Decision, the Hearing Officer found that the tenant never received a RAP notice and issued a decision granting 25% restitution for pest infestations from June 1, 2018, to October 1, 2019, \$787 for three months from October 2019 to December 2019, and 12.5% restitution totaling \$525 from January 2020 to April 2020. On the first appeal the Board remanded the decision back to the Hearing Officer to review evidence regarding the RAP notice and charges because the owner argued on appeal that the tenant did receive the RAP notice, according to another RAP decision, and to review the charges regarding the restitution. On remand, the Hearing Officer found again that the tenant never received a RAP notice since the tenant's testimony at the hearing was uncontradicted by the owner. The Hearing Officer also reviewed the award for decrease housing services claims and left the award unchanged. The owner appealed the remand decision, arguing that in the original appeal, the landlord cited a petition filed by the tenant in case T14-0413—as during that hearing, the tenant gave testimony that she had received and signed a RAP notice. The remained decision never reviewed that prior Hearing Decision. The owner objected to the 25% rent reduction on the grounds that management presented evidence of a good faith effort to resolve the issue and because the

tenant vacated unit 206 on October 12, 2019. The owner contends that since the tenant's petition was filed on June 25, 2019, the on-going credit should be removed from the Hearing Decision. The first Hearing Decision did note that the tenant moved from unit 206 to another unit in the same building. The owner argued that the petition was not filed until 2019, a year and one month after the problem was first documented—and tenants can only be granted a 90-day credit or restitution pursuant to the ordinance. The tenant never paid \$1050 which was noted by the Hearing Officer in the overpayment table—the tenant always paid \$977 per the Hearing Decision. The following issues are presented to the Board:

- 1.) Is the Hearing Officer's determination that the tenant never received a RAP notice supported by substantial evidence?
- 2.) Is the Hearing Officer's determination regarding the decreased housing services claims support supported by substantial evidence?
- 3.) Were the restitution charges supported by substantial evidence since the tenant vacated unit 206 in October 2019?

The owner representative contended that the RAP notice was served to the tenant and that the tenant testified to this and signed off on it in a prior tenant petition that was filed several years beforehand, which RAP has on the record, and which was cited on both appeals and in all of the owner's responses. The owner representative contended that on appeal, the owner requested for either the Senior Hearing Officer or the City Attorneys to look at the evidence, testimony, and the audio testimony and to decide administratively that the calculations had been made in error because they were calculated without taking into consideration that the RAP notice was in fact served on the tenant. The owner representative argued that the owner and management company were actively trying to get rid of the pests that were in the building, even while the property was being transitioned to the new owner. The owner representative argued that as soon as the new owner took possession of the property, they immediately started working towards taking care of the issues—and even offered the tenant a different unit in the building that had already been upgraded. The owner representative contended that the tenant moved into the upgraded unit, and that there was documented evidence submitted to support this. The owner representative contended that the owner is requesting for this case to be remanded back to the Senior Hearing Officer for review and to look at all the documentation to see that there is paperwork in place that proves there was good faith effort made on the current management and owner to eradicate the tenant's issues. The owner representative contended that they are requesting for the award based on decreased housing services to be re-evaluated at 12.5% rather than the current percentage because there was good faith effort from the current management and owner—and for the award to be limited to 90 days

because the RAP notice was served. The owner representative argued that the documentation that supports their case is on file with RAP but was not presented or considered.

After parties' arguments, questions to the parties, and Board discussion, Member P. Viramontes moved to remand the case back to the Hearing Officer for the Hearing Officer to recalculate the restitution amount for decreased housing services based upon OMC 8.22.090(a)(3)(b), restricting the restitution to 90 days prior to the petition being filed and up until unit 206 was vacated. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, T. Williams, R. Nickens, Jr., P. Viramontes  
**Nay:** None  
**Abstain:** None

## 6. SCHEDULING AND REPORTS

- a. None

## 7. INFORMATION AND ANNOUNCEMENTS

- a. As a legislative update, Deputy City Kent Qian announced that the Rent Registry Ordinance is going to the CED Committee on May 24, 2022, and that the amendment to the Rent Ordinance for the CPI increase is going to City Council on May 31, 2022.

## 8. RESOLUTION IN SUPPORT OF COUNCILMEMBER FIFE'S ORDINANCE TO MODIFY CPI RENT ADJUSTMENT

- a. Chair Ingram presented and discussed a resolution that was drafted to support Councilmember Fife's amendment to the Rent Ordinance to modify the CPI rent adjustment.
- b. Member T. Williams moved to continue the discussion at the next Board meeting to allow other Board member to be present for the discussion. Member R. Nickens, Jr. seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, T. Williams, R. Nickens, Jr., P. Viramontes

**Nay:** None  
**Abstain:** None

The motion was approved.

## 9. **EVICITION MORATORIUM RESOLUTION DISCUSSION**

- a. Chair Ingram announced that the Board discussion regarding drafting a resolution to City Council in support of the eviction moratorium was being postponed to the next Board meeting.

## 10. **OPEN FORUM**

- a. James Vann spoke and stated that as a tenant and being with a tenant organization, he can understand putting off the CPI resolution discussion—but mentioned that the issue is a very serious one. Mr. Vann mentioned that he thinks that this issue reflects on the purposes of the Board and stated that if this kind of a resolution passes, the number of evictions that are possible in Oakland will be uncountable. Mr. Vann stated that many tenants have applied for rental assistance and that they're still waiting for the assistance money from the state. Mr. Vann mentioned how this could become a burden that tenants may never overcome—and stated that the Board would be remiss if they failed this opportunity to address the situation.

## 11. **ADJOURNMENT**

- a. The meeting was adjourned at 9:21 p.m.

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

**May 26, 2022**

**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 by Chair Ingram at 5:02 p.m.

**2. ROLL CALL**

<b>MEMBER</b>	<b>STATUS</b>	<b>PRESENT</b>	<b>ABSENT</b>	<b>EXCUSED</b>
R. NICKENS, JR.	Tenant			X
P. VIRAMONTES	Tenant			X
J. DEBOER	Tenant Alt.	X		
Vacant	Tenant Alt.			
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
E. TORRES	Undesignated			X
Vacant	Undesignated Alt.			
Vacant	Undesignated Alt.			
T. WILLIAMS	Landlord	X		
N. HUDSON	Landlord	X		
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.			X

**Staff Present**

Oliver Luby  
Harman Grewal  
Briana Lawrence-McGowan  
Mike Munson

Deputy City Attorney  
Business Analyst III (HCD)  
Administrative Analyst I (RAP)  
KTOP

### 3. PUBLIC COMMENT

- a. Sean Smith spoke and stated that he is a resident in East Oakland, that he would love to hear what the Board has to say about the CPI, and that he would appreciate if the CPI resolution discussion was not retracted from the agenda.
- b. Emily Wheeler from the Oakland Tenants Union spoke on agenda items # 8 and # 9. Ms. Wheeler stated that she was saddened to hear that Chair Ingram was withdrawing the CPI resolution discussion and mentioned that she supported the resolution and Councilmember Fife's recommended ordinance amendment. Ms. Wheeler mentioned the eviction moratorium resolution, which she also supports, and stated that the eviction moratorium is working well, that we're still very much in a pandemic, and that given the constant instability, knowing that she is able to stay in her home is huge deal for her and other tenants. Ms. Wheeler stated that the eviction moratorium gives tenants some stability by knowing that they'll have a roof over their heads.
- c. Geraldine Ivory spoke and asked if her appeal issue was going to be overturned and what the resolution was going to be. Staff informed Ms. Ivory that this was public comment and that her appeal case would be heard and discussed by the Board shortly.
- d. Alyssa Osorio, the program director at a just cause organization that represents Black and Brown working class low-income residents in the Bay Area, spoke on agenda items # 8 and # 9. Alyssa stated that she supports Councilmember Fife's recommended ordinance amendment to decrease the annual allowable rent increase to 60% instead of 100% of the percentage increase in the CPI. Alyssa stated that she opposed raising the cap to any higher than 3% and mentioned that as a resident of Oakland in district two, it's very important that working class people and families are able to stay in their homes. Alyssa mentioned that many of her neighbors are working numerous jobs to make ends meet and that they cannot afford significant increases to their rent, or for the eviction moratorium to be lifted. Alyssa stated that Oakland's rent control policy has kept thousands of working-class Black and Brown residents in their homes, that we still have a working class in Oakland because of this policy, and that organized tenants are demanding a right to stay because the CPI has stayed relatively stable since the ordinance was passed in 2002. Alyssa mentioned that tenants have been able to predict and plan around increases of 1% to 3% a year, and that tenants could previously count on it being consistent—but mentioned that the upcoming CPI of 6.7% is almost three times the average increase over the last two decades, which is unexpected. Alyssa stated that this increase proves that the policy must be revised if we want it to continue to do its job, both guaranteeing a fair return on investment for landlords and protecting and stabilizing tenants rent costs.
- e. Kathleen Sims spoke and stated that she was in opposition to agenda item # 9 and stated that she was glad to hear that it was being removed and

rescinded because she believes that the Board should remain neutral and not take positions on one side or the other.

**4. CPI RESOLUTION DISCUSSION**

- a. Chair Ingram moved to withdraw agenda item # 9. Member T. Williams seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, T. Williams, N. Hudson  
**Nay:** C. Oshinuga, J. deBoer  
**Abstain:** None

The motion was approved.

**5. CONSENT ITEMS**

- a. Approval of Board Minutes, 4/28/2022: Chair Ingram moved to approve the Board minutes from 4/28/2022. Member J. deBoer seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga T. Williams, N. Hudson, J. deBoer  
**Nay:** None  
**Abstain:** None

The minutes were approved.

**6. APPEALS\***

- a. T19-0278, Ivory v. SF Rents

Appearances:	Kevin Kumana	Owner Representative
	Lavinia Frank	Owner Representative
	Geraldine Ivory	Tenant
	H.L. Harvell	Tenant Representative

This case involved an owner appeal of a tenant petition alleging decreased housing services for an unclean elevator and common areas, a broken security gate, and missing and defective security cameras. The owner did not file a response and a hearing was conducted in November 2019, which was attended by the tenant, but not by the owner. A Hearing Decision was issued in August 2020, but it was not properly served on the parties. In January 2022, a revised

Hearing Decision was issued and mailed to the parties. The decision granted decreased housing services awards for the conditions in the amount of 4% of rent for the unclean elevator and common areas, 4% of rent for the broken security gate, and 3% of rent for the missing and defective security cameras. The awards included both on-going rent reductions beginning April 1, 2020, and restitution for overpaid rent from the period beginning 90 days before the petition date, which was January 31, 2019, until January 5, 2022—totaling \$6803.12. The decision stated that the on-going rent reductions will continue until the conditions are addressed and a proper notice of rent increase is issued. The decision also stated that to address the unclean areas, there was a requirement to post a janitorial or cleaning log in the elevator, parking garage, and interior common areas near the entrance to document monthly cleaning and addressing tenant complaints regarding the elevator being dirty within 72 hours.

The owner submitted a timely appeal on the grounds that the decision was not supported by substantial evidence and denial of a sufficient opportunity to respond to the petitioner's claims. The owner contended that the Hearing Decision was amended and extended without notice and that the tenant's witness at the hearing, which was a former property manager, is not credible. The owner contended that the testimony evidence was not accurate, and that the decreased housing services did not occur by providing new evidence to support the contention of past decisions of the Board—which determined that a party that fails to timely respond to a to a petition is precluded from introducing evidence subject to a showing of good cause for failure to respond.

The owner representative contended that the owner never received a notice of the original hearing, and since it was not received, they did not respond and did not know that a hearing had taken place. The owner representative argued that although the hearing was held in November 2019, the Hearing Decision was issued almost a year later in August 2020 and granted the tenant's petition—but was not served. The owner representative contended that the owner was notified about the case for the very first time in January 2022, that the owner didn't have an opportunity to provide evidence for this case, and that the owner would have provided the evidence immediately after receiving notice of the original hearing if it was received. The owner representative argued that the property uses an extensive work order system, that the tenant has used it to submit work orders, and that missing or defective security cameras and security camera access is not part of the services provided to tenants. The owner representative contended that there has been no work order submitted by the tenant in regard to the security cameras throughout her tenancy, that the security cameras have been working the entire time, and that they were used to provide evidence on appeal to show that the conditions that the tenant alleged did not exist. The owner representative argued that a work order was submitted for the security gate issue on March 28, 2019, that the repairs were completed within a week, that a feedback survey was sent to the tenant afterwards, and that the tenant

responded to it saying that everything had been done satisfactorily. The owner representative argued that in regard to the debris and failure to clean the elevator and common areas, a work order was also submitted by the tenant on March 28, 2019, the work was completed, and the tenant acknowledged that it had been completed. The owner representative contended that the tenant then submitted an additional work order about the elevator not being clean in October 2020, that it was investigated by the owner immediately, and that it was found that this wasn't the case, so the work order was closed. The owner representative argued that the tenant then submitted a negative survey, which prompted the owner to check again, but the owner found that the elevator was clean.

The owner representative argued that the building has outdoor common areas, all unit doors face outside, that there's no interior hallway or garage area, and that these areas are all open to the elements. The owner representative contended that they have increased the cleaning schedule and completed cosmetic upgrades to the floors of the elevator. The owner representative argued that anytime the owner is given notice of any complaint, it is resolved—but that there are preferences of individual tenants in regard to certain aspects of the building which is not something they can address to ensure that everyone is perfectly happy. The owner representative contended that the property has a resident manager who works at the building currently, who replaced Mr. Harvell, which was the previous resident manager. The owner representative argued that the tenant did not submit any evidence along with the filed petition, that the allegations were only supported by witness statements, and that only using someone's word doesn't seem fair because the owner keeps written records of everything so that they can appropriately respond and make sure that they're holding staff and vendors accountable. The owner representative argued that it is alarming that so much time went by without the owner receiving any information about the case, even without them receiving the notice of the hearing back in 2019, and that they would have immediately responded to the notice back in 2019 like they did when they received the Hearing Decision in January 2022.

The tenant contended that when she moved into the building in 2015, Mr. Harvell was the resident manager, and the property was well taken care of. The tenant argued that she was informed that there were security cameras at the front door and a security lock, and that the property was clean—but the building was sold to someone else, and a new resident manager took over. The tenant argued that the property got dirtier and dirtier and was a mess; but when the owners received the Hearing Decision in January 2022, all of a sudden, they put a new floor in the elevator and started blowing the parking lot clean. The tenant contended that she lived and suffered through the film and dirt but still paid her rent on time every month.

The tenant contended that she does not understand how the owner did not receive the Hearing notice in 2019 since it was sent to the same address as

hers—and in regard to submitting work orders, she got tired of sending emails and her computer doesn't always work. The tenant argued that she would frequently call the property managers and ask for somebody to clean the elevator—but that over time, the property has had various managers and one of them stated to her that it wasn't their job to clean the elevator and the laundry room. The tenant contended that she got tired of calling them and that she took and provided pictures of the conditions—but was told that nothing was showing to show the condition of the elevator. The tenant argued that when the Hearing Decision was sent them this year, they had the locks changed on the front gate and revamped the yard out front, but that the outside of the building looks better than the inside does in regard to being clean. The tenant contended that she got tired of complaining and started doing cleaning on her own because she got tired of fighting, and that she stopped complaining about the issues over the past 3 years because she didn't think the owner was going to do anything about it.

The tenant representative contended that he was a witness for the tenant at the Hearing in 2019 and that the conditions that were reported were true. The tenant representative argued that in regard to the security gate situation, tenants who have moved in underneath the new owner were given the code to the gate—but after they moved out, their guests still had access to the gate to enter the building. The tenant representative argued that he and the tenant complained about this issue because people were coming into the building that they did not know and did not live there. The tenant representative contended that the elevator was a mess and frequently smelled of dog urine and that things did not change until February of this year. The tenant representative argued that it is not the responsibility of the tenants to report conditions of the walkway, laundry room, where the garbage containers are, and the elevator—as these are things that should be commonly kept up by management. The tenant representative contended that this has been one of the biggest complaints for more than 4 1/2 years and nothing was previously being done about it.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to find that there was no good cause to accept new evidence, to affirm the Hearing Officer's decision in regard to the decreased housing services and rent reduction, and to remand the case back to the Hearing Officer to recalculate the restitution amount and to limit the restitution to 90 days prior to the petition being filed up until the Hearing Date. Member N. Hudson seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga T. Williams, N. Hudson, J. deBoer  
**Nay:** None  
**Abstain:** None

The motion was approved.

b. T22-0015, Fleurentin v. Meridian Management Group

Appearances:	Christa Conry	Tenant Representative
	Gregory McConnell	Owner Representative

This case involved a tenant petition contesting a rent increase from \$1178 to \$2800, noticed on April 15, 2020, and effective January 1, 2021. The owner filed a response in February 2022 and the response included a checked box on the section indicating when a RAP notice was first provided—however, in lieu of listing the requested date that it was served, it included text stating “upon acquiring the building and by prior owners”. An Administrative Decision was issued in March 2022, and the decision noted that the rent increase notice included the RAP notice, and dismissed the petition for lack of timeliness, citing to OMC section 8.22.090.(A)(2)(a)(i), which requires petitions contesting rent increases to be filed within 90 days of the rent increase notice if the owner provided the RAP notice both at the inception of tenancy and with the rent increase notice. The decision did not address whether a RAP notice was provided at the inception of tenancy.

The tenant timely appealed on the grounds that decision is inconsistent with the rent ordinance, it's regulations, or RAP decisions; violates federal, state, or local law—and is not supported by substantial evidence. The tenant contended that the owner never provided a complete RAP notice, including the required translations in Spanish and Chinese. As a result, OMC 822.090(A)(2)(b) applies, providing no time limit on petitioning until a complete RAP notice is provided. Additionally, the tenant contended that since the rent increase was noticed and took effect when the COVID-19 local emergency moratorium on rent increases was in effect, and since the moratorium renders applicable rent increases in excess of CPI void and unenforceable, there's no time limit for challenging an automatically invalid rent increase. The owner submitted a response to the appeal contending that the tenant joined an existing tenancy that had commenced around March 2013 and that the 90-day time limit applies absent evidence that the owner failed to provide the RAP notice at that time. The owner further contends that the moratorium does not apply because the rent ordinance exemption pursuant to Costa Hawkins Civil Code section 1954.52 exempts Costa Hawkins rent increases and the January 1, 2021, effective date of the rent increase is past the June 30, 2020, expiration date of the moratorium.

The tenant representative contended that the tenant is requesting for the Board

to reverse the Hearing Officer's decision, which denied the tenant's petition. The tenant representative argued that the Hearing Decision was inconsistent with Oakland municipal code chapter 8.22 and the Rent Adjustment Program rules and regulations—and that the Hearing Officer should not have dismissed the petitioner's filing as untimely because the landlord failed to provide the tenant with a valid and fully compliant RAP notice at the inception of her tenancy or at any point thereafter. The tenant representative argued that the time limit to the tenant's petition does not apply as alleged because the tenant established a new month to month tenancy on April 1, 2020. The tenant representative contended that once the tenant was the only remaining occupant in her unit and paid rent directly to the landlord, which they accepted, she then became a tenant in her own right rather than a sublessee of an existing tenancy. The tenant representative argued that in April 2020, this immediately triggered the requirements of section 8.22.060 to provide a fully compliant RAP notice in English, Spanish, and Chinese, as the section requires, and that the landlord has the burden of proving compliance with the RAP notice requirement. The tenant representative contended that the tenant should be given an opportunity at a hearing to refute any alleged compliance with the notice requirements.

The tenant representative argued that the petition should not have been dismissed without the opportunity for a hearing because the tenant is entitled to demonstrate that the rent increase was invalid under Costa Hawkins. The tenant representative contended that if the rent increase is not valid under Costa Hawkins, it is void and rendered unenforceable by the emergency ordinance. The tenant representative argued that the rent increase moratorium that was passed in response to the COVID-19 pandemic is regulated by Oakland municipal code, and that any notice of rent increase in excess of the CPI rent adjustment shall be void and unenforceable if the notice is served or has an effective date during the local emergency ordinance. The tenant representative argued that ordinance is still in effect, and that the rent increase notice was served on April 15, 2020, while the emergency ordinance was in effect. The tenant representative contended that the owner concedes that these are factual issues that need to be established, verified, and tested at a hearing and that the tenant is requesting for the Board to reverse the dismissal of tenant's petition and for a hearing to take place.

The owner representative contended that if the Board remands the case for a hearing, the results will be the same because this case clearly involves the Costa Hawkins Rental Housing Act. The owner representative argued that acceptance by the owner of the tenant's rent does not operate as a waiver or otherwise prevent enforcement of government prohibiting sublease or assignment—or as a waiver of the owner's right to establish the initial rental rate, unless the owner has received written notice from the tenant that is a party to the agreement and thereafter accepted. The owner representative contended that the tenant was a

subtenant, that all of the original occupants departed from the unit, that nobody informed the owner that the unit was being sublet to the tenant—and therefore, the collection of rents raises the owner’s right to increase the rent under Costa Hawkins. The owner representative argued that the arguments about the rent increase moratorium under the Oakland rent law are moot because Costa Hawkins preempts the moratorium. The owner representative contended that Costa Hawkins states that an owner still retains the right to set the rent, even if no written notice had been set, and that the purpose of this is to avoid situations when original tenants bring in sublessees and assignees into a unit, and the original tenant sends rent payments without notifying or informing the landlord. The owner representative argued that the original occupants should have provided a written notice to the landlord at the time they left.

The owner representative contended that if a hearing was held for this case, there would have been proof establishing that RAP notices had been complied with and that the Rent Board has no jurisdiction over the rent increase in this case because it is preempted by Costa Hawkins. The owner representative argued that the Hearing Officer’s decision to decide this case administratively is supported by evidence in the record and the law and requested for the Board to rule in favor of the Administrative Decision. The owner representative argued that Costa Hawkins doesn’t waive an owner’s right to set the initial rent unless the owner has received a written notice from a party to the original agreement, that the owner never received written notification, and the rent was just paid and received by the owner. The owner representative contended that if the case is remanded and heard again, the Hearing officer will have to deal with the same fact issues and the results will not change.

After parties’ arguments, questions to the parties, and Board discussion, Member T. Williams moved to find that the record does not contain substantial evidence to support the Hearing Officer’s finding that the tenant’s petition was filed untimely and to remand the case back to the Hearing Officer for a new hearing. Vice Chair Oshinuga seconded the motion.

The Board voted as follows:

**Aye:** D. Ingram, C. Oshinuga, T. Williams, N. Hudson, J. deBoer  
**Nay:** None  
**Abstain:** None

The motion was approved.

## **7. SCHEDULING AND REPORTS**

- a. None

## **8. INFORMATION AND ANNOUNCEMENTS**

- a. Board Training Session—The Brown Act: Deputy City Attorney Oliver Luby presented a PowerPoint to the Board on the Brown Act. Topics discussed included:
  - Legislative Bodies
  - Meetings
  - Agendas
  - Public Participation
  - Remedies

## **9. EVICTION MORATORIUM RESOLUTION DISCUSSION**

- a. Chair Ingram presented Emergency Rental Assistance Program data to the Board and led a continued discussion related to drafting a resolution to support the eviction moratorium.

## **10. OPEN FORUM**

- a. James Vann spoke and stated that he did not receive the the agenda announcement or packet via email as he usually does, that he had a very difficult time finding out that the meeting was happening, and that there was nothing on the website that gave any indication as to if and when the meeting was taking place. Mr. Vann also mentioned that during the first appeal case, he believes that the Board got a little confused as to what the primary issue before the Board was. Mr. Vann also directed the Board's attention to a section of the Rent Ordinance related to rent increases that he believes should come in handy for the Board in future appeal cases.
- b. Emily Wheeler spoke and stated that she was speaking as herself and expressed her appreciation to the Rent Board for the work that they do. Ms. Wheeler mentioned that she thinks that this iteration of the Rent Board is showing up consistently, thanked Chair Ingram for the way he runs meetings, and stated that the Board members seem much more engaged than previous iterations. Ms. Wheeler also mentioned that she wanted to commend Chair Ingram, that she is pleased to see that the Board wants to advise the City Council and stated that she thinks the Board is uniquely positioned to advise our legislative bodies. Ms. Wheeler also stated that she agreed with Member Williams in regard to landlords not being made whole, as they should be—and mentioned that she doesn't think it's fair

that there has not been more assistance, including more timely disbursement of ERAP funds. Ms. Wheeler stated that she'd like to see a solution that helps both tenants and landlords in these times of uncertainty, as many people have lost their jobs, have not received any rent assistance, and are still very much struggling. Ms. Wheeler mentioned that many people try and pretend that we're not in a pandemic—but that is not true, and that there is still very much an impact.

11. **ADJOURNMENT**

- a. The meeting was adjourned at 8:47 p.m.

2020 APR 15 AM 11:45

APPROVED AS TO FORM AND LEGALITY



CITY ATTORNEY'S OFFICE

INTRODUCED BY COUNCILMEMBER NIKKI FORTUNATO BAS,  
COUNCIL PRESIDENT PRO TEMPORE DAN KALB,  
CITY ATTORNEY BARBARA J. PARKER,  
COUNCILMEMBER NOEL GALLO,  
COUNCILMEMBER LYNETTE GIBSON MCELHANEY,  
COUNCIL PRESIDENT REBECCA KAPLAN,  
VICE MAYOR LARRY REID,  
COUNCILMEMBER LOREN TAYLOR, AND  
COUNCILMEMBER SHENG THAO

## OAKLAND CITY COUNCIL

ORDINANCE NO. 13589 C.M.S.

Six Affirmative Votes Required

**EMERGENCY ORDINANCE (1) IMPOSING A MORATORIUM ON RESIDENTIAL EVICTIONS, RENT INCREASES, AND LATE FEES DURING THE LOCAL EMERGENCY PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC; (2) PROHIBITING RESIDENTIAL AND COMMERCIAL EVICTIONS BASED ON NONPAYMENT OF RENT THAT BECAME DUE DURING THE LOCAL EMERGENCY WHEN TENANT SUFFERED A SUBSTANTIAL LOSS OF INCOME DUE TO COVID-19; (3) PROHIBITING RESIDENTIAL EVICTIONS FOR NON-PAYMENT OF RENT WHERE THE LANDLORD IMPEDED THE PAYMENT OF RENT; AND (4) CALLING ON STATE AND FEDERAL LEGISLATORS AND FINANCIAL INSTITUTIONS TO PROVIDE RELIEF TO LOW-INCOME HOMEOWNERS AND LANDLORDS**

**WHEREAS**, COVID-19 is a respiratory disease which was first detected in China and has now spread across the globe, with multiple confirmed cases in California, including the Bay Area; and

**WHEREAS**, On March 1, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP declared a Local Health Emergency, and

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom proclaimed that a State of Emergency exists in California as a result of the threat of COVID-19; and

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**WHEREAS**, Oakland is experiencing a severe housing affordability crisis and 60 percent of Oakland residents are renters, who would not be able to locate affordable housing within the City if they lose their housing; and

**WHEREAS**, in the City of Oakland, more than 4000 of our community members are homeless and live outdoors, in tents or in vehicles; and

**WHEREAS**, because homelessness can exacerbate vulnerability to COVID-19, it is necessary to take measures to preserve and increase housing security for Oakland residents; and

**WHEREAS**, the World Health Organization announced on March 11, 2020, that it has characterized COVID-19 as a pandemic; and

**WHEREAS**, on March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency which was ratified by the Oakland City Council on March 12, 2020; and

**WHEREAS**, at the City Council's Special Meeting on March 12, 2020, numerous members of the public gave commentary about the need to prevent residential evictions during the COVID-19 crisis; and

**WHEREAS**, on March 16, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP issued a Shelter-in-Place Order, requiring all Alameda County Residents to stay in their homes and leave only for specified essential purposes; and

**WHEREAS**, on March 17, 2020, the California Public Utilities Commission's (CPUC) Executive Director determined that energy, water, sewer, and communications companies under CPUC jurisdiction should halt customer disconnections for non-payment as a result of the State of Emergency called by Gov. Gavin Newsom. (Source: <http://docs.cpuc.ca.gov/PublishedDocs/Published/G000/M329/K673/329673725.PDF>); and

**WHEREAS**, the following California cities have enacted emergency eviction moratoriums: San Francisco, Berkeley, Emeryville, Alameda, San Jose, Los Angeles and San Diego, among others; and

**WHEREAS**, many Oakland residents are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with rent payments; and

**WHEREAS**, many Oakland businesses are suffering economic losses related to COVID-19, in particular since the March 16, 2020, Shelter in Place Order; and

**WHEREAS**, the City of Oakland is supporting its small businesses and workers during this crisis by maintaining a new web page ([www.oaklandbusinesscenter.com](http://www.oaklandbusinesscenter.com)) to serve as a portal for all the local, state and federal resources available to support small businesses and workers during this crisis. These resources include assistance with small business taxes, loan programs, worker benefits programs, and other direct business support; and

**WHEREAS**, many Landlords charge late fees which can operate as an unfair penalty if a tenant is unable to pay rent due to reasons related to COVID-19; and

**WHEREAS**, some Landlords refuse to provide a W-9 form when required for a tenant to access rental assistance from a government or non-profit agency; and

**WHEREAS**, pursuant to Oakland Municipal Code Section 8.22.360F, the City Council may add limitations to a landlord's right to evict under the Just Cause for Eviction Ordinance; and

**WHEREAS**, during this state of emergency, and in the interests of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness; and

**WHEREAS**, an emergency ordinance restricting evictions during the COVID-19 crisis would help ensure that residents stay housed during the pandemic and would therefore reduce opportunities for transmission of the virus; and

**WHEREAS**, the City Council finds that the Just Cause for Eviction Ordinance, as amended herein, is consistent with Civil Code Section 1946.2 (as enacted by the Tenant Protection Act of 2019), is more protective than Civil Code Section 1946.2, and, in comparison to Civil Code Section 1946.2, further limits the reasons for termination of residential tenancy, provides additional tenant protections, and, in conjunction with other City ordinances, provides for higher relocation assistance payments; and

**WHEREAS**, on March 16, 2020, California Governor Gavin Newsom issued Executive Order N-28-20, which, among other things, suspended any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on commercial evictions, if the basis for eviction was nonpayment of rent, or foreclosure, arising out of a substantial decrease in income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic, or a government agency's response to it, and is documented; and requests that financial institutions implement an immediate moratorium on foreclosures and related evictions that arise due to a substantial loss of household/business income, or substantial out-of-pocket medical expenses, due to COVID-19; and

**WHEREAS**, on March 18, 2020, the Federal Housing Administration (FHA) enacted a 60-day moratorium on foreclosures and evictions for single family homes with FHA-insured mortgages, and the Federal Housing Finance Agency suspended foreclosures and evictions for single family homes with mortgages backed by either the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac) for 60-days; and

**WHEREAS**, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, ordering, with limited exceptions, all individuals living in the state of California to stay at home or at their place of residence, until further notice; and

**WHEREAS**, on March 19, 2020, the United States Senate introduced a \$1 trillion proposal for a coronavirus stimulus package, with support from the Trump Administration, which includes a direct payment to qualified individuals, small business loans, corporate tax cuts, and financial support for hard-hit industries such as airlines; and

**WHEREAS**, according to the 2018 City of Oakland Equity Indicators Report 74 percent of African American residents are renters, 69 percent of Latinx residents are renters, and 48 percent of Asian residents are renters; and 58 percent of African American and 53 percent of Latino residents are rent burdened in Oakland, and African American residents are twice as likely to receive an eviction notice than all residents; and

**WHEREAS**, this Ordinance will serve justice and promote racial equity for African American and Latinx renters; and

**WHEREAS**, pursuant to City Charter Section 213, the City Council may introduce and adopt an emergency ordinance at the same City Council meeting by six affirmative six votes; and

**WHEREAS**, the City Council finds that it is necessary to enact an emergency ordinance pursuant to the powers that City Charter Section 213 grants to the City Council to preserve the public health and safety which is threatened by COVID-19; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance.

**SECTION 2. Purpose and Intent.** The purpose and intent of this ordinance is to prevent displacement, reduce transmission of the novel Coronavirus (COVID-19), and promote the stability and the health and safety of the residents and businesses of Oakland during the Local Emergency declared by the City Administrator on March 9, 2020, and ratified by the Oakland City Council on March 12, 2020, in response to the COVID-19 pandemic (hereinafter, "Local Emergency").

**SECTION 3. Residential Eviction Moratorium.** Except when the tenant poses an imminent threat to the health or safety of other occupants of the property, and such threat is stated in the notice as the grounds for the eviction, it shall be an absolute defense to any unlawful detainer action filed under Oakland Municipal Code 8.22.360A subsections (1) – (10) that the notice was served or expired, or that the complaint was filed or served, during the Local Emergency. Any notice served pursuant to Oakland Municipal Code 8.22.360A (1) - (10) on a tenant during the Local Emergency shall include the following statement in bold underlined 12-point font: **“Except to protect the health and safety of other occupants of the property, you may not be evicted during the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic. This does not relieve you of the obligation to pay back rent in the future. You may contact the Rent Adjustment Program at (510) 238–3721 for additional information and referrals.”** This section shall remain in effect until May 31, 2020, unless extended.

**SECTION 4. Rent Increase Moratorium.** For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency shall include the following statement in bold underlined 12-point font: **“During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3.5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510) 238–3721 for additional information and referrals.”**

**SECTION 5. Late Fee Moratorium.** Notwithstanding any lease provision to the contrary, for residential tenancies, no late fees may be imposed for rent that became due during the Local Emergency if the rent was late for reasons resulting from the COVID-19 pandemic. This includes, but is not limited to (1) the tenant was sick or incapacitated due to COVID-19, or was complying with a recommendation from a governmental agency to self-quarantine, (2) the tenant suffered a substantial reduction in household income because of a loss of employment or a reduction in hours, or because they were unable to work because they were caring for their child(ren) who were out of school or a household or family member who was sick with COVID-19, or because they were complying with a recommendation from a government agency to self-quarantine, and (3) the tenant incurred substantial out-of-pocket medical expenses caused by COVID-19. Any notice demanding late fees for rent that became due during the Local Emergency shall include the following statement in bold underlined 12-point font: **“You are not required to pay late fees for rent that became due during the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic if the rent was late for reasons**

**related to the pandemic. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals.**

**SECTION 6. Commercial Eviction Moratorium.** In any action for unlawful detainer of a commercial unit based on non-payment of rent, it shall be an absolute defense if the failure to pay rent during the local emergency was the result of a substantial decrease in income (including but not limited to a decrease caused by a reduction in hours or consumer demand) and the decrease in income was caused by the COVID-19 pandemic or by any local, state, or federal government response to COVID-19, and is documented. This section shall only apply to small businesses as defined by Government Code Section 14837(d)(1)(A) and to nonprofit organizations. Any notice to a commercial tenant demanding rent shall include the following statement in bold underlined 12-point font: **“If you are a small business as defined by Government Code 14837(d)(1)(a) or a non-profit organization, you may not be evicted for failure to pay rent if the failure was due to a substantial decrease in income caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented. This does not relieve you of the obligation to pay back rent in the future.”** This section shall remain in effect until May 31, 2020, unless extended. Nothing in this section shall relieve the tenant of liability for the unpaid rent.

**SECTION 7. No Residential Eviction for Nonpayment of Rent that Became Due During the Local Emergency.** In any action for unlawful detainer filed under Oakland Municipal Code 8.22.360.A.1, it shall be a defense that the unpaid rent became due during the Local Emergency and was unpaid because of a substantial reduction in household income or substantial increase in expenses resulting from the Coronavirus pandemic. This includes, but is not limited to, where, as a result of the Coronavirus pandemic, the tenant suffered a loss of employment or a reduction in hours, or was unable to work because their children were out of school, or was unable to work because they were sick with COVID-19 or caring for a household or family member who was sick with COVID-19, or they were complying with a recommendation from a government agency to self-quarantine, or they incurred substantial out of pocket medical expenses due to COVID-19. Any notice served on a residential tenant demanding rent that became due during the Local Emergency shall include the following statement in bold underlined 12-point type: **“You may not be evicted for rent that became due during the Local Emergency if the rent was unpaid because of a substantial reduction in household income or a substantial increase in expenses related to the Coronavirus pandemic. This does not relieve you of the obligation to pay back rent in the future. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals.”** Nothing in this subsection shall relieve the tenant of liability for the unpaid rent.

**SECTION 8. No Eviction if Landlord Impeded Payment of Rent.** Subsection D of Section 8.22.360 of the Oakland Municipal Code (Just Cause for Eviction Ordinance) is hereby repealed and reenacted with amendments, as set forth below (additions are shown as double underline).

D. Substantive limitations on landlord's right to evict.

1. In any action to recover possession of a rental unit pursuant to Section 6 [8.22.360], a landlord must allege and prove the following:
  - a. the basis for eviction, as set forth in Subsection 6(A)(1) through 6(A)(11) [8.22.360 A.1 through 8.22.360 A.11] above, was set forth in the notice of termination of tenancy or notice to quit;
  - b. that the landlord seeks to recover possession of the unit with good faith, honest intent and with no ulterior motive;
2. If landlord claims the unit is exempt from this ordinance, landlord must allege and prove that the unit is covered by one of the exceptions enumerated in Section 5 [8.22.350] of this chapter. Such allegations must appear both in the notice of termination of tenancy or notice to quit, and in the complaint to recover possession. Failure to make such allegations in the notice shall be a defense to any unlawful detainer action.
3. This subsection (D) [8.22.360 D] is intended as both a substantive and procedural limitation on a landlord's right to evict. A landlord's failure to comply with the obligations described in Subsections 7(D)(1) or (2) [ sic ] [8.22.360 D.1 or 8.22.360 D.2] shall be a defense to any action for possession of a rental unit.
4. In any action to recover possession of a rental unit filed under 8.22.360A1, it shall be a defense if the landlord impeded the tenant's effort to pay rent by refusing to accept rent paid on behalf of the tenant from a third party, or refusing to provide a W-9 form or other necessary documentation for the tenant to receive rental assistance from a government agency, non-profit organization, or other third party. Acceptance of rental payments made on behalf of the tenant by a third party shall not create a tenancy between the landlord and the third party as long as either the landlord or the tenant provide written notice that no new tenancy is intended.

**SECTION 9. No Relief from Liability for Rent.** Nothing in this Ordinance shall relieve any tenant of liability for unpaid rent that became due during the Local Emergency. Landlords are encouraged to work with local agencies that will be making rental assistance available for qualifying tenants.

**SECTION 10. Notice Requirements.** Obligatory notice statements required by this ordinance shall be written in the language that the landlord and/or the landlord's agents normally use for verbal communications with the tenant.

**SECTION 11. Good Samaritan Temporary Rent Decreases** – A landlord and tenant may agree in writing to a temporary rent reduction without reducing the base rent used for calculating rent increases under the Rent Adjustment Ordinance. For Good Samaritan Status to exist, the written agreement must include a statement that the

reduction is temporary and is unrelated to market conditions, habitability, or a reduction in housing services.

**SECTION 12. No Waiver of Rights.** Any agreement by a tenant to waive any rights under this ordinance shall be void as contrary to public policy.

**SECTION 13. City Council Request for Additional State and Federal Action.** The Oakland City Council hereby requests and urges Governor Newsom, California State legislators and U.S. Senators and Representatives to enact comprehensive legislation to further protect residents, tenants, homeowners and small businesses from the adverse health, safety and economic impacts of this crisis. This includes, but is not limited to, the following:

- A moratorium on mortgage foreclosures;
- A moratorium on commercial rent increases;
- Creation of emergency direct assistance programs for rent and mortgage payments, and other housing-related expenses such as utilities, property taxes, and insurance;
- Urging banks and financial institutions to suspend rents and mortgages;
- Creation of emergency grant programs to small businesses and nonprofits;
- Creation of emergency programs that provide homes and expanded services for people experiencing homelessness; and
- A moratorium on evictions, including those residential units newly covered by the enactment of AB 1482, which added Civil Code Section 1946.2.

**SECTION 14. City Council Requests Action by Financial Institutions.** The Oakland City Council hereby requests and urges banks and financial institutions to suspend mortgage payments, foreclosures, and late fees for low-income homeowners and landlords, with immediate forgiveness, and encourages financial institutions to provide zero-interest emergency unsecured loans and grants to small businesses and non-profits within Oakland that are unable to meet rent, mortgage, or other fixed operating costs.

**SECTION 15.** This ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment), 15061(b)(3) (no environmental impact), 15269(c) (specific actions necessary to mitigate an emergency), and 15378 (regulatory actions). In response to the COVID-19 crisis, which has been declared a national, state, and local emergency, this ordinance implements rent stabilization measures and an eviction moratorium for existing residential units in the City with tenants who have been negatively impacted by the emergency.

The ordinance is necessary to mitigate an emergency and contains no provisions modifying the physical design, development, or construction of residential or

nonresidential structures. Accordingly, it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment and result in no physical changes to the environment.

**SECTION 16. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

**SECTION 17. Direction to City Administrator.** The City Council hereby directs the City Administrator to transmit a copy of this Ordinance to all banks, financial institutions, and public utilities operating in Oakland, Governor Gavin Newsom, State Senator Nancy Skinner, Assembly Member Buffy Wicks, Assembly Member Rob Bonta, U.S. Senator Kamala Harris, U.S. Senator Dianne Feinstein, and U.S. Representative Barbara Lee.

**SECTION 18. Regulations.** The City Administrator may issue regulations, guidance, and forms as needed to implement this Ordinance, including but not limited to guidelines for repayment of back rent.

**SECTION 19. Effective Date.** This ordinance shall become effective immediately if it receives six or more affirmative votes.

IN COUNCIL, OAKLAND, CALIFORNIA,

**Introduction Date**

PASSED BY THE FOLLOWING VOTE:

**MAR 27 2020**

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND PRESIDENT KAPLAN — 8

NOES - 0  
ABSENT - 0  
ABSTENTION - 0

ATTEST:



LATONDA SIMMONS

City Clerk and Clerk of the Council of the City of  
Oakland, California

Date of Attestation:

April 15, 2020

## NOTICE AND DIGEST

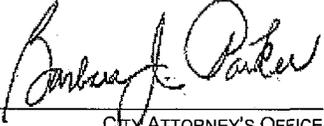
**EMERGENCY ORDINANCE (1) IMPOSING A MORATORIUM ON RESIDENTIAL EVICTIONS, RENT INCREASES, AND LATE FEES DURING THE LOCAL EMERGENCY PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC; (2) PROHIBITING RESIDENTIAL AND COMMERCIAL EVICTIONS BASED ON NONPAYMENT OF RENT THAT BECAME DUE DURING THE LOCAL EMERGENCY WHEN TENANT SUFFERED A SUBSTANTIAL LOSS OF INCOME DUE TO COVID-19; (3) PROHIBITING RESIDENTIAL EVICTIONS FOR NON-PAYMENT OF RENT WHERE THE LANDLORD IMPEDED THE PAYMENT OF RENT; AND (4) CALLING ON STATE AND FEDERAL LEGISLATORS AND ON FINANCIAL INSTITUTIONS TO PROVIDE RELIEF TO LOW-INCOME HOMEOWNERS AND LANDLORDS**

This ordinance imposes a temporary moratorium on residential evictions and rent increases in excess of CPI during the Local Emergency. It also prohibits residential evictions and the imposition of late fees for rent that became due during the Local Emergency if the tenant's failure to pay rent was a result of a substantial decrease in income or a substantial increase in expenses related to COVID-19; and prohibits evictions when the landlord has impeded the tenant's efforts to pay rent. The ordinance imposes a temporary moratorium on evictions of small businesses for non-payment of rent when the tenant suffered a substantial loss of business income related to COVID-19.

At the Oakland City Council's March 27, 2020 special meeting, the Council unanimously adopted the Emergency Ordinance by a vote of 8 ayes. Councilmember Fortunato-Bas made the motion to adopt the ordinance and President Pro Tempore Kalb seconded the motion.

APPROVED AS TO FORM AND LEGALITY

INTRODUCED BY COUNCILMEMBER NIKKI FORTUNATO BAS,  
COUNCIL PRESIDENT PRO TEMPORE DAN KALB, AND  
CITY ATTORNEY BARBARA J. PARKER

  
CITY ATTORNEY'S OFFICE

## OAKLAND CITY COUNCIL

ORDINANCE NO. 13594 C.M.S.

6 Affirmative Votes Required

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**EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 13589 C.M.S. TO (1) EXTEND THE MORATORIUM ON RESIDENTIAL EVICTIONS DURING THE LOCAL EMERGENCY PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC; AND (2) EXTEND THE MORATORIUM ON COMMERCIAL EVICTIONS BASED ON NONPAYMENT OF RENT THAT BECAME DUE DURING THE LOCAL EMERGENCY WHEN TENANT SUFFERED A SUBSTANTIAL LOSS OF INCOME DUE TO COVID-19**

**WHEREAS**, COVID-19 is a respiratory disease which was first detected in China and has now spread across the globe, with multiple confirmed cases in California, including the Bay Area; and

**WHEREAS**, On March 1, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP declared a Local Health Emergency, and

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom proclaimed that a State of Emergency exists in California as a result of the threat of COVID-19; and

**WHEREAS**, Oakland is experiencing a severe housing affordability crisis and 60 percent of Oakland residents are renters, who would not be able to locate affordable housing within the City if they lose their housing; and

**WHEREAS**, in the City of Oakland, more than 4000 of our community members are homeless and live outdoors, in tents or in vehicles; and

**WHEREAS**, because homelessness can exacerbate vulnerability to COVID-19, it is necessary to take measures to preserve and increase housing security for Oakland residents; and

**WHEREAS**, the World Health Organization announced on March 11, 2020, that it has characterized COVID-19 as a pandemic; and

**WHEREAS**, on March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency which was ratified by the Oakland City Council on March 12, 2020; and

**WHEREAS**, at the City Council's Special Meeting on March 12, 2020, numerous members of the public gave commentary about the need to prevent residential evictions during the COVID-19 crisis; and

**WHEREAS**, on March 16, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP issued a Shelter-in-Place Order, requiring all Alameda County Residents to stay in their homes and leave only for specified essential purposes; and

**WHEREAS**, the following California cities have enacted emergency eviction moratoriums: San Francisco, Berkeley, Emeryville, Alameda, San Jose, Los Angeles and San Diego, among others; and

**WHEREAS**, many Oakland residents are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with rent payments; and

**WHEREAS**, many Oakland businesses are suffering economic losses related to COVID-19, in particular since the March 16, 2020, Shelter in Place Order; and

**WHEREAS**, pursuant to Oakland Municipal Code Section 8.22.360F, the City Council may add limitations to a landlord's right to evict under the Just Cause for Eviction Ordinance; and

**WHEREAS**, during this state of emergency, and in the interests of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness; and

**WHEREAS**, on March 16, 2020, California Governor Gavin Newsom issued Executive Order N-28-20, which, among other things, suspended any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on commercial evictions, if the basis for eviction was nonpayment of rent, or foreclosure, arising out of a substantial decrease in income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic, or a government agency's response to it, and is documented; and requests that financial institutions implement an immediate moratorium on foreclosures and related evictions that arise due to a substantial loss of household/business income, or substantial out-of-pocket medical expenses, due to COVID-19; and

**WHEREAS**, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, ordering, with limited exceptions, all individuals living in the state of California to stay at home or at their place of residence, until further notice; and

**WHEREAS**, on March 27, 2020, the City Council approved Ordinance No. 13589 C.M.S., which imposed an eviction moratorium on residential evictions until May 31, 2020 and a moratorium on commercial evictions based on nonpayment of rent that became due during the Local Emergency when tenant suffered a substantial loss of income due to COVID-19 until May 31, 2020; and

**WHEREAS**, on April 6, 2020, the Judicial Council adopted emergency rules to suspend evictions and judicial foreclosures until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic has been lifted; and

**WHEREAS**, on April 29, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP extended the Shelter-in-Place Order, requiring all Alameda County Residents to stay in their homes and leave only for specified essential purposes, through end of May 2020; and

**WHEREAS**, according to the 2018 City of Oakland Equity Indicators Report 74 percent of African American residents are renters, 69 percent of Latinx residents are renters, and 48 percent of Asian residents are renters; and 58 percent of African American and 53 percent of Latino residents are rent burdened in Oakland, and African American residents are twice as likely to receive an eviction notice than all residents; and

**WHEREAS**, this Ordinance will serve justice and promote racial equity for African American and Latinx renters; and

**WHEREAS**, pursuant to City Charter Section 213, the City Council may introduce and adopt an emergency ordinance at the same City Council meeting by six affirmative votes; and

**WHEREAS**, pursuant to City Charter Section 213 the City Council must state the reasons constituting the necessity of an emergency ordinance in order to preserve the public peace, health or safety of the City in an emergency; and

**WHEREAS**, based on the findings above, the City desires to further the public peace, health, safety and welfare to prevent transmission of the coronavirus by avoiding unnecessary displacement and homelessness; and

**WHEREAS**, if the Council does not enact an emergency ordinance implementing the above measures, the City's announcement of its intent to act would create an incentive for landlords to evict tenants after provisions of the existing eviction moratorium that expire on May 31, 2020 despite the clear intent of the City to protect such tenants to promote the health, welfare, and safety of the City; and

**WHEREAS**, in the time after a non-emergency ordinance was introduced, received a second reading, and became effective, many tenants could be subject to displacement, furthering the need for the Council to enact an emergency ordinance that is effective immediately; and

**WHEREAS**, the City Council finds that it is necessary to enact an emergency ordinance pursuant to the powers that City Charter Section 213 grants to the City Council to preserve the public health and safety which is threatened by COVID-19; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance.

**SECTION 2. Purpose and Intent.** The purpose and intent of this ordinance is to prevent displacement, reduce transmission of the novel Coronavirus (COVID-19), and promote the stability and the health and safety of the residents and businesses of Oakland during the Local Emergency declared by the City Administrator on March 9, 2020, and ratified by the Oakland City Council on March 12, 2020, in response to the COVID-19 pandemic (hereinafter, "Local Emergency").

**SECTION 3. Residential Eviction Moratorium Extension.** Section 3 of Ordinance No. 13589 C.M.S. is hereby repealed and reenacted with amendments, as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

**Residential Eviction Moratorium.** Except when the tenant poses an imminent threat to the health or safety of other occupants of the property, and such threat is stated in the notice as the grounds for the eviction, it shall be an absolute defense to any unlawful detainer action filed under Oakland Municipal Code 8.22.360A subsections (1) – (10) that the notice was served or expired, or that the complaint was filed or served, during the Local Emergency. Any notice served pursuant to Oakland Municipal Code 8.22.360A (1) - (10) on a tenant during the Local Emergency shall include the following statement in bold underlined 12-point font: **"Except to protect the health and safety of other occupants of the property, you may not be evicted during the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic. This does not relieve you of the obligation to pay back rent in the future. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals."** This section shall remain in effect until the Local Emergency declared on March 9, 2020, has been terminated by the City Council, or August 31, 2020, whichever comes first. May 31, 2020, unless extended.

**SECTION 4. Commercial Eviction Moratorium Extension.** Section 6 of Ordinance No. 13589 C.M.S. is hereby repealed and reenacted with amendments, as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

**Commercial Eviction Moratorium.** In any action for unlawful detainer of a commercial unit based on non-payment of rent, it shall be an absolute defense if the failure to pay rent during the local emergency was the result of a substantial decrease in income (including but not limited to a decrease caused by a reduction in hours or consumer demand) and the decrease in income was caused by the COVID-19 pandemic or by any local, state, or federal government response to COVID-19, and is documented. This section shall only apply to small businesses as defined by Government Code Section 14837(d)(1)(A) and to nonprofit organizations. Any notice to a commercial tenant demanding rent shall include the following statement in bold underlined 12-point font: "**If you are a small business as defined by Government Code 14837(d)(1)(a) or a non-profit organization, you may not be evicted for failure to pay rent if the failure was due to a substantial decrease in income caused by the COVID-19 pandemic, or by any local, state, or federal government response to COVID-19, and is documented. This does not relieve you of the obligation to pay back rent in the future.**" This section shall remain in effect until ~~May 31, 2020, unless extended~~the expiration of the Governor's suspension of state law limitations on local government's exercise of its police power to impose substantive limitations on commercial eviction in Executive Order N-28-20 and any extensions of such suspension. Nothing in this section shall relieve the tenant of liability for the unpaid rent.

**SECTION 5. City Council Request for Additional State and Federal Action.** The Oakland City Council hereby requests and urges Governor Newsom, California State legislators and U.S. Senators and Representatives to enact comprehensive legislation to further protect residents, tenants, homeowners and small businesses from the adverse health, safety and economic impacts of this crisis. This includes, but is not limited to, the following:

- A moratorium on mortgage foreclosures;
- A moratorium on commercial rent increases;
- Suspension or forgiveness of rent for tenants;
- Creation of emergency direct assistance programs for rent and mortgage payments, and other housing-related expenses such as utilities, property taxes, and insurance;
- Urging banks and financial institutions to suspend rents and mortgages;
- Creation of emergency grant programs to small businesses and nonprofits;
- Creation of emergency programs that provide homes and expanded services for people experiencing homelessness.

**SECTION 6. CEQA.** This ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment), 15061(b)(3) (no environmental impact), 15269(c) (specific actions necessary to mitigate an emergency), and 15378 (regulatory actions). In response to the COVID-19 crisis, which has been declared a national, state, and local emergency, this ordinance implements rent stabilization measures and an eviction moratorium for existing residential units in the City with tenants who have been negatively impacted by the emergency.

The ordinance is necessary to mitigate an emergency and contains no provisions modifying the physical design, development, or construction of residential or nonresidential structures. Accordingly, it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment and result in no physical changes to the environment.

**SECTION 7. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

**SECTION 8. Effective Date.** This ordinance shall become effective immediately if it receives six or more affirmative votes:

IN COUNCIL, OAKLAND, CALIFORNIA,

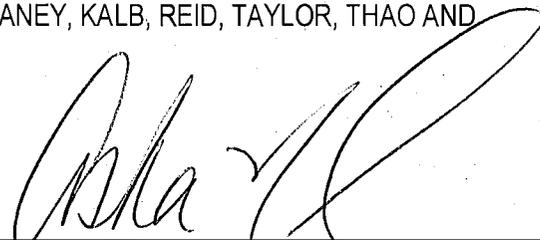
**MAY 19 2020**

PASSED BY THE FOLLOWING VOTE:

AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID, TAYLOR, THAO AND  
PRESIDENT KAPLAN — 8

NOES - 0  
ABSENT - 0  
ABSTENTION - 0

ATTEST:



LATONDA SIMMONS

City Clerk and Clerk of the Council of the City of  
Oakland, California

Date of Attestation: NOVEMBER 12, 2020

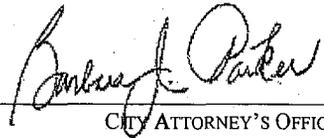
## NOTICE AND DIGEST

**EMERGENCY ORDINANCE AMENDING ORDINANCE NO. 13589 C.M.S. TO (1) EXTEND THE MORATORIUM ON RESIDENTIAL EVICTIONS DURING THE LOCAL EMERGENCY PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS (COVID-19) PANDEMIC; AND (2) EXTEND THE MORATORIUM ON COMMERCIAL EVICTIONS BASED ON NONPAYMENT OF RENT THAT BECAME DUE DURING THE LOCAL EMERGENCY WHEN TENANT SUFFERED A SUBSTANTIAL LOSS OF INCOME DUE TO COVID-19**

This Ordinance amends Ordinance No. 13589 C.M.S. to (1) extend the moratorium on residential evictions during the local emergency proclaimed in response to the novel coronavirus (COVID-19) pandemic; (2) extend the moratorium on commercial evictions based on nonpayment of rent that became due during the local emergency when tenant suffered a substantial loss of income due to COVID-19.

At the Oakland City Council's May 19, 2020 meeting, the Council unanimously adopted the Emergency Ordinance by a vote of 8 ayes. President Pro Tempore Kalb made the motion to adopt the ordinance and Councilmember Fortunato Bas seconded the motion.

INTRODUCED BY COUNCILMEMBER NIKKI FORTUNATO BAS,  
COUNCIL PRESIDENT PRO TEMPORE DAN KALB, AND  
CITY ATTORNEY BARBARA J. PARKER

  
CITY ATTORNEY'S OFFICE

**OAKLAND CITY COUNCIL**

**ORDINANCE NO. 13606 C.M.S.**

**6 Affirmative Votes Required**

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**EMERGENCY ORDINANCE AMENDING ORDINANCE NOS. 13589  
C.M.S. AND 13594 C.M.S. TO EXTEND THE MORATORIUM ON  
RESIDENTIAL EVICTIONS DURING THE LOCAL EMERGENCY  
PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS  
(COVID-19) PANDEMIC**

**WHEREAS**, COVID-19 is a respiratory disease which was first detected in China and has now spread across the globe, with multiple confirmed cases in California, including the Bay Area; and

**WHEREAS**, On March 1, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP declared a Local Health Emergency, and

**WHEREAS**, on March 4, 2020, California Governor Gavin Newsom proclaimed that a State of Emergency exists in California as a result of the threat of COVID-19; and

**WHEREAS**, Oakland is experiencing a severe housing affordability crisis and 60 percent of Oakland residents are renters, who would not be able to locate affordable housing within the City if they lose their housing; and

**WHEREAS**, in the City of Oakland, more than 4000 of our community members are homeless and live outdoors, in tents or in vehicles; and

**WHEREAS**, because homelessness can exacerbate vulnerability to COVID-19, it is necessary to take measures to preserve and increase housing security for Oakland residents; and

**WHEREAS**, the World Health Organization announced on March 11, 2020, that it has characterized COVID-19 as a pandemic; and

**WHEREAS**, on March 9, 2020, the Oakland City Administrator issued a proclamation of Local Emergency which was ratified by the Oakland City Council on March 12, 2020; and

**WHEREAS**, at the City Council's Special Meeting on March 12, 2020, numerous members of the public gave commentary about the need to prevent residential evictions during the COVID-19 crisis; and

**WHEREAS**, on March 16, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP issued a Shelter-in-Place Order, requiring all Alameda County Residents to stay in their homes and leave only for specified essential purposes; and

**WHEREAS**, the following California cities have enacted emergency eviction moratoriums: San Francisco, Berkeley, Emeryville, Alameda, San Jose, Los Angeles and San Diego, among others; and

**WHEREAS**, many Oakland residents are experiencing substantial losses of income as a result of business closures, the loss of hours or wages, or layoffs related to COVID-19, hindering their ability to keep up with rent payments; and

**WHEREAS**, many Oakland businesses are suffering economic losses related to COVID-19, in particular since the March 16, 2020, Shelter in Place Order; and

**WHEREAS**, pursuant to Oakland Municipal Code Section 8.22.360F, the City Council may add limitations to a landlord's right to evict under the Just Cause for Eviction Ordinance; and

**WHEREAS**, during this state of emergency, and in the interests of protecting the public health and preventing transmission of the COVID-19, it is essential to avoid unnecessary displacement and homelessness; and

**WHEREAS**, on March 16, 2020, California Governor Gavin Newsom issued Executive Order N-28-20, which, among other things, suspended any provision of state law that would preempt or otherwise restrict a local government's exercise of its police power to impose substantive limitations on commercial evictions, if the basis for eviction was nonpayment of rent, or foreclosure, arising out of a substantial decrease in income or substantial out-of-pocket medical expenses caused by the COVID-19 pandemic, or a government agency's response to it, and is documented; and requests that financial institutions implement an immediate moratorium on foreclosures and related evictions that arise due to a substantial loss of household/business income, or substantial out-of-pocket medical expenses, due to COVID-19; and

**WHEREAS**, on May 29, 2020, Governor Newsom issued Executive Order N-66-20, which among other things, extended these provisions of Executive Order N-28-20 until July 28, 2020; and

**WHEREAS**, on June 30, 2020, Governor Newsom issued Executive Order N-71-20, which among other things, extended these provisions of Executive Order N-28-20 until September 30, 2020; and

**WHEREAS**, on March 19, 2020, California Governor Gavin Newsom issued Executive Order N-33-20, ordering, with limited exceptions, all individuals living in the state of California to stay at home or at their place of residence, until further notice; and

**WHEREAS**, on March 27, 2020, the City Council approved Ordinance No. 13589 C.M.S., which imposed an eviction moratorium on residential evictions until May 31, 2020 and a moratorium on commercial evictions based on nonpayment of rent that became due during the Local Emergency when tenant suffered a substantial loss of income due to COVID-19 until May 31, 2020; and

**WHEREAS**, on April 6, 2020, the Judicial Council adopted emergency rules to suspend evictions and judicial foreclosures until 90 days after the Governor declares that the state of emergency related to the COVID-19 pandemic has been lifted; and

**WHEREAS**, on April 29, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP extended the Shelter-in-Place Order, requiring all Alameda County Residents to stay in their homes and leave only for specified essential purposes, through end of May 2020; and

**WHEREAS**, on May 19, 2020, the City Council approved Ordinance No. 13594 C.M.S., which extended the moratorium on residential evictions until August 31, 2020 and the moratorium on commercial evictions until the expiration of the relevant provisions of Executive Order N-28-20; and

**WHEREAS**, on June 5, 2020, Alameda County Interim Health Officer Erica Pan, MD, MPH, FAAP extended the Shelter-in-Place Order, until it is rescinded, superseded, or amended; and

**WHEREAS**, according to the 2018 City of Oakland Equity Indicators Report 74 percent of African American residents are renters, 69 percent of Latinx residents are renters, and 48 percent of Asian residents are renters; and 58 percent of African American and 53 percent of Latino residents are rent burdened in Oakland, and African American residents are twice as likely to receive an eviction notice than all residents; and

**WHEREAS**, this Ordinance will serve justice and promote racial equity for African American and Latinx renters; and

**WHEREAS**, pursuant to City Charter Section 213, the City Council may introduce and adopt an emergency ordinance at the same City Council meeting by six affirmative votes; and

**WHEREAS**, pursuant to City Charter Section 213 the City Council must state the reasons constituting the necessity of an emergency ordinance in order to preserve the public peace, health or safety of the City in an emergency; and

**WHEREAS**, based on the findings above, the City desires to further the public peace, health, safety and welfare to prevent transmission of the coronavirus by avoiding unnecessary displacement and homelessness; and

**WHEREAS**, if the Council does not enact an emergency ordinance implementing the above measures, the City's announcement of its intent to act would create an incentive for landlords to evict tenants after provisions of the existing eviction moratorium that expire on August 31, 2020 despite the clear intent of the City to protect such tenants to promote the health, welfare, and safety of the City; and

**WHEREAS**, in the time after a non-emergency ordinance was introduced, received a second reading, and became effective, many tenants could be subject to displacement, furthering the need for the Council to enact an emergency ordinance that is effective immediately; and

**WHEREAS**, the City Council finds that it is necessary to enact an emergency ordinance pursuant to the powers that City Charter Section 213 grants to the City Council to preserve the public health and safety which is threatened by COVID-19; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF OAKLAND DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council finds the foregoing recitals to be true and correct and hereby incorporates such findings into this ordinance.

**SECTION 2. Purpose and Intent.** The purpose and intent of this ordinance is to prevent displacement, reduce transmission of the novel Coronavirus (COVID-19), and promote the stability and the health and safety of the residents and businesses of Oakland during the Local Emergency declared by the City Administrator on March 9, 2020, and ratified by the Oakland City Council on March 12, 2020, in response to the COVID-19 pandemic (hereinafter, "Local Emergency").

**SECTION 3. Residential Eviction Moratorium Extension.** Section 3 of Ordinance No. 13589 C.M.S., as amended by Ordinance No. 13594 C.M.S., is hereby repealed and reenacted with amendments, as set forth below (additions are shown as double underline and deletions are shown as ~~strikethrough~~).

**Residential Eviction Moratorium.** Except when the tenant poses an imminent threat to the health or safety of other occupants of the property, and such threat is stated in the notice as the grounds for the eviction, it shall be an absolute defense to any unlawful detainer action filed under Oakland Municipal Code 8.22.360A subsections (1) – (10) that the notice was served or expired, or that the complaint was filed or served, during the Local Emergency. Any notice served pursuant to Oakland Municipal Code 8.22.360A (1) - (10) on a tenant during the Local Emergency shall include the following statement in bold underlined 12-point font: "**Except to protect the health and safety of other occupants of the property, you may not be evicted during the Local**

**Emergency declared by the City of Oakland in response to the COVID-19 pandemic. This does not relieve you of the obligation to pay back rent in the future. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals.** This section shall remain in effect until the Local Emergency declared on March 9, 2020, has been terminated by the City Council, ~~or August 31, 2020, whichever comes first.~~

**SECTION 4. CEQA.** This ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Sections 15060(c)(2) (no direct or reasonably foreseeable indirect physical change in the environment), 15061(b)(3) (no environmental impact), 15269(c) (specific actions necessary to mitigate an emergency), and 15378 (regulatory actions). In response to the COVID-19 crisis, which has been declared a national, state, and local emergency, this ordinance implements rent stabilization measures and an eviction moratorium for existing residential units in the City with tenants who have been negatively impacted by the emergency.

The ordinance is necessary to mitigate an emergency and contains no provisions modifying the physical design, development, or construction of residential or nonresidential structures. Accordingly, it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment and result in no physical changes to the environment.

**SECTION 5. Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, clause or phrase thereof irrespective of the fact that one or more other sections, subsections, clauses or phrases may be declared invalid or unconstitutional.

**SECTION 6. Effective Date.** This ordinance shall become effective immediately if it receives six or more affirmative votes.

IN COUNCIL, OAKLAND, CALIFORNIA,

**JUL 21 2020**

PASSED BY THE FOLLOWING VOTE:

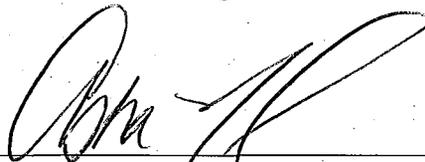
AYES - FORTUNATO BAS, GALLO, GIBSON MCELHANEY, KALB, REID,  
TAYLOR, THAO AND PRESIDENT KAPLAN - 8

NOES - 0

ABSENT - 0

ABSTENTION - 0

ATTEST:



ASHA REED

Acting City Clerk and Clerk of the Council  
of the City of Oakland, California

Date of Attestation:

July 23, 2020

**NOTICE AND DIGEST**

**EMERGENCY ORDINANCE AMENDING ORDINANCE NOS. 13589  
C.M.S. AND 13594 C.M.S. TO EXTEND THE MORATORIUM ON  
RESIDENTIAL EVICTIONS DURING THE LOCAL EMERGENCY  
PROCLAIMED IN RESPONSE TO THE NOVEL CORONAVIRUS  
(COVID-19) PANDEMIC**

This Ordinance amends Ordinance Nos. 13589 C.M.S. and 13594 C.M.S. to extend the moratorium on residential evictions during the local emergency proclaimed in response to the novel coronavirus (COVID-19) pandemic.



# Emergency Rental Assistance Program

May 2, 2022

Department of  
Housing & Community Development

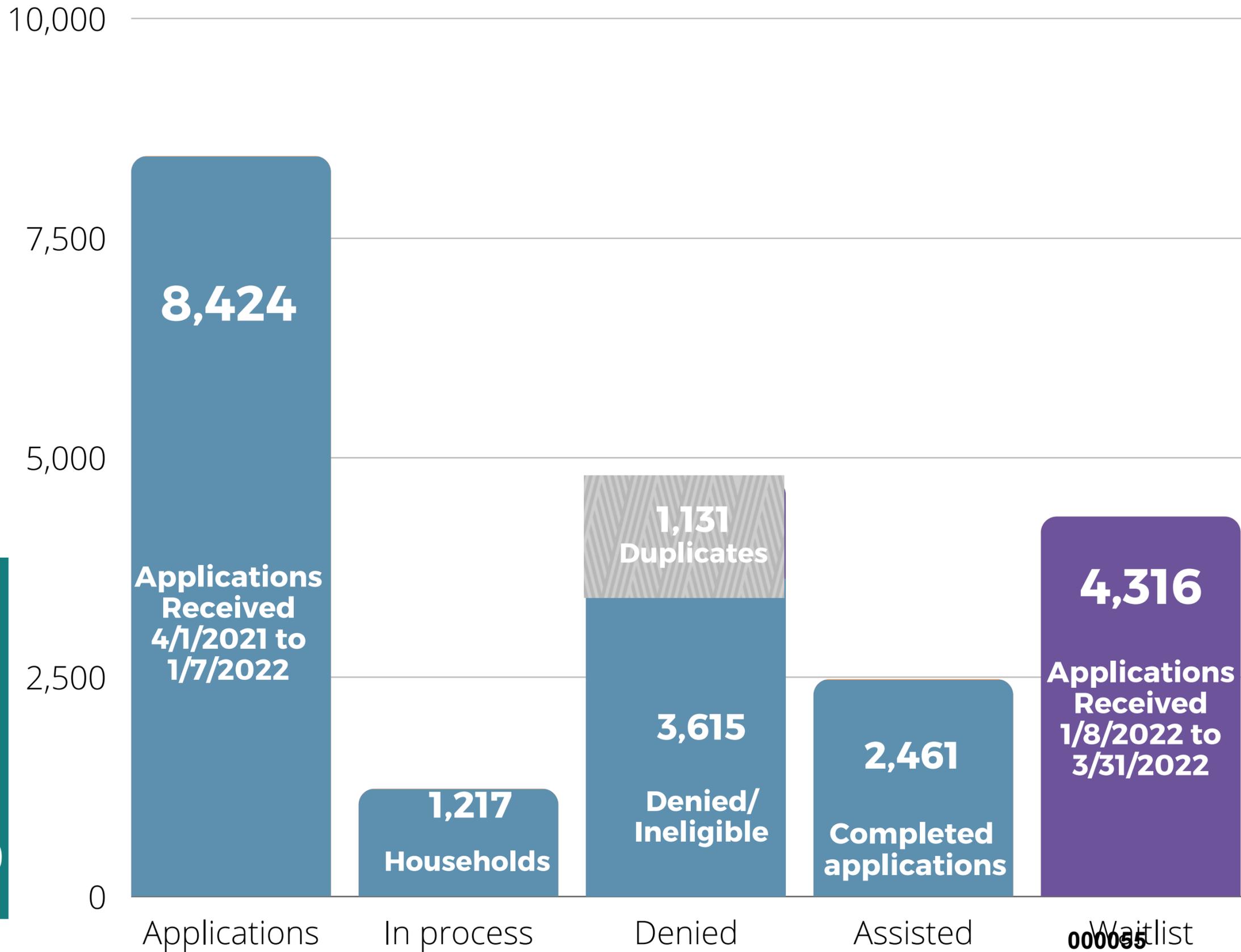
# ERAP Program

## Applications Status 5/2/2022



Pictured: East Oakland Housing Properties

**TOTAL APPLICATIONS = 12,740**



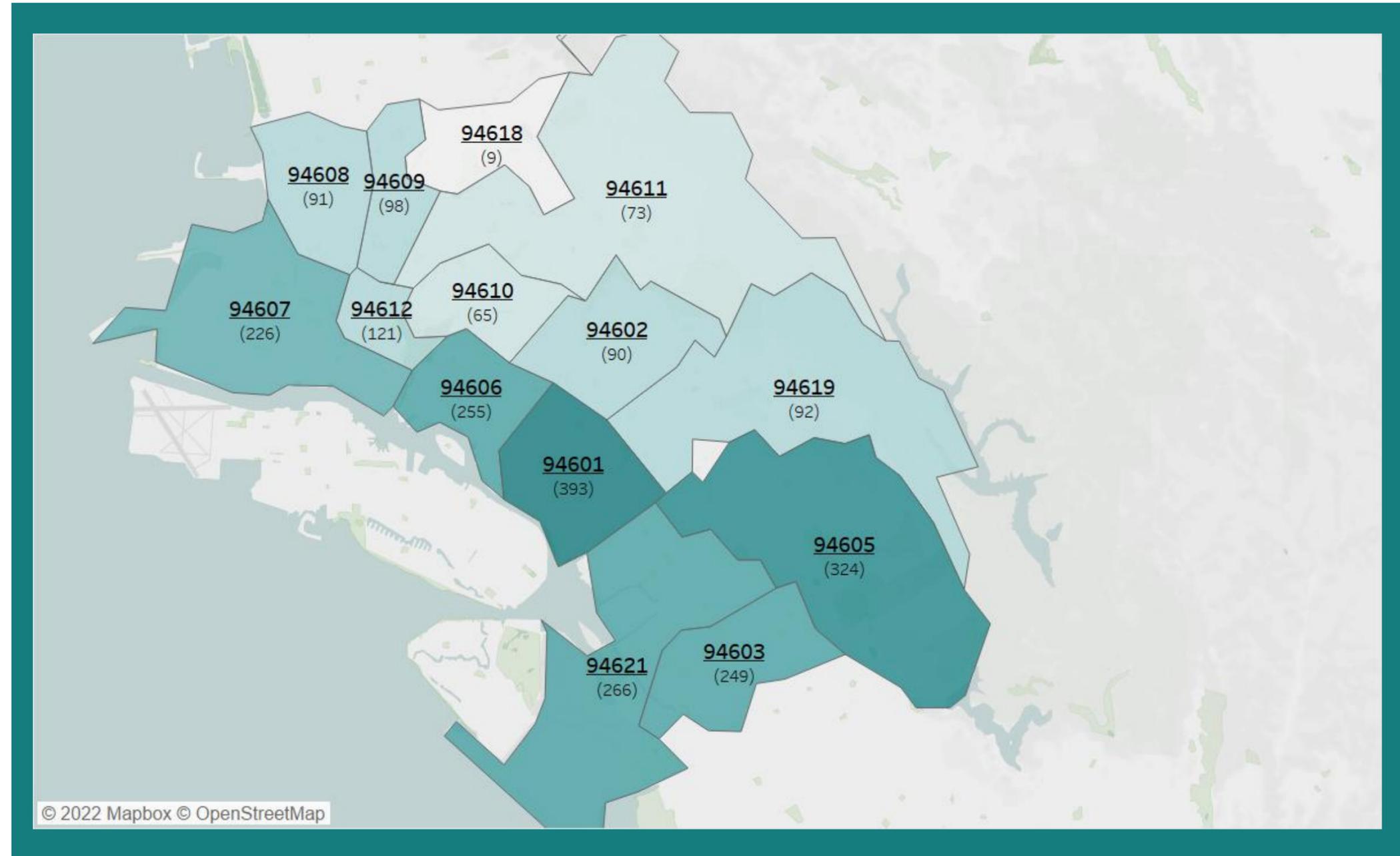
# Applicants Assisted

## By Geography

The majority of ERAP funds assisted households in **Oakland's Flatlands.**

**Fruitvale** (94601),  
**East Oakland** (94605/94621/94603),  
**East Lake** (94606), &  
**West Oakland** (94607)

were among the neighborhoods that received the most emergency rental assistance.



# Applicants Approved By Race/Ethnicity

**Refused/Missing**  
**16.7%**  
(393)

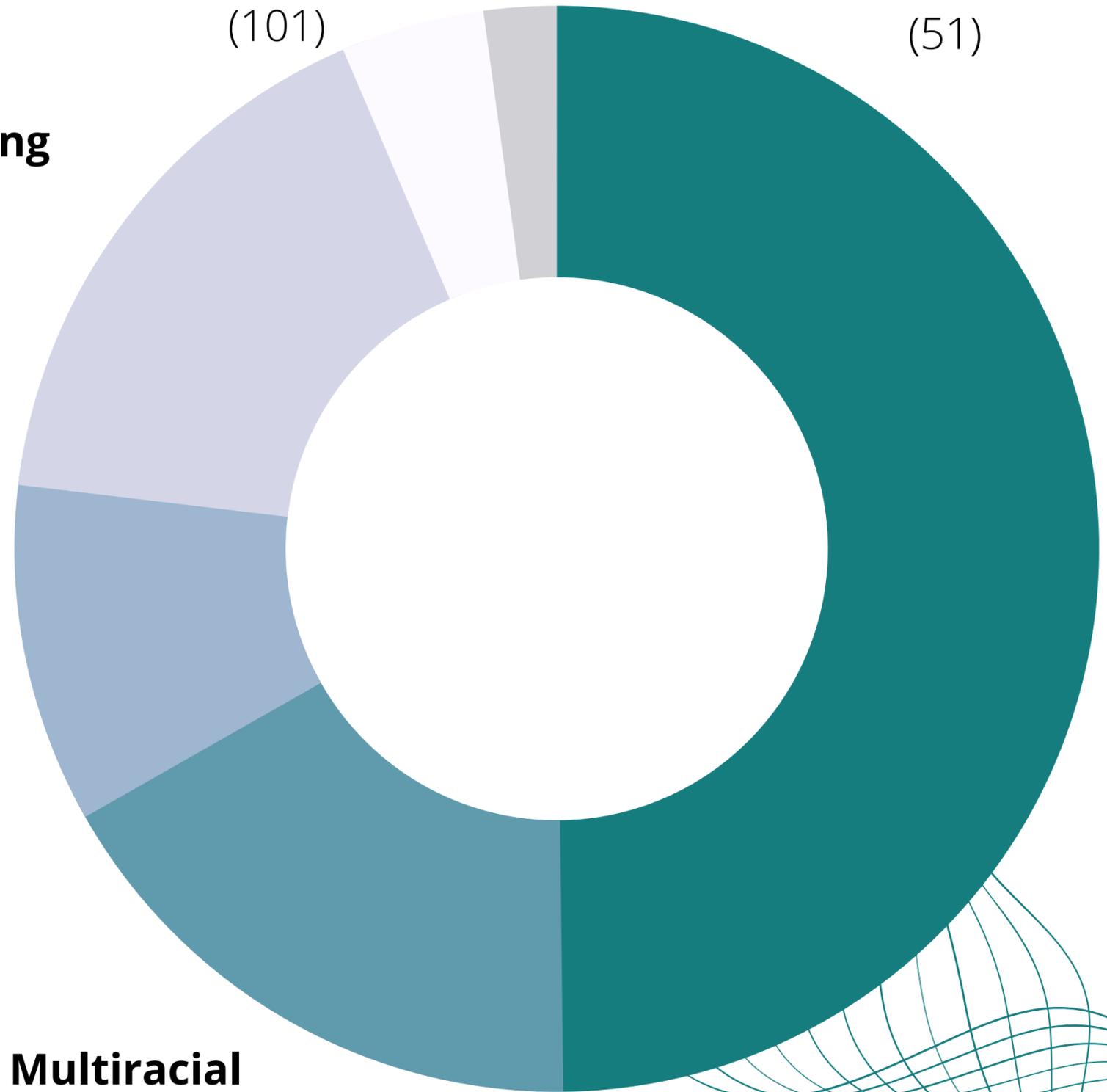
**White**  
**10.1%**  
(238)

**Multiracial**  
**17%** (400)

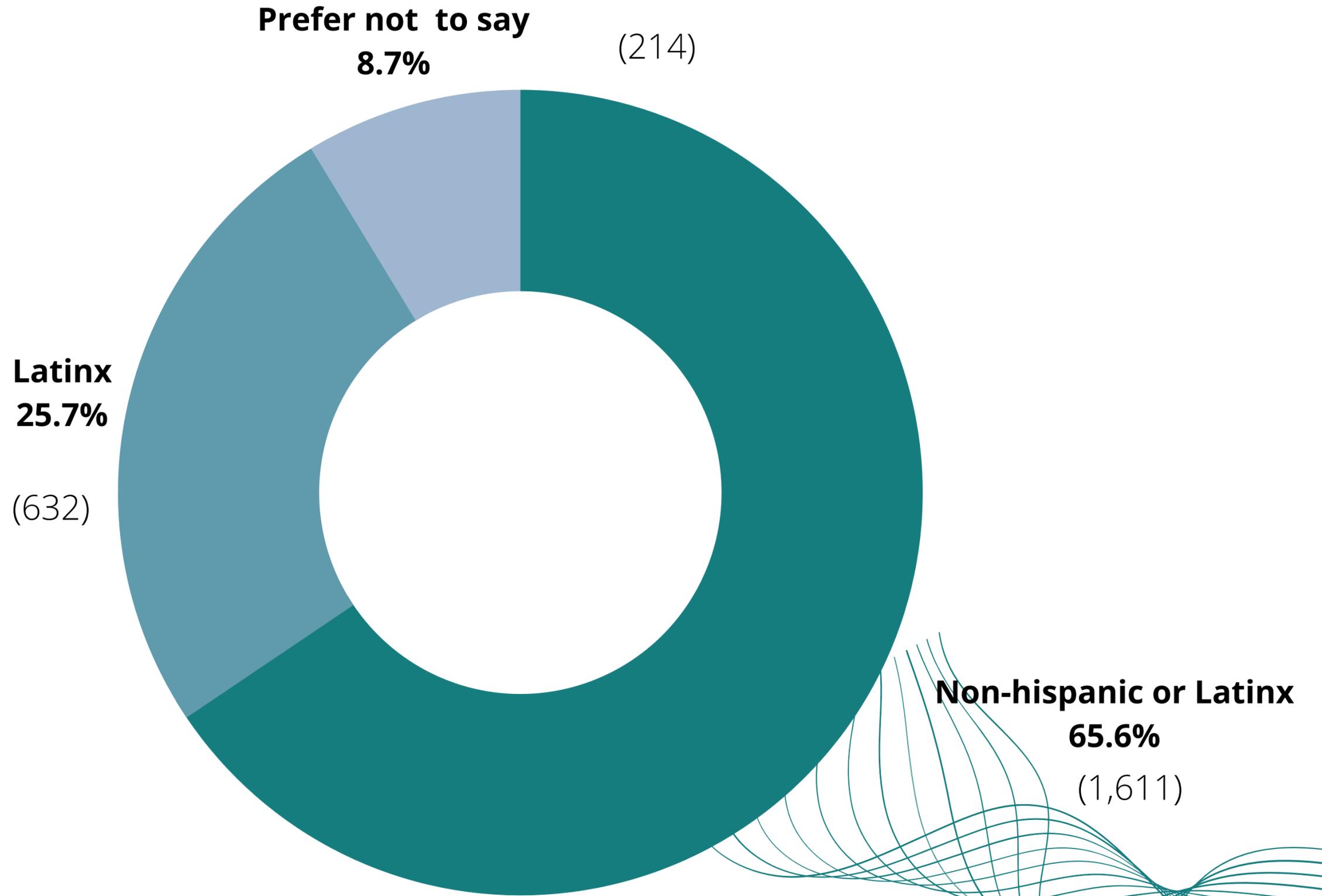
**Asian**  
**4.3%**  
(101)

**Native Hawaiian/Pacific  
Islander/Indigenous: 1%,**  
(51)

**Black**  
**49.8%**  
(1,174)



# Applicants Approved Latinx Households

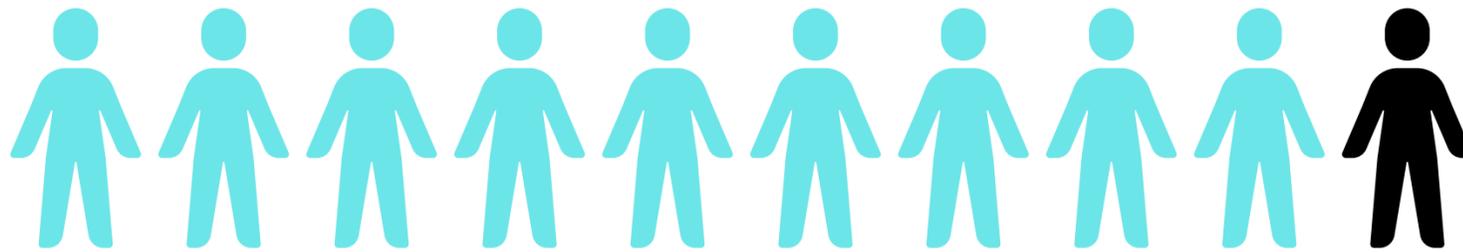


# Applicants Assisted

## By Area Median Income

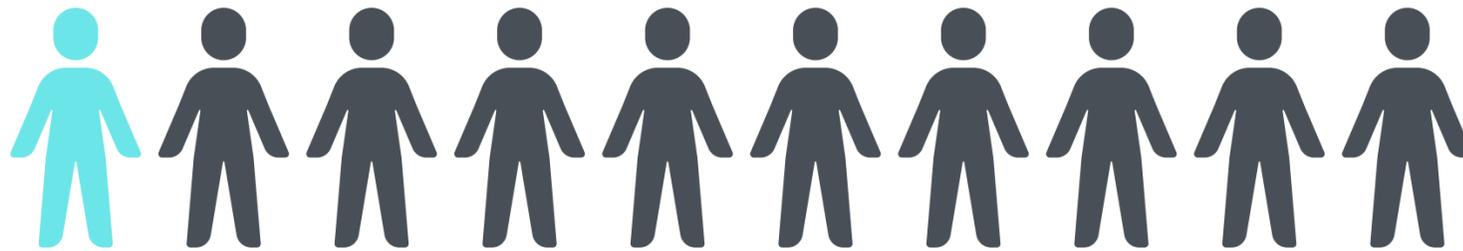


**0-30%  
OF AMI**



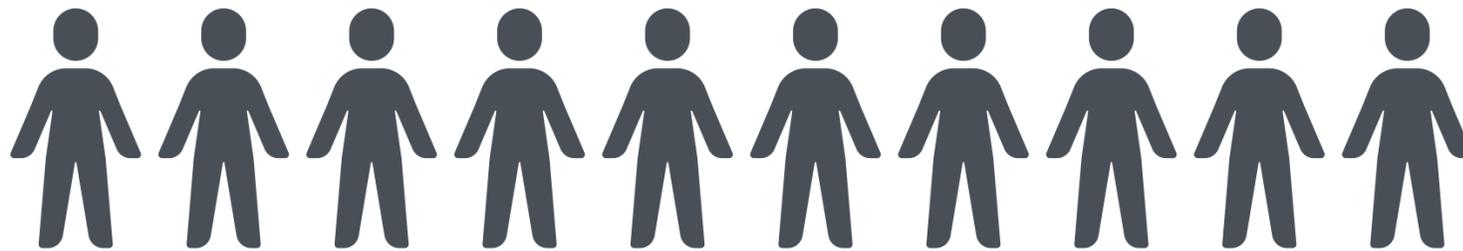
**88% OF APPLICANTS  
(2,085)**

**30-50%  
OF AMI**



**10% OF APPLICANTS  
(228)**

**51-80%  
OF AMI**



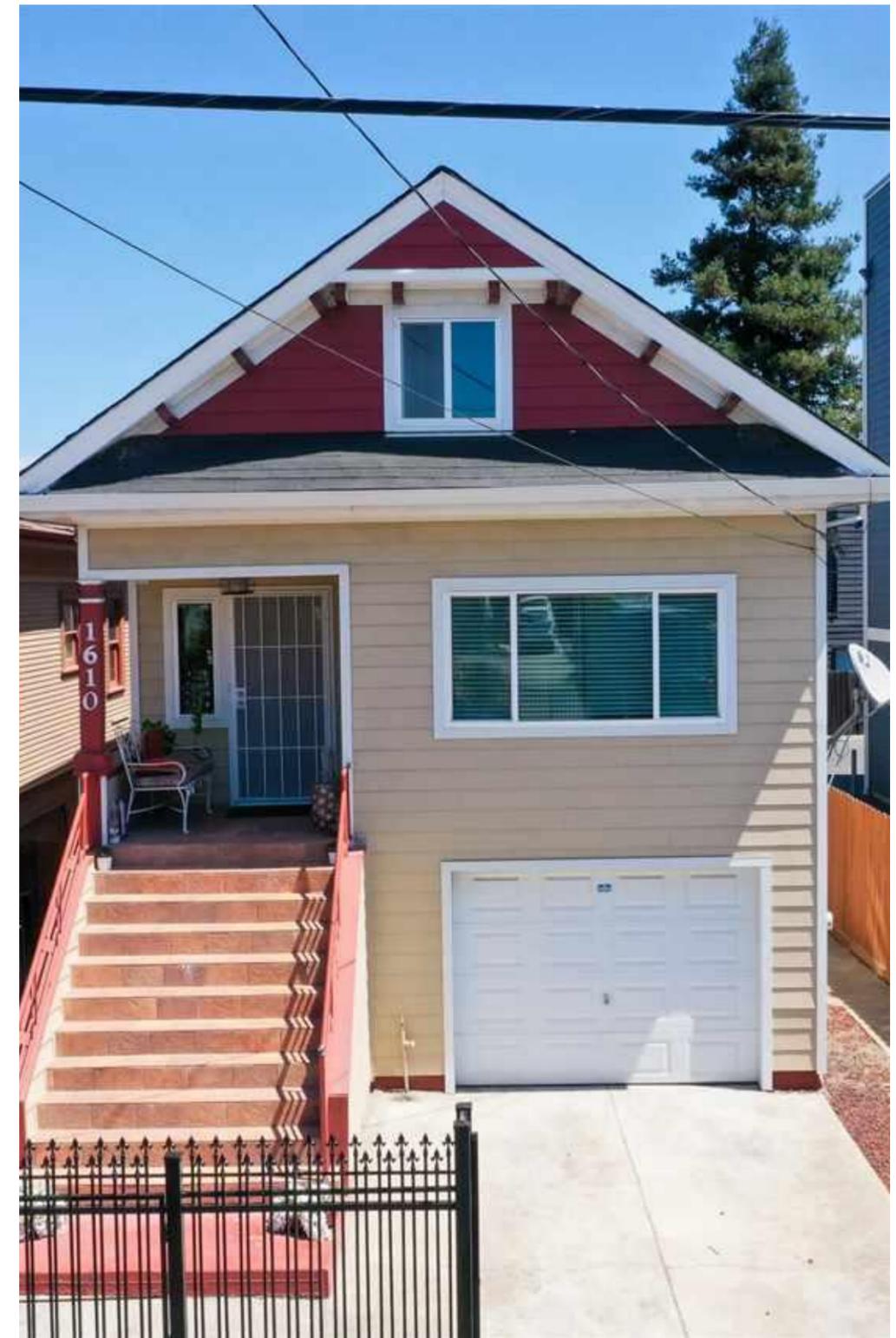
**2% OF APPLICANTS  
(44)**

**AVERAGE AMI: 16.93%**

**TOTAL RENTAL ASSISTANCE ERAP1,  
SPEND BY 3/31/2022: \$11,603,448M**

FUNDS EXPENDED	\$11,603,448	100%
FUNDS PAID	\$11,603,448	100%

**AVERAGE HOUSEHOLD ASSISTANCE: \$10,076**



**TOTAL RENTAL ASSISTANCE ERAP2, SPEND BY  
9/30/2022: \$16,947,000M**

FUNDS EXPENDED \$11,328,088 69%

\*FUNDS APPROVED \$13,227,515 80%

**AVERAGE HOUSEHOLD ASSISTANCE: \$10,069**

**\*HPP DATABASE**



**TOTAL RENTAL ASSISTANCE ROUND 3/STATE  
RENTAL ASSISTANCE ONLY (SRA2): \$10,485,000M**

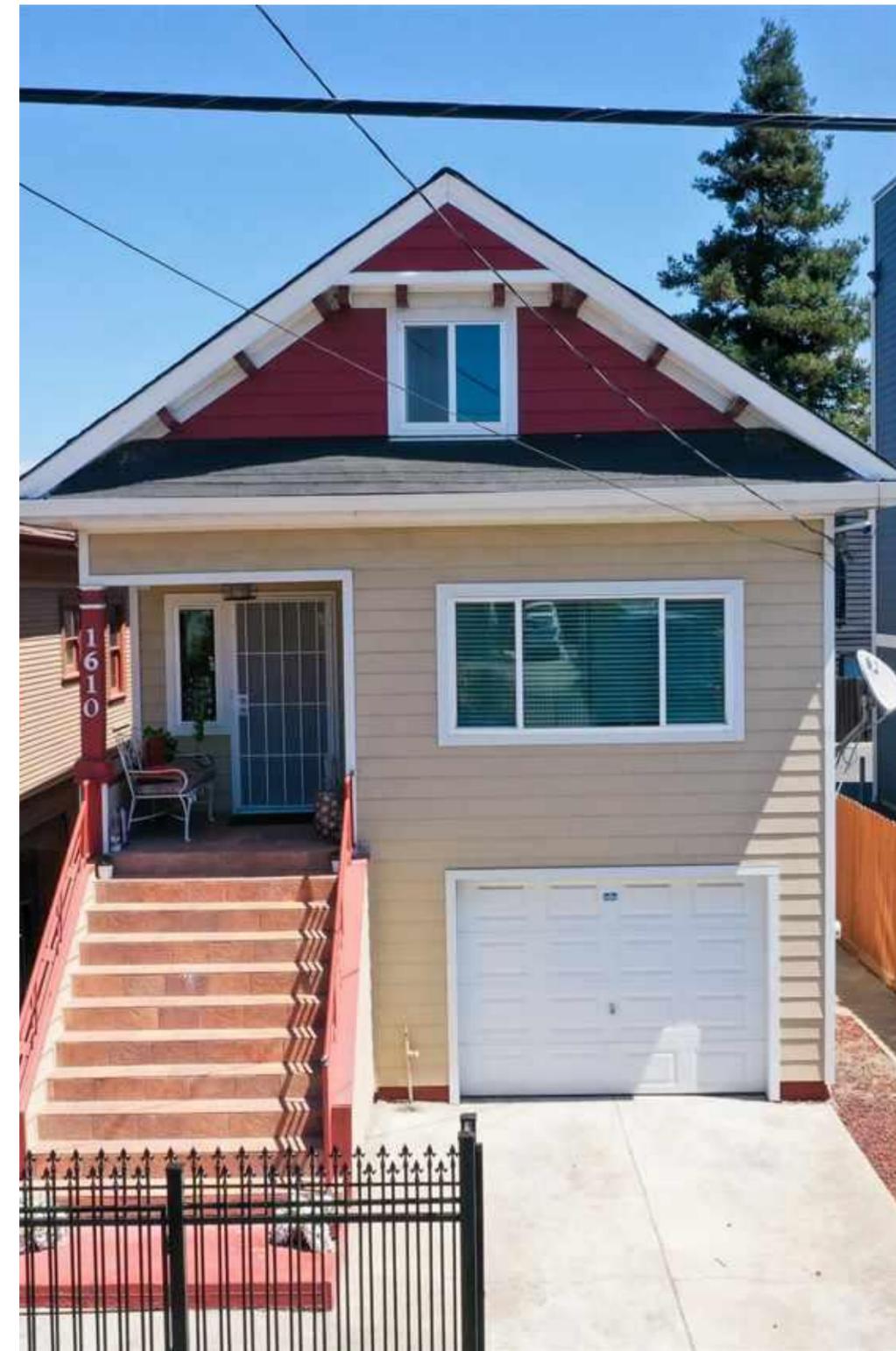
FUNDS EXPENDED \$146,982

1%

FUNDS APPROVED \$291,154

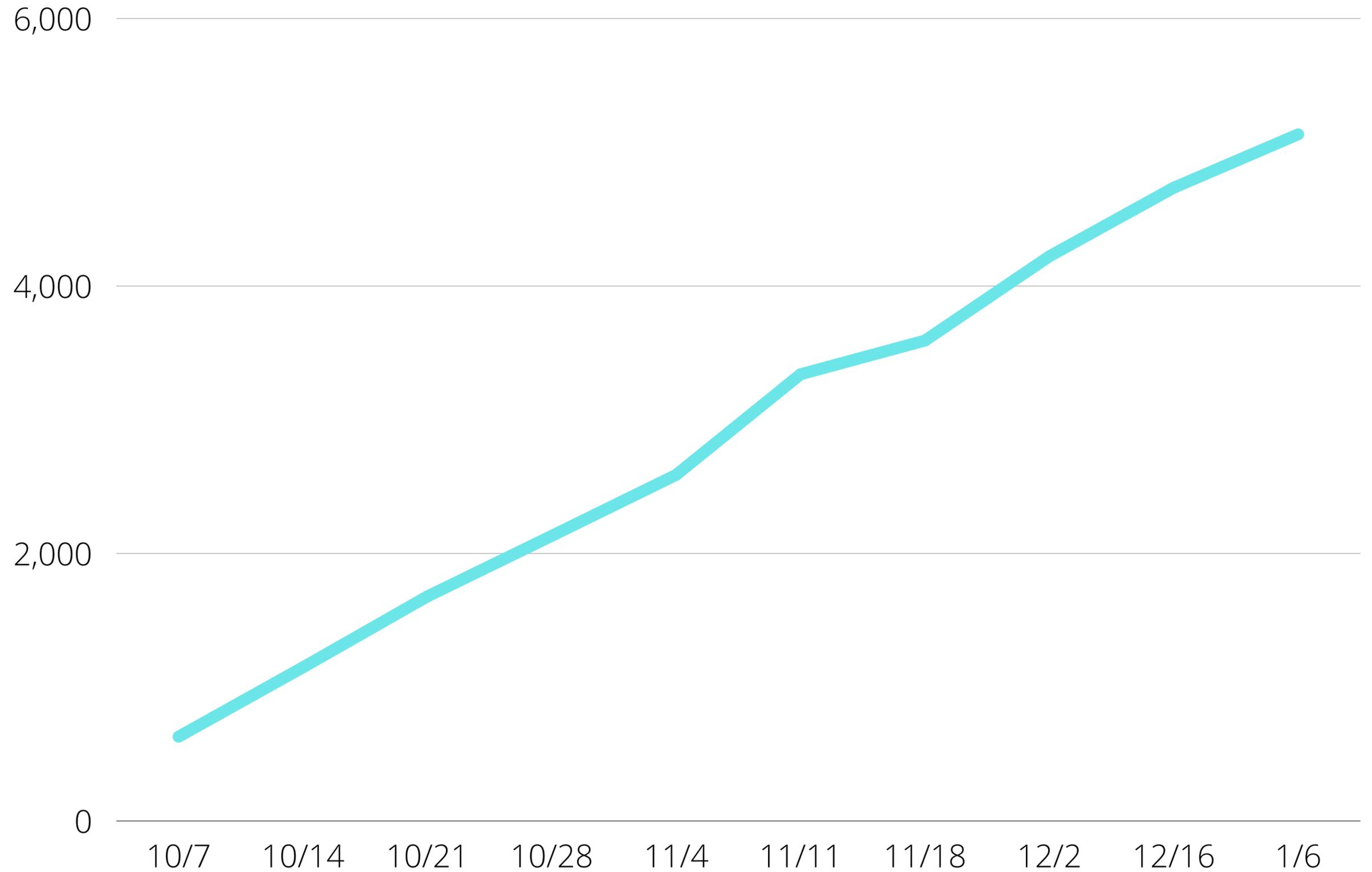
3%

**RECEIVED STATE FUNDING JAN. 22;  
AGENCY PARTNERS STARTED SPENDING  
MAY 1, 2022**



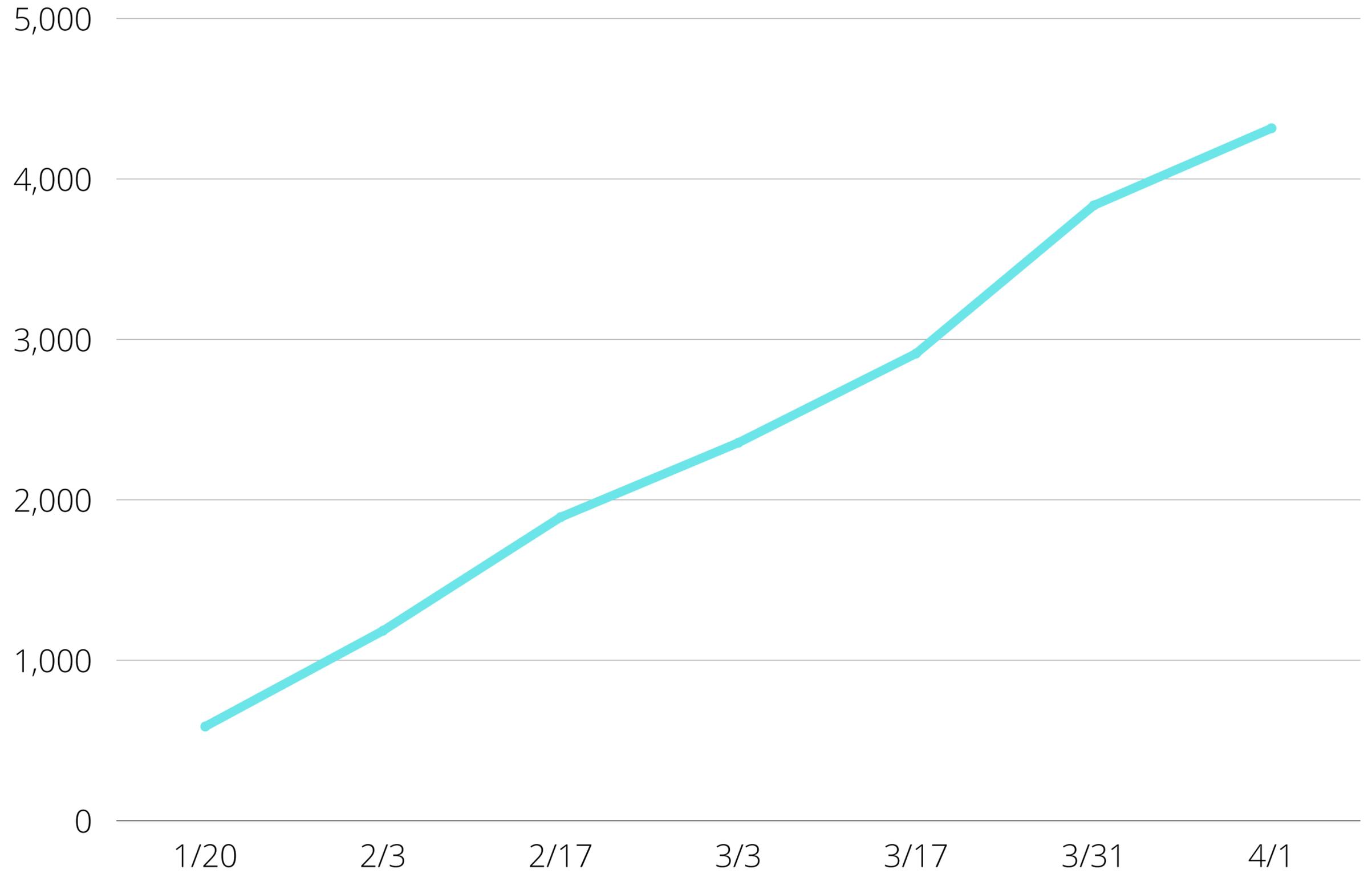
# Record Number of Applications

10/1/21 to  
1/7/22  
= 5,134



# Waitlist Created

1/8/22 to 3/31/22 = 4,316





**Contact us at  
housingassistance@oaklandca.  
gov  
or call 510.238.6182**

[https://www.oaklandca.gov/departments/  
department-of-housing-and-community-  
development](https://www.oaklandca.gov/departments/departments-of-housing-and-community-development)

## CHRONOLOGICAL CASE REPORT

Case No.: T21-0128

Case Name: Smith v. Chan

Property Address: 505 34<sup>th</sup> Street, Oakland, CA 94601

Parties: Hannon Smith (Tenant)  
Wayne Chan (Owner)  
Henry Low (Property Manager)

### TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	July 15, 2021
Owner Response filed	August 11, 2021
Owner Additional Documents submitted	October 7, 2021
Hearing Date	February 1, 2022
List of Hearing Exhibits/Notice of Violation	February 1, 2022
Hearing Decision mailed	March 24, 2022
Tenant Appeal filed	April 11, 2022

000066



City of Oakland Rent Adjustment Program  
 250 Frank H. Ogawa Plaza, Suite 5313  
 Oakland, CA 94612  
 (510) 238-3721

T&I. 0128 AS/CC

**TENANT PETITION**

**RECEIVED**

JUL 15 2021

10/14

**Property Address:** 505 34TH ST  
**Case:** Petition: 13823  
**Date Filed:** 07-15-2021

RENT ADJUSTMENT PROGRAM  
 OAKLAND

**Parties**

Party	Name	Address	Mailing Address	
Owner	Wayne Chan	620 Hiller Dr Oakland, CA 94618	620 Hiller Dr Oakland, 94618	
Manager	Henry Low Prime Metropolis Properties, Inc	950 Taraval Street San Francisco, CA 94116	950 Taraval Street San Francisco, 94116	henrylow@pmp1988.com
Tenant	Hannon Smith	505 34th St Oakland, CA 94609		(209) 304-1704 hannoncorbett@gmail.com
Representative	Hannon Smith	505 34th St Oakland, CA 94609	505 34th St Oakland, 94609	(209) 304-1704 hannoncorbett@gmail.com

**Number of units on the property** 1

**Type of unit you rent** House

**Are you current on your rent?** Yes

**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.)**

**Grounds for Petition**

**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:**

The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. (Check this box for petitions based on bad conditions/failure to repair.)

000067

**Rental History**

<b>Date you moved into the Unit</b>	10/4/2016
<b>Initial Rent</b>	\$ 2,250.00 /month
<b>Current Rent</b>	\$ 2,560.00 /month
<b>Is your rent subsidized or controlled by any government agency, including HUD (Section 8)?</b>	No

**List the case numbers of any relevant prior Rent Adjustment case(s):**

*\* 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)*

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

## 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.

### Loss of Service

**Date Loss Began** 10-04-2016

**Date Owner Was Notified of Loss** 08-21-2017

**Estimated Loss** 1

**Reduced Service Description** Foundation is obviously cracked, floor boards are popping out, vines coming out of the wall in the downstairs living room.

One of downstairs rooms was inhabitable for over two months due to mold growing on the window.

Windows don't meet means of egress. There are bars on those windows that don't collapse.

We do need collapsable bars on the living room windows because of break ins that have occurred. Those requests have been ignored.

Requests for new screens and blinds have been ignored.

Exposed wire in the kitchen entryway, holes in the walls, cracks in ceilings.

Laundry request ignored for years.

In need of interior paint job of the whole house.

General grime.

Cutting of grass outside gate consistently for access to mailbox.

Faucet repair in upstairs bathroom.

Summary:

We've mentioned the exposed wire in the hall between the kitchen and downstairs bathroom, a hole in the wall at the top of the stairs, laundry request was ignored, the issue of repainting the entire place, general cleaning of grime that we inherited from past tenants over six years ago, cutting of grass consistently in the parking lot so our mailman can reach our mailbox (I'm considering moving the mailbox inside the gate with your permission due to theft), our requests for bars on the bottom windows due to multiple break ins that was ignored, new screens for all the windows, floor boards uneven, popping out, the grouting and bleaching of the kitchen, bathrooms, faucet repair, mold in the showers etc.

Also, willing to attach a few emails of our correspondence with our property manager(s) to illustrate how long any repairs that were made have taken to be completed.

We've also had issues with the contractor, landlord and property manager showing up unannounced. I recently did a legal full walk through of the house with the landlord, property manager and their contractor, and though they

000069

**Mediation**

Mediation is an optional process offered by the Rent Adjustment Program to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. The purpose of mediation is to find a mutual agreement that satisfies both parties. A trained third party will discuss the issues with both sides, look at relative strengths and weaknesses of each position, and consider both parties' needs in the situation. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing process. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you want to request mediation for your case.

**I/We agree to have my/our case mediated by a Rent Adjustment Program staff mediator.** Yes

**Consent to Electronic Service**

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will only send documents electronically and not by first class mail.

**I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this petition.** Yes

**Interpretation Services**

If English is not your primary language, you have the right to an interpreter in your primary language at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:** No



City of Oakland Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Suite 5313  
Oakland, CA 94612  
(510) 238-3721

## PROOF OF SERVICE

TENANT PETITION

*And additional documents uploaded with the Petition*

Electronic Petition number: 0

**Addressee:** Wayne Chan  
620 Hiller Dr  
Oakland CA 94618

Hennon Smith

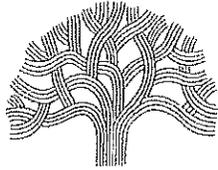
07-15-2021

*H. Smith*  
SIGNATURE OF PETITIONER OR  
DESIGNATED REPRESENTATIVE

*07/15/2021*  
DATE:

City of Oakland Rent Adjust Program  
Date Printed: 07-15-2021

000071



CITY OF OAKLAND

CITY OF OAKLAND  
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

For Rent Adjustment Program date stamp.

## PROOF OF SERVICE

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR RESPONSE (PLUS ANY ATTACHMENTS) ON THE TENANT(S) PRIOR TO FILING YOUR RESPONSE WITH RAP.**

- 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 Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 08 / 11 /2021 I served a copy of (check all that apply):

**PROPERTY OWNER RESPONSE TO TENANT PETITION** plus 30 attached pages  
(number of pages attached to Response not counting the Response form or *PROOF OF SERVICE*)

Other: \_\_\_\_\_

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	Hannon Smith
Address	505 34th Street
City, State, Zip	Oakland, Ca 94609

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.

Hannon Smith  
PRINTED NAME

  
SIGNATURE

8/11/2021  
DATE SIGNED

# IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

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## TIME TO FILE YOUR RESPONSE

Your Property Owner Response form must be received by the Rent Adjustment Program within 35 days after the Tenant Petition was mailed to you (30 days if the Petition was delivered in-person). RAP staff cannot grant an extension of time to file.

## CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

To make an appointment, email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or call (510) 238-3721. Although the Housing Resource Center is temporarily closed for drop-in services, assistance is available by email or telephone.

## DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

## SERVICE ON TENANT(S)

You are required to serve a copy of your Property Owner Response form (plus any attachments) on the tenant or the tenant's representative and submit a PROOF OF SERVICE form together with your Response.

- (1) Serve a copy of your Response on the tenant by mail or personal delivery.
- (2) Complete a PROOF OF SERVICE form (*included in this Response packet and available on RAP website*) indicating the date and manner of service and the person(s) served.
- (3) Provide the tenant with a completed copy of the PROOF OF SERVICE form together with the document(s) being served.
- (4) File a completed copy of the PROOF OF SERVICE form together with your Response when submitting to RAP.

Note: Your Response will not be considered complete until a PROOF OF SERVICE form has been filed indicating that the tenant has been served.

## FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. 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. If you send your Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

**Via email:**      [hearingsunit@oaklandca.gov](mailto:hearingsunit@oaklandca.gov)

**Mail to:**        City of Oakland  
Rent Adjustment Program  
250 Frank H. Ogawa Plaza, Ste. 5313  
Oakland, CA 94612-0243

**File online:**    <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>

In person: TEMPORARILY CLOSED  
City of Oakland  
Dalziel Building, 250 Frank H. Ogawa Plaza Suite  
5313 Reception area  
*Use Rent Adjustment date-stamp to stamp your documents to verify timely  
delivery and place them in RAP self-service drop box.*

#### **AFTER RESPONSE IS FILED**

In most cases, RAP will schedule a hearing to determine whether the Tenant Petition should be granted or denied. You will be mailed a Notice of Hearing indicating the hearing date. If you are unable to attend the hearing, contact RAP as soon as possible. The hearing will only be postponed for good cause.

#### **FILE/DOCUMENT REVIEW**

Either party may contact RAP to review the case file and/or to request copies of any documents pertaining to the case at any time prior to the scheduled hearing.

#### **FOR MORE INFORMATION**

Additional information on the petition and hearing process is located on the RAP website and in the Residential Rent Adjustment Program Ordinance and Regulations (see Oakland Municipal Code 8.22.010 *et seq.*). For more information on rent increases, including the list of the annual allowable CPI rates and calculators for certain justifications, see: <https://www.oaklandca.gov/resources/learn-more-about-allowable-rent-increases>, or you can refer to the Guide on Oakland Rental Housing Law at <https://cao-94612.s3.amazonaws.com/documents/Guide-to-Oakland-Rental-Housing-Law-1.pdf>. You may also contact a RAP Housing Counselor with questions at any time by emailing [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov) or calling (510) 238-3721.



## GENERAL FILING REQUIREMENTS

To file a Response to a Tenant Petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Property Owner Responses that are submitted without proof of compliance with the below requirements will be considered incomplete and may limit your participation in the hearing.

Requirement	Documentation
<input checked="" type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input checked="" type="checkbox"/> Payment of Rent Adjustment Program service fee ("RAP Fee")	Attach proof of payment of the current year's RAP Fee for the subject property.
<input checked="" type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. <input checked="" type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): <u>8/25/2017</u> <input type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

## PROPERTY OWNER CLAIM OF EXEMPTION

If you believe that the subject property is exempt from the Rent Adjustment Ordinance (pursuant to O.M.C. § 8.22.030), check each box below that is the claimed basis of exemption. Attach supporting documentation together with your response form. If you do not claim any exemption, proceed to the "Response to Tenant Petition" section on the following page.

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). **If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.**
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. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
  5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
  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. *(Attach documentation.)*
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. *(Attach copy of Certificate of Occupancy.)*
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. *(Attach copy of Certificate of Exemption.)*
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. *(Attach documentation.)*

1. **Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?**  
Not applicable as no notice to quit was given. Prior tenants left on their own accords by providing a 30-day notice to vacate.
2. **Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?**  
No, prior tenants did not leave due to notice of rent increase.
3. **Was the prior tenant evicted for cause?**  
No, prior tenant was not evicted.
4. **At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?**  
No outstanding violations at the time the prior tenant vacated.
5. **Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?**  
No.
6. **Did the petitioning tenant have roommates when he/she moved in?**  
The petitioning individual is actually a subtenant of the master tenant that we do not manage.
7. **If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?**  
This is a single-family house and not a condominium.

# RESPONSE TO TENANT PETITION

Use the chart(s) below to respond to the grounds stated in the Tenant Petition. Enter your position on each claim in the appropriate section(s) below. You may attach any documents, photographs, or other tangible evidence that support your position together with your response form. If you need more space, attach additional copies of this page or state your response in a separate sheet attached to this form.

**A. Unlawful Rent Increase(s)**  
 Complete this section if any of the grounds for the Tenant Petition fall under Category A on the Tenant Petition.

List all rent increases given within the past five years, starting with the most recent increase.

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for increase (CPI, banking, or other):
		FROM	TO	YES	NO	
8/25/2017	10/1/2017	\$ 2,250	\$ 2,350	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPI
8/15/2018	10/1/2018	\$ 2,350	\$ 2,425	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPI
8/23/2019	10/1/2019	\$ 2,425	\$ 2,475	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CPI
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>	

If the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

Tenant Petition Grounds	Owner Response
(A2) Tenant did not receive proper notice, was not properly served, and/or was not provided with the required RAP form with rent increase(s).	
(A3) A government agency has cited the unit for serious health, safety, fire, or building code violations.	

**B. Decreased Housing Services**  
 Complete this section if any of the grounds for the Tenant Petition fall under Category B on the Tenant Petition.

Tenant Petition Grounds	Owner Response
(B1) The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	Please see attached document "Owner Responses to Reduced Service"
(B2) Tenant(s) is/are being unlawfully charged for utilities.	

**C. Other**  
 Complete this section if any of the grounds for the Tenant Petition fall under Category C on the Tenant Petition.

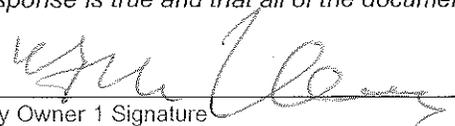
Tenant Petition Grounds	Owner Response
(C1) Rent was not reduced after a prior rent increase period for capital improvements.	
(C2) Owner exemption based on fraud or mistake.	
(C3) Tenant's initial rent amount was unlawful because owner was not permitted to set initial rent without limitation (O.M.C. § 8.22.080 (C)).	

**OWNER VERIFICATION**

*(Required)*

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

Property Owner 1 Signature



Date

8-11-2021

Property Owner 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If all parties agree to electronic service, the RAP will send certain documents only electronically and not by first class mail.

I/We consent to receiving notices and documents in this matter electronically at the email address(es) provided in this response.

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

I agree to have the case mediated by a Rent Adjustment Program staff mediator.

Property Owner Signature



Date

8-11-2021

**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

I request an interpreter fluent in the following language at my Rent Adjustment proceeding:

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF RESPONSE-**

## Owner Responses to Reduced Service Description

Tenant Petition	Owner Response
Foundation is cracked, floor boards are popping out, vines coming out of the wall in the downstairs living room.	A license contractor Bing Wu repaired the cracked foundation. Painted the exterior walls. Removed all vines on walls.
One of downstairs rooms was inhabitable for over two months due to mold growing on the window.	When a tenant reported window leaks during the rain, we immediately had a contractor to inspect the issue. The contractor sealed and painted walls on this property.
Windows do not meet means of egress. There are bars on those windows that do not collapse.	The building was built many years ago. The building code was not the same in those days. If necessary, we can remove those window bars.
We do need collapsible bars on the living room windows because of break ins that have occurred. Those requests have been ignored.	Landlord does not want to install bars on windows. He recommended the tenant to install an alarm system.
Requests for new screens and blinds have been ignored.	We have not received these requests in the past. But the landlord agrees to replace those broken screens and blind for tenants.
Exposed wire in the kitchen entryway, holes in the walls, cracks in ceiling.	Landlord agrees to do those repairs.
Laundry requests ignored for years.	When we rented this house to the tenant, laundry facility was not provided and not in the lease.
In need of an interior paint job of the whole house.	Not necessary
General grime	Tenant has been living in this house for many years. This house was just remodeled when the tenant moved in. It is the tenant's responsibility to keep the house clean.
Cutting of grass outside the gate consistently for access to the mailbox.	Maintenance of the garden, landscaping and trees are the tenant's responsibility. Please review the lease.
Faucet repair in upstairs bathroom.	Landlord will repair it.

**000081**



# Prime Metropolis Properties, Inc.

---

August 25, 2017

Christina Svenson and Peter Smith  
505 34th St  
Oakland CA 94609

**Re: Notice of Increase of Rent**

Dear Tenants,

This is a thirty-day rent increase notice. Please be informed that your monthly rent will increase from **\$2,250.00** to **\$2,350.00** effective **October 1, 2017**. The rent will be payable monthly in advance on the 1st day of each month.

Should you have any questions, please feel free to contact us.

Thank you for your kind attention.

Sincerely,

Henry Low  
Designated Broker / Director

Cc: Landlord

Encl: Notice to Tenants of The Residential Rent Adjustment Program

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program ("RAP") that limits rent increases...
Starting on February 1, 2017, an owner must petition the RAP for any rent increase...
Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_, 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.



## Prime Metropolis Properties, Inc.

---

August 15, 2018

Christina Svenson and Peter Smith  
505 34th St  
Oakland CA 94609

Re: Notice of Increase of Rent

Dear Tenants,

This is a thirty-day rent increase notice. Please be informed that your monthly rent will increase from \$2,350.00 to \$2,425.00 effective October 1, 2018. The rent will be payable monthly in advance on the 1st day of each month.

Should you have any questions, please feel free to contact us.

Thank you for your kind attention.

Sincerely,

Henry Low  
Principal Broker / Property Manager

Cc: Landlord

Encl: Notice to Tenants of The Residential Rent Adjustment Program

CITY OF OAKLAND



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

TEL (510) 238-3721
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Contesting a Rent Increase: You can file a petition with the RAP to contest unlawful rent increases...
If you contest a rent increase, you must pay your rent with the contested increase until you file a petition...
Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22)...
Oakland charges owners a Rent Program Service Fee per unit per year...
Oakland has a Tenant Protection Ordinance ("TPO") to deter harassing behaviors by landlords...
The owner \_\_\_ is \_\_\_ is not permitted to set the initial rent on this unit without limitations...

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit \_\_\_\_, 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) 市租客權利通知冊附有中文版本。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.



PRIME METROPOLIS  
PROPERTIES INC.

August 23, 2019

Christina Svenson and Peter Smith  
505 34th St  
Oakland CA 94609

Re: Notice of Increase of Rent

Dear Tenants,

This is a thirty-day rent increase notice. Please be informed that your monthly rent will increase from \$2,425.00 to \$2,475.00 effective October 1, 2019. The rent will be payable monthly in advance on the 1st day of each month.

Should you have any questions, please feel free to contact us.

Thank you for your kind attention.

Sincerely,

Henry Low  
Principal Broker / Property Manager

Cc: Landlord

San Francisco  
950 Taraval Street  
San Francisco  
CA 94116  
415.731.0303

Richmond  
3288 Pierce Street  
Suite A115  
Richmond  
CA 94804  
510.559.3220

Seattle  
8638-138th Place SE  
Newcastle  
WA 98059  
425.688.3003

Seattle mailing  
6947 Coal Creek  
Parkway SE, #747  
Newcastle  
WA 98056

CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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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.



The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other

dated September 30, 2016, on property known as 505 34th Street, Oakland, CA 94601

in which Christina Svenson is referred to as ("Buyer/Tenant") and Prime Metropolis Properties, Inc. is referred to as ("Seller/Landlord").

- 1. Due to COVID 19, landlord agrees to reduce rent 50% from April to end of June 2020. So, the monthly rent from April to June is \$1,237.50.
2. Rent will be resumed back to \$2,475 on July 2020.

End of the addendum #2.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 06/02/2020 10:47 AM PDT

Date 06/02/2020 09:25 PM PDT

Buyer/Tenant Christina Svenson (signature)
Christina Svenson

Seller/Landlord Henry Law (signature)
Prime Metropolis Properties, Inc.

Buyer/Tenant

Seller/Landlord

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The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_ 505 34th Street

Oakland, CA 94601

in which \_\_\_\_\_ Christina Svenson \_\_\_\_\_ is referred to as ("Buyer/Tenant") and \_\_\_\_\_ Prime Metropolis Properties, Inc. \_\_\_\_\_ is referred to as ("Seller/Landlord").

1. Due to COVID 19, landlord agrees to reduce \$500.00 from rent for July, August and Sept, 2020.

2. Rent will be resumed back to \$2,475 on Oct 1, 2020.

End of Addendum #3.

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 09/01/2020 11:44 PM PDT

Date 09/02/2020 02:46 AM PDT

Buyer/Tenant Christina Svenson  
Christina Svenson

Seller/Landlord Tom Chan  
Prime Metropolis Properties, Inc.

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 4

The following terms and conditions are hereby incorporated in and made a part of the: [ ] Purchase Agreement, [X] Residential Lease or Month-to-Month Rental Agreement, [ ] Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind), [ ] Other \_\_\_\_\_, dated \_\_\_\_\_, on property known as \_\_\_\_\_ 505 34th Street

Oakland, CA 94601

in which \_\_\_\_\_ Christina Svenson \_\_\_\_\_ is referred to as ("Buyer/Tenant") and \_\_\_\_\_ Prime Metropolis Properties, Inc. \_\_\_\_\_ is referred to as ("Seller/Landlord").

1. Landlord agrees to reduce rent to \$2,000 per month from Nov 1, 2020 to February 28, 2021.

2. Rent will be back to \$2,475 on March 1, 2021.

End of addendum #4

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date 11/04/2020 11:30 AM PST Date 11/07/2020 04:15 PM PST

Buyer/Tenant Christina Svenson Seller/Landlord Henry Low Prime Metropolis Properties, Inc.

Buyer/Tenant \_\_\_\_\_ Seller/Landlord \_\_\_\_\_

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)



000090



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

ADDENDUM

(C.A.R. Form ADM, Revised 12/15)

No. 5

The following terms and conditions are hereby incorporated in and made a part of the:  Purchase Agreement,  Residential Lease or Month-to-Month Rental Agreement,  Transfer Disclosure Statement (Note: An amendment to the TDS may give the Buyer a right to rescind),  Other \_\_\_\_\_,

dated Sept 30, 2016, on property known as 505 34th Street  
Oakland, CA 94601

in which Christina Svenson is referred to as ("Buyer/Tenant")  
and Prime Metropolis Properties, Inc. is referred to as ("Seller/Landlord").

1. Landlord agrees to credit \$1,000 as the inconvenience fee to tenant for the period during construction.

End of addendum #5

The foregoing terms and conditions are hereby agreed to, and the undersigned acknowledge receipt of a copy of this document.

Date \_\_\_\_\_

Date \_\_\_\_\_

Buyer/Tenant Christina Svenson

Seller/Landlord Prime Metropolis Properties, Inc.

Buyer/Tenant \_\_\_\_\_

Seller/Landlord \_\_\_\_\_

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ADM REVISED 12/15 (PAGE 1 OF 1)

ADDENDUM (ADM PAGE 1 OF 1)

000091

2/21/2021

2/21/21

business tax Paid

online by VISA

Receipt

News Services Departments Events Officials

505-34TH ST

Guest

Home Report a Problem

Find Account Registration Calculation Payment Receipt

Account # 00045421  
CHAN WAYNE C

Business License Online Renewal

PRINT THIS PAGE FOR YOUR RECORD

The business tax license renewal has been submitted. Business tax certificates will be emailed 2 to 5 days after successfully renewing account. For questions, please contact the Business Tax office at (510) 238-3704 or btwebsupport@oaklandca.gov. Thank you, City of Oakland - Business Tax

Submission Date 2/21/2021  
Confirmation # 239484

Account Information

Account # 00045421  
Expire Date 12/31/2021  
Name CHAN WAYNE C  
Address 505 34TH ST  
City OAKLAND  
Phone (510) 549-3813

Summary

	Input Amount
<b>Tax Calculation</b>	
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	22,096.74 \$308.25
BT SB1186 (AB1379)	1 \$4.00
BT Recordation and Tech	1 \$3.00
<b>Rent Adjustment Program (RAP) Calculation - only use whole numbers below</b>	
a. Total # of units per Alameda County Records:	1 \$101.00
<b>Total Due</b>	<b>\$416.25</b>

Payment Information

Payment Amount \$416.25

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Elected Officials  
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#OaklandLoveLife  
Oakland Library  
Visit Oakland  
Oakland Museum

For Assistance  
Email: btwebsupport@oaklandca.gov  
Phone: (510) 238-3704

City of Oakland  
250 Frank H Ogawa Plaza, Suite 1320  
Oakland, CA 94612

Hours:  
8:00 AM-4:00 PM  
Monday, Tuesday, Thursday, Friday

2/22/2021

(424 unread) - chancwc8@yahoo.com - Yahoo Mail

RAP  
2021

Business Tax and Rental Adjustment Program (RAP) accounts Merged for 2021

From: noreplyhdl@oaklandnet.com

To: chancwc8@yahoo.com

Date: Wednesday, December 30, 2020, 03:39 PM PST

December 30, 2020

Rental Address: 505 34TH ST OAKLAND, CA 94609-3009  
Business Tax Account #: 00045421

Dear Residential Rental Taxpayer,

Starting the business tax year 2021, each property's Residential Business Tax and Rent Adjustment Program (RAP) account will be consolidated onto one account. This new change means that you will no longer receive a separate RAP declaration. You will file and pay your Business Tax and RAP fees on a SINGLE declaration form. The account will be designated by the original Business Tax account number listed above: 00045421

Renewal filing will start on January 4, 2021. As a reminder, Business Tax and RAP fees are due on or before March 1, 2021 to avoid penalties and interest being assessed.

Please note that our offices are closed to the public due to COVID-19. For questions regarding the renewal, you can contact the Business Tax Office by email: [BTWebSupport@oaklandca.gov](mailto:BTWebSupport@oaklandca.gov), online chat at [oaklandca.gov](http://oaklandca.gov) search for "Finance" or by phone at (510) 238-3704.

Sincerely,  
City of Oakland – Revenue Management Bureau

Bing Wu Construction Co.  
 State License: 848163  
 1019 Stockton St. #304 S.F. CA, 94108  
 Phone: (415) 519-1083

**INVOICE**

Invoice #0912441  
 Date: 8/3/2021

<b>Job for:</b> 505 34th St. Oakland, CA 94609
---------------------------------------------------

Quantity	Description	Total
	Install 2 carbon monoxide detectors, 2 smoke detectors and fire extinguisher	\$ 380.00
	Repair bedroom and bathroom window to close/open	\$ 250.00
	Patch up holes on walls	\$ 120.00
	Conceal exposed bathroom electrical wires behind walls, patch up and paint	\$ 380.00
	Replace bathroom ventilation fan for mold issue	\$ 300.00
	Repair 3 windows leaking and install waterproofing	\$ 950.00
	Patch up exterior stucco for bedroom and kitchen side wall	\$ 500.00
	Patch up cracks on on kitchen and bathroom side exterior wall and paint	\$ 2,500.00
	Remove rotted wood from ground pot hole and pour concrete to conceal hole and repaired cracked foundation	\$ 450.00
	Patch up cracks and paint exterior wall located on the right hand side when entering the front door	\$ 1,250.00
	Replace 2 Vinyl Windows One each for 2nd Floor Bedroom and Bathroom	\$ 800.00
<b>SUBTOTAL</b>		\$ 7,880.00
<b>TAX</b>		
<b>DOWNPAYMENT</b>		
<b>AMOUNT DUE</b>		\$ 7,880.00

**000094**



CALIFORNIA  
ASSOCIATION  
OF REALTORS®

RESIDENTIAL LEASE OR  
MONTH-TO-MONTH RENTAL AGREEMENT  
(C.A.R. Form LR, Revised 12/15)

Date 09/30/2016 Prime Metropolis Properties ("Landlord") and  
Christina Svenson ("Tenant") agree as follows:

1. **PROPERTY:**
- A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 805 34th Street, Oakland, CA 94704 ("Premises").
- B. The Premises are for the sole use as a personal residence by the following named person(s) only: Christina Svenson. The maximum occupancy of this house is 4 people at any time.
- C. The following personal property, maintained pursuant to paragraph 11, is included: \_\_\_\_\_ or  (if checked) the personal property on the attached addendum.
- D. The Premises may be subject to a local rent control ordinance Oakland
2. **TERM:** The term begins on (date) October 1, 2016 ("Commencement Date"), (Check A or B):
- A. Month-to-Month; and continues as a month-to-month tenancy. Tenant may terminate the tenancy by giving written notice at least 30 days prior to the intended termination date. Landlord may terminate the tenancy by giving written notice as provided by law. Such notices may be given on any date.
- B. Lease; and shall terminate on (date) September 30, 2017 at \_\_\_\_\_  AM/  PM. Tenant shall vacate the Premises upon termination of the Agreement, unless: (i) Landlord and Tenant have extended this Agreement in writing or signed a new agreement; (ii) mandated by local rent control law; or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate as specified in paragraph 2A. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.
3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of the Agreement, except security deposit.
- A. Tenant agrees to pay \$ 2,250.00 per month for the term of the Agreement.
- B. Rent is payable in advance on the 1st (or  ) day of each calendar month, and is delinquent on the next day.
- C. If Commencement Date falls on any day other than the day Rent is payable under paragraph 3B, and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be prorated and Tenant shall pay 1/30th of the monthly rent per day for each day remaining in prorated second month.
- D. **PAYMENT:** Rent shall be paid by  personal check,  money order,  cashier's check, or  other \_\_\_\_\_ to (name) Prime Metropolis Properties (phone) (415)731-0303 at (address) 950 Taraval Street, San Francisco, CA 94116 (or at any other location subsequently specified by Landlord in writing to Tenant) (and  if checked, rent may be paid personally, between the hours of 9:00am and 5:00pm on the following days Monday to Friday). If any payment is returned for non-sufficient funds ("NSF") or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by  money order, or  cashier's check.
- E. Rent payments received by Landlord shall be applied to the earliest amount(s) due or past due.
4. **SECURITY DEPOSIT:**
- A. Tenant agrees to pay \$ 2,250.00 as a security deposit. Security deposit will be  transferred to and held by the Owner of the Premises, or  held in Owner's Broker's trust account.
- B. All or any portion of the security deposit may be used, as reasonably necessary, to: (i) cure Tenant's default in payment of Rent (which includes Late Charges, NSF fees or other sums due); (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of the tenancy; and (iv) replace or return personal property or appliances. **SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT.** If all or any portion of the security deposit is used during the tenancy, Tenant agrees to replenish the total security deposit within five days after written notice is delivered to Tenant. Within 21 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition and supporting documentation as required by California Civil Code § 1950.5(g); and (2) return any remaining portion of the security deposit to Tenant.
- C. Security deposit will not be returned until all Tenants have vacated the Premises and all keys returned. Any security deposit returned by check shall be made out to all Tenants named on this Agreement, or as subsequently modified.
- D. No interest will be paid on security deposit unless required by local law.
- E. If the security deposit is held by Owner, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Owner's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposit is released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.
5. **MOVE-IN COSTS RECEIVED/DUE:** Move-in funds made payable to Prime Metropolis Properties shall be paid by  personal check,  money order, or  cashier's check.

Category	Total Due	Payment Received	Balance Due	Date Due
Rent from <u>10/01/2016</u> to <u>10/31/2016</u> (date)	\$2,250.00	\$2,250.00		
*Security Deposit	\$2,250.00	\$2,250.00		
Other				
Other				
<b>Total</b>	<b>\$4,500.00</b>	<b>\$4,500.00</b>		

\*The maximum amount Landlord may receive as security deposit, however designated, cannot exceed two months' Rent for unfurnished premises, or three months' Rent for furnished premises.

Tenant's Initials ( CMS ) Landlord's Initials ( [Signature] )

000095

6. LATE CHARGE; RETURNED CHECKS:

- A. Tenant acknowledges either late payment of Rent or issuance of a returned check may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or  ) calendar days after the date due, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 125.00 or \_\_\_\_\_ % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.
- B. Landlord and Tenant agree that these charges represent a fair and reasonable estimate of the costs Landlord may incur by reason of Tenant's late or NSF payment. Any Late Charge or NSF fee due shall be paid with the current installment of Rent. Landlord's acceptance of any Late Charge or NSF fee shall not constitute a waiver as to any default of Tenant. Landlord's right to collect a Late Charge or NSF fee shall not be deemed an extension of the date Rent is due under paragraph 3 or prevent Landlord from exercising any other rights and remedies under this Agreement and as provided by law.

7. PARKING: (Check A or B)

- A. Parking is permitted as follows: Two assigned parking spaces in front of the home.

The right to parking  is  is not included in the Rent charged pursuant to paragraph 3. If not included in the Rent, the parking rental fee shall be an additional \$ \_\_\_\_\_ per month. Parking space(s) are to be used for parking properly licensed and operable motor vehicles, except for trailers, boats, campers, buses or trucks (other than pick-up trucks). Tenant shall park in assigned space(s) only. Parking space(s) are to be kept clean. Vehicles leaking oil, gas or other motor vehicle fluids shall not be parked on the Premises. Mechanical work or storage of inoperable vehicles is not permitted in parking space(s) or elsewhere on the Premises.

- OR  B. Parking is not permitted on the Premises.

8. STORAGE: (Check A or B)

- A. Storage is permitted as follows:

The right to separate storage space  is,  is not, included in the Rent charged pursuant to paragraph 3. If not included in the Rent, storage space fee shall be an additional \$ \_\_\_\_\_ per month. Tenant shall store only personal property Tenant owns, and shall not store property claimed by another or in which another has any right, title or interest. Tenant shall not store any improperly packaged food or perishable goods, flammable materials, explosives, hazardous waste or other inherently dangerous material, or illegal substances.

- OR  B. Except for Tenant's personal property, contained entirely within the Premises, storage is not permitted on the Premises.

9. UTILITIES: Tenant agrees to pay for all utilities and services, and the following charges: PG&E, Water, and Garbage.

except None, which shall be paid for by Landlord. If any utilities are not separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord. If utilities are separately metered, Tenant shall place utilities in Tenant's name as of the Commencement Date. Landlord is only responsible for installing and maintaining one usable telephone jack and one telephone line to the Premises. Tenant shall pay any cost for conversion from existing utilities service provider.

10. CONDITION OF PREMISES: Tenant has examined Premises and, if any, all furniture, furnishings, appliances, landscaping and fixtures, including smoke detector(s).

(Check all that apply):

- A. Tenant acknowledges these items are clean and in operable condition, with the following exceptions: \_\_\_\_\_
- B. Tenant's acknowledgment of the condition of these items is contained in an attached statement of condition (C.A.R. Form MIMO).
- C. (i) Landlord will Deliver to Tenant a statement of condition (C.A.R. Form MIMO)  within 3 days after execution of this Agreement;  prior to the Commencement Date;  within 3 days after the Commencement Date.  
(ii) Tenant shall complete and return the MIMO to Landlord within 3 (or  ) days after Delivery. Tenant's failure to return the MIMO within that time shall conclusively be deemed Tenant's Acknowledgement of the condition as stated in the MIMO.
- D. Tenant will provide Landlord a list of items that 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.
- E. Other: \_\_\_\_\_

11. MAINTENANCE USE AND REPORTING:

- A. Tenant shall properly use, operate and safeguard Premises, including if applicable, any landscaping, furniture, furnishings and appliances; and all mechanical, electrical, gas and plumbing fixtures, carbon monoxide devices and smoke alarms; and keep them and the Premises clean, sanitary and well ventilated; Tenant shall be responsible for checking and maintaining all carbon monoxide detectors and any additional phone lines beyond the one line and jack that Landlord shall provide and maintain. Tenant shall immediately notify Landlord, in writing, of any problem, malfunction or damage with any item including carbon monoxide devices and smoke alarms on the property. Tenant shall be charged for all repairs or replacements caused by Tenant, pets, guests or licensees of Tenant, excluding ordinary wear and tear. Tenant shall be charged for all damage to Premises as a result of failure to report a problem in a timely manner. Tenant shall be charged for repair of drain blockages or stoppages, unless caused by defective plumbing parts or tree roots invading sewer lines.

- B.  Landlord  Tenant shall water the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- C.  Landlord  Tenant shall maintain the garden, landscaping, trees and shrubs, except: \_\_\_\_\_

- D.  Landlord  Tenant shall maintain \_\_\_\_\_

- E. Landlord and Tenant agree that State or local water use restrictions shall supersede any obligation of Landlord or Tenant to water or maintain any garden, landscaping, trees or shrubs pursuant to 11B, 11C, and 11D.

- F. Tenant's failure to maintain any item for which Tenant is responsible shall give Landlord the right to hire someone to perform such maintenance and charge Tenant to cover the cost of such maintenance.

- G. The following items of personal property are included in the Premises without warranty and Landlord will not maintain, repair or replace them: \_\_\_\_\_

Tenant's Initials ( CMS ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



12. NEIGHBORHOOD CONDITIONS: Tenant is advised to satisfy him or herself as to neighborhood or area conditions, including schools, proximity and adequacy of law enforcement, crime statistics, proximity of registered felons or offenders, fire protection, other governmental services, availability, adequacy and cost of any wired, wireless internet connections or other telecommunications or other technology services and installations, proximity to commercial, industrial or agricultural activities, existing and proposed transportation, construction and development that may affect noise, view, or traffic, airport noise, noise or odor from any source, wild and domestic animals, other nuisances, hazards, or circumstances, cemeteries, facilities and condition of common areas, conditions and influences of significance to certain cultures and/or religions, and personal needs, requirements and preferences of Tenant.
13. PETS: Unless otherwise provided in California Civil Code §54.2, no animal or pet shall be kept on or about the Premises without Landlord's prior written consent,  except as agreed to in the attached Pet Addendum (C.A.R. Form PET).
14.  (If checked) NO SMOKING: No smoking of any substance is allowed on the Premises or common areas. If smoking does occur on the Premises or common areas, (i) Tenant is responsible for all damage caused by the smoking including, but not limited to stains, burns, odors and removal of debris; (ii) Tenant is in breach of this Agreement; (iii) Tenant, guests, and all others may be required to leave the Premises; and (iv) Tenant acknowledges that in order to remove odor caused by smoking, Landlord may need to replace carpet and drapes and paint the entire premises regardless of when these items were last cleaned, replaced, or repainted. Such actions and other necessary steps will impact the return of any security deposit. The Premises or common areas may be subject to a local non-smoking ordinance.
15. RULES/REGULATIONS:
- A. Tenant agrees to comply with all Landlord rules and regulations that are at any time posted on the Premises or delivered to Tenant. Tenant shall not, and shall ensure that guests and licensees of Tenant shall not, disturb, annoy, endanger or interfere with other tenants of the building or neighbors, or use the Premises for any unlawful purposes, including, but not limited to, using, manufacturing, selling, storing or transporting illicit drugs or other contraband, or violate any law or ordinance, or commit a waste or nuisance on or about the Premises.
- B. (If applicable, check one)
1. Landlord shall provide Tenant with a copy of the rules and regulations within \_\_\_\_\_ days or \_\_\_\_\_
- OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the rules and regulations.
16.  (If checked) CONDOMINIUM; PLANNED UNIT DEVELOPMENT:
- A. The Premises are a unit in a condominium, planned unit development, common interest subdivision or other development governed by a homeowners' association ("HOA"). The name of the HOA is \_\_\_\_\_. Tenant agrees to comply with all HOA covenants, conditions and restrictions, bylaws, rules and regulations and decisions ("HOA Rules"). Landlord shall provide Tenant copies of HOA Rules, if any. Tenant shall reimburse Landlord for any fines or charges imposed by HOA or other authorities, due to any violation by Tenant, or the guests or licensees of Tenant.
- B. (Check one)
1. Landlord shall provide Tenant with a copy of the HOA Rules within \_\_\_\_\_ days or \_\_\_\_\_
- OR  2. Tenant has been provided with, and acknowledges receipt of, a copy of the HOA Rules.
17. ALTERATIONS; REPAIRS: Unless otherwise specified by law or paragraph 28C, without Landlord's prior written consent, (i) Tenant shall not make any repairs, alterations or improvements in or about the Premises including: painting, wallpapering, adding or changing locks, installing antenna or satellite dish(es), placing signs, displays or exhibits, or using screws, fastening devices, large nails or adhesive materials; (ii) Landlord shall not be responsible for the costs of alterations or repairs made by Tenant; (iii) Tenant shall not deduct from Rent the costs of any repairs, alterations or improvements; and (iv) any deduction made by Tenant shall be considered unpaid Rent.
18. KEYS; LOCKS:
- A. Tenant acknowledges receipt of (or Tenant will receive  prior to the Commencement Date, or  \_\_\_\_\_);
- 1 key(s) to Premises,  remote control device(s) for garage door/gate opener(s),
- 1 key(s) to mailbox,  \_\_\_\_\_
- 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:
- A. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, (including, but not limited to, installing, repairing, testing, and maintaining smoke detectors and carbon monoxide devices, and bracing, anchoring or strapping water heaters), decorations, alterations, or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual purchasers, tenants, mortgagees, lenders, appraisers, or contractors.
- B. Landlord and Tenant agree that 24-hour written notice shall be reasonable and sufficient notice, except as follows: (1) 48-hour written notice is required to conduct an inspection of the Premises prior to the Tenant moving out, unless the Tenant waives the right to such notice. (2) If Landlord has in writing informed Tenant that the Premises are for sale and that Tenant will be notified orally to show the premises (C.A.R. Form NSE), then, for the next 120 days following the delivery of the NSE, notice may be given orally to show the Premises to actual or prospective purchasers. (3) No written notice is required if Landlord and Tenant orally agree to an entry for agreed services or repairs if the date and time of entry are within one week of the oral agreement. (4) No notice is required: (i) to enter in case of an emergency; (ii) if the Tenant is present and consents at the time of entry; or (iii) if the Tenant has abandoned or surrendered the Premises.
- C.  (If checked) Tenant authorizes the use of a key safe/lockbox to allow entry into the Premises and agrees to sign a key safe/lockbox addendum (C.A.R. Form KLA).
20. SIGNS: Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.
21. ASSIGNMENT; SUBLETTING: Tenant shall not sublet all or any part of Premises, or assign or transfer this Agreement or any interest in it, without Landlord's prior written consent. Unless such consent is obtained, any assignment, transfer or subletting of Premises or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall, at the option of Landlord, terminate this Agreement. Any proposed assignee, transferee or sublessee shall submit to Landlord an application and credit information for Landlord's approval and, if approved, sign a separate written agreement with Landlord and Tenant. Landlord's consent to any one assignment, transfer or sublease, shall not be construed as consent to any subsequent assignment, transfer or sublease and does not release Tenant of Tenant's obligations under this Agreement.

Tenant's Initials ( CMS ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



- 22. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement, jointly with every other Tenant, and individually, whether or not in possession.
- 23.  **LEAD-BASED PAINT (If checked):** Premises were constructed prior to 1978. In accordance with federal law, Landlord gives and Tenant acknowledges receipt of the disclosures on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.
- 24.  **MILITARY ORDNANCE DISCLOSURE:** (If applicable and known to Landlord) Premises are located within one mile of an area once used for military training, and may contain potentially explosive munitions.
- 25.  **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall give Tenant a copy of the notice originally given to Landlord by the pest control company.
- 26.  **METHAMPHETAMINE CONTAMINATION:** Prior to signing this Agreement, Landlord has given Tenant a notice that a health official has issued an order prohibiting occupancy of the property because of methamphetamine contamination. A copy of the notice and order are attached.
- 27. **MEGAN'S LAW DATABASE DISCLOSURE:** Notice: Pursuant to Section 290.46 of the Penal Code, information about specified registered sex offenders is made available to the public via an Internet Web site maintained by the Department of Justice at www.meganslaw.ca.gov. Depending on an offender's criminal history, this information will include either the address at which the offender resides or the community of residence and ZIP Code in which he or she resides. (Neither Landlord nor Brokers, if any, are required to check this website. If Tenant wants further information, Tenant should obtain information directly from this website.)
- 28. **POSSESSION:**
  - A. Tenant is not in possession of the Premises. If Landlord is unable to deliver possession of Premises on Commencement Date, such Date shall be extended to the date on which possession is made available to Tenant. If Landlord is unable to deliver possession within 5 (or  ) calendar days after agreed Commencement Date, Tenant may terminate this Agreement by giving written notice to Landlord, and shall be refunded all Rent and security deposit paid. Possession is deemed terminated when Tenant has returned all keys to the Premises to Landlord.
  - B.  Tenant is already in possession of the Premises.
- 29. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**
  - A. Upon termination of this Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking and/or storage space; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as referenced in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii)
    - B. All alterations/improvements made by or caused to be made by Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.
    - C. **Right to Pre-Move-Out Inspection and Repairs:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form NRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of this Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. Repairs may be performed by Tenant or through others, who have adequate insurance and licenses and are approved by Landlord. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skillful manner with materials of quality and appearance comparable to existing materials. It is understood that exact restoration of appearance or cosmetic items following all Repairs may not be possible. (iii) Tenant shall: (a) obtain receipts for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant and the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination. Paragraph 28C does not apply when the tenancy is terminated pursuant to California Code of Civil Procedure § 1181(2), (3) or (4).
- 30. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 29, in the event of termination by Tenant prior to completion of the original term of the Agreement, Tenant shall also be responsible for lost Rent, rental commissions, advertising expenses and painting costs necessary to ready Premises for re-rental. Landlord may withhold any such amounts from Tenant's security deposit.
- 31. **TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period, to allow for fumigation (or other methods) to control wood destroying pests or organisms, or other repairs to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the period Rent for the period of time Tenant is required to vacate Premises.
- 32. **DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that renders Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If this 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.
- 33. **INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA, against loss or damage due to fire, theft, vandalism, rain, water, criminal or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (renter's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium (or Tenant shall pay for the increase in premium); or (ii) loss of insurance.
- 34. **WATERBEDS/PORTABLE WASHERS:** Tenant shall not use or have waterbeds on the Premises unless: (i) Tenant obtains a valid waterbed insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises. Tenant shall not use on the Premises  Portable Dishwasher  Portable Washing Machine.
- 35. **WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.

Tenant's Initials ( JMS )

Landlord's Initials ( )



Premises: 505 34th Street, Oakland, CA 94704

Date: September 30, 2016

38. NOTICE: Notices may be served at the following address, or at any other location subsequently designated:

Landlord: Prime Metropolis Properties  
950 Taraval Street, San Francisco, CA 94116  
415-731-0303

Tenant: Christina Svenson  
505 34th Street, Oakland, CA 94601

323-333-2194

37. TENANT ESTOPPEL CERTIFICATE: Tenant shall execute and return a tenant estoppel certificate delivered to Tenant by Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment that the tenant estoppel certificate is true and correct, and may be relied upon by a lender or purchaser.

38. REPRESENTATION

A. TENANT REPRESENTATION; OBLIGATIONS REGARDING OCCUPANTS; CREDIT: Tenant warrants that all statements in Tenant's rental application are accurate. Landlord requires all occupants 18 years of age or older and all emancipated minors to complete a lease rental application. Tenant acknowledges this requirement and agrees to notify Landlord when any occupant of the Premises reaches the age of 18 or becomes an emancipated minor. Tenant authorizes Landlord and Broker(s) to obtain Tenant's credit report periodically during the tenancy in connection with the modification or enforcement of this Agreement. Landlord may cancel this Agreement: (i) before occupancy begins; (ii) upon disapproval of the credit report(s); or (iii) at any time, upon discovering that information in Tenant's application is false. A negative credit report reflecting on Tenant's record may be submitted to a credit reporting agency if Tenant fails to fulfill the terms of payment and other obligations under this Agreement.

B. LANDLORD REPRESENTATIONS: Landlord warrants that, unless otherwise specified in writing, Landlord is unaware of (i) any recorded Notices of Default affecting the Premise; (ii) any delinquent amounts due under any loan secured by the Premises; and (iii) any bankruptcy proceeding affecting the Premises.

39. MEDIATION:

A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved, if, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.

B. The following matters are excluded from mediation: (i) on unlawful detainer action; (ii) the filing or enforcement of a mechanic's lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.

C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any objection by Broker to participate in mediation shall not result in Broker being deemed a party to this Agreement.

40. ATTORNEY FEES: In any action or proceeding arising out of this Agreement, the prevailing party between Landlord and Tenant shall be entitled to reasonable attorney fees and costs, collectively not to exceed \$1,000 (or \$ \_\_\_\_\_), except as provided in paragraph 39A.

41. C.A.R. FORM: C.A.R. Form means the specific form referenced or another comparable form agreed to by the parties.

42. OTHER TERMS AND CONDITIONS; SUPPLEMENTS:  Interpreter/Translator Agreement (C.A.R. Form ITA);  Keysafe/Lockbox Addendum (C.A.R. Form KLA);  Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD);  Landlord in Default Addendum (C.A.R. Form LID)

The following ATTACHED supplements are incorporated in this Agreement:

43. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

44. AGENCY:

A. CONFIRMATION: The following agency relationship(s) are hereby confirmed for this transaction:

Listing Agent: (Print firm name) Prime Metropolis Properties

Is the agent of (check one):  the Landlord exclusively; or  both the Landlord and Tenant.

Leasing Agent: (Print firm name) Prime Metropolis Properties

(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. A disclosure regarding real estate agency relationships (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

45.  TENANT COMPENSATION TO BROKER: Upon execution of this Agreement, Tenant agrees to pay compensation to Broker as specified in a separate written agreement between Tenant and Broker.

46.  INTERPRETER/TRANSLATOR: The terms of this Agreement have been interpreted for Tenant into the following language: \_\_\_\_\_ Landlord and Tenant acknowledge receipt of the attached interpreter/translator agreement (C.A.R. Form ITA).

Tenant's Initials ( CMS ) ( \_\_\_\_\_ )

Landlord's Initials ( \_\_\_\_\_ ) ( \_\_\_\_\_ )



Premises: 505 34th Street, Oakland, CA 94704

Date: September 30, 2016

- 47. NOTICE OF RIGHT TO RECEIVE FOREIGN LANGUAGE TRANSLATION OF LEASE/RENTAL AGREEMENTS: California Civil Code requires a landlord or property manager to provide a tenant with a foreign language translation copy of a lease or rental agreement. If the agreement was negotiated primarily in Spanish, Chinese, Korean, Tagalog or Vietnamese. If applicable, every term of the lease/rental needs to be translated except for, among others, names, dollar amounts and dates written as numerals, and words with no generally accepted non-English translation.
- 48. OWNER COMPENSATION TO BROKER: Upon execution of this Agreement, Owner agrees to pay compensation to Broker as specified in a separate written agreement between Owner and Broker (C.A.R. Form L.L. or L.C.A.).
- 49. RECEIPT: If specified in paragraph 6, Landlord or Broker, acknowledges receipt of move-in funds.

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (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 agrees to rent the Premises on the above terms and conditions.

Tenant [Signature] Christina Svenson Date 09/30/2016  
 Address 505 34th St City Oakland State CA Zip \_\_\_\_\_  
 Telephone (323)333-9194 Fax \_\_\_\_\_ E-mail christina.svenson@gmail.com  
 Tenant \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

GUARANTEE: In consideration of the execution of this Agreement by and between Landlord and Tenant and for valuable consideration, receipt of which is hereby acknowledged, the undersigned ("Guarantor") does hereby: (i) guarantee unconditionally to Landlord and Landlord's agents, successors and assigns, the prompt payment of Rent or other sums that become due pursuant to this Agreement, including any and all court costs and attorney fees included in enforcing the Agreement; (ii) consent to any changes, modifications or alterations of any term in this Agreement agreed to by Landlord and Tenant; and (iii) waive any right to require Landlord and/or Landlord's agents to proceed against Tenant for any default occurring under this Agreement before seeking to enforce this Guarantee.

Guarantor (Print Name) Peter Smith  
 Guarantor Peter Phannon Smith Date \_\_\_\_\_  
 Address PO Box 1303 City Sutter Creek State CA Zip 95685  
 Telephone (209)267-2271 Fax \_\_\_\_\_ E-mail phannonsmith@yahoo.com

Landlord agrees to rent the Premises on the above terms and conditions.

Landlord [Signature] Date 10/4/16 Landlord \_\_\_\_\_ Date \_\_\_\_\_  
Prime Metropolis Properties  
 Address 950 Taraval St, San Francisco, CA 94116-2421  
 Telephone (415)731-0303 Fax \_\_\_\_\_ E-mail \_\_\_\_\_

REAL ESTATE BROKERS:

- A. Real estate brokers who are not also Landlord under this Agreement are not parties to the Agreement between Landlord and Tenant.
- B. Agency relationships are confirmed in paragraph 44.
- C. COOPERATING BROKER COMPENSATION: Listing Broker agrees to pay Cooperating Broker (Leasing Firm) and Cooperating Broker agrees to accept: (i) the amount specified in the MLS, provided Cooperating Broker is a Participant of the MLS in which the Property is offered for sale or lease or a reciprocal MLS; or (ii)  (if checked) the amount specified in a separate written agreement between Listing Broker and Cooperating Broker.

Real Estate Broker (Listing Firm) Prime Metropolis Properties CalBRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Henry Low CalBRE Lic. # \_\_\_\_\_ Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

Real Estate Broker (Leasing Firm) Prime Metropolis Properties CalBRE Lic. # \_\_\_\_\_  
 By (Agent) \_\_\_\_\_ Henry Low CalBRE Lic. # 229265 Date \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Telephone \_\_\_\_\_ Fax \_\_\_\_\_ E-mail \_\_\_\_\_

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Reviewed by \_\_\_\_\_ Date 10/4/16



LR REVISED 12/15 (PAGE 6 OF 6)

RESIDENTIAL LEASE OR MONTH-TO-MONTH RENTAL AGREEMENT (LR PAGE 6 OF 6)

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505 34th Street

000100

By rate   
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  Receive payment   

All transactions

262 matches

Export

DATE	TYPE	INVOICE	ACCOUNT	NO.	MEMO	INCREASE	DECREASE	BALANCE
8/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2021	\$80.84	--	\$7,270.98
8/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$7,190.14
7/26/2021	Credit		Late Fee Income		Credit to waive 1 late fees (7/6/2021 to 7/6/2021)	--	\$125.00	\$4,715.14
7/6/2021	Payment		Split: Rent Income, Convenience Fee Income	EFT	by Christina Svenson	--	\$5,110.40	\$4,840.14
7/6/2021	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$9,950.54
7/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$9,948.54
7/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2021	\$80.84	--	\$9,823.54
7/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$9,742.70
6/7/2021	Credit		Late Fee Income		Credit to waive 1 late fees (6/6/2021 to 6/6/2021)	--	\$125.00	\$7,267.70
6/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$7,392.70
6/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$7,267.70
6/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$7,188.50
5/21/2021	Payment		Split: Rent Income, Convenience Fee Income	EFT	by Christina Svenson	--	\$7,658.00	\$4,713.50
5/21/2021	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$12,371.50
5/14/2021	Credit		Late Fee Income		Credit to waive 1 late fees (5/6/2021 to 5/6/2021)	--	\$125.00	\$12,369.50
5/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$12,494.50
5/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$12,369.50
5/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$12,290.30

DATE	TYPE	INVOICE	ACCOUNT	NO.	MEMO	INCREASE	DECREASE	BALANCE
4/23/2021	Credit		Late Fee Income		Credit to waive 1 late fees (4/6/2021 to 4/6/2021)	--	\$125.00	\$9,815.30
4/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$9,940.30
4/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$9,815.30
4/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$9,736.10
3/17/2021	Credit		Late Fee Income		Credit to waive 4 late fees (3/6/2021 to 12/6/2020)	--	\$500.00	\$7,261.10
3/10/2021	Charge		Rent Board Fee Income		Annual Rent Adjustment Program Fee, tenants' portion	\$50.50	--	\$7,761.10
3/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$7,710.60
3/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$7,585.60
3/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$7,506.40
2/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$5,031.40
2/1/2021	Credit		Rent Income		Rent reduced to \$2,000 from 11/1/2020-2/1/2021	--	\$475.00	\$4,906.40
2/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$5,381.40
2/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$5,302.20
1/8/2021	Payment		Split: Rent Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,083.20	\$2,827.20
1/8/2021	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$4,910.40
1/6/2021	Charge		Late Fee Income		Late fee	\$125.00	--	\$4,908.40
1/1/2021	Credit		Rent Income		Rent reduced to \$2,000 from 11/1/2020-2/1/2021	--	\$475.00	\$4,783.40
1/1/2021	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$5,258.40
1/1/2021	Charge		Rent Income		Rent	\$2,475.00	--	\$5,179.20
12/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$2,704.20
12/1/2020	Credit		Rent Income		Rent reduced to \$2,000 from 11/1/2020-2/1/2021	--	\$475.00	\$2,579.20
12/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$3,054.20
12/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,975.00

000102

DATE	TYPE	INVOICE	ACCOUNT	NO.	MEMO	INCREASE	DECREASE	BALANCE
11/9/2020	Payment		Split: Rent Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,081.20	\$500.00
11/9/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,581.20
11/7/2020	Credit		Late Fee Income		Credit to waive 1 late fees (11/6/2020 to 11/6/2020)	--	\$125.00	\$2,579.20
11/7/2020	Credit		Rent Income		Rent reduced to \$2,000 effective 11/1/2020	--	\$475.00	\$2,704.20
11/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$3,179.20
11/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$3,054.20
11/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,975.00
10/21/2020	Credit		Late Fee Income		Credit to waive 1 late fees (10/6/2020 to 10/6/2020)	--	\$125.00	\$500.00
10/15/2020	Payment		Split: Rent Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,056.20	\$625.00
10/15/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,681.20
10/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$2,679.20
10/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$2,554.20
10/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,475.00
9/18/2020	Credit		Late Fee Income		Credit to waive 1 late fees (9/6/2020 to 9/6/2020)	--	\$125.00	\$0.00
9/8/2020	Payment		Split: Rent Income, Utility Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$5,996.40	\$125.00
9/8/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$6,121.40
9/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$6,119.40
9/2/2020	Credit		Rent Income		Credit - Rent reduction for July, Aug and Sept 2020 \$500 x 3	--	\$1,500.00	\$5,994.40
9/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$7,494.40
9/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$7,415.20
8/19/2020	Credit		Late Fee Income		Credit to waive 1 late fees (8/6/2020 to 8/6/2020)	--	\$125.00	\$4,940.20
8/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$5,065.20

**000103**

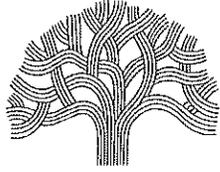
DATE	TYPE	INVOICE	ACCOUNT	NO.	MEMO	INCREASE	DECREASE	BALANCE
8/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$4,940.20
8/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$4,861.00
7/20/2020	Credit		Late Fee Income		Credit to waive 2 late fees (6/6/2020 to 7/6/2020)	--	\$250.00	\$2,386.00
7/6/2020	Payment		Split: Rent Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$4,114.00	\$2,636.00
7/6/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$6,750.00
7/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$6,748.00
7/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2020	\$79.20	--	\$6,623.00
7/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$6,543.80
6/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$4,068.80
6/3/2020	Credit		Rent Income		Credit tenant 50% of the rent for April-June 2020 per Addendum #2	--	\$3,712.50	\$3,943.80
6/3/2020	Credit		Late Fee Income		Credit to waive 2 late fees (4/6/2020 to 5/6/2020)	--	\$250.00	\$7,656.30
6/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2019	\$77.10	--	\$7,906.30
6/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$7,829.20
5/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$5,354.20
5/1/2020	Charge		Utility Income		Monthly garbage bill; new rate effective 7/1/2019	\$77.10	--	\$5,229.20
5/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$5,152.10
4/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$2,677.10
4/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2019	\$77.10	--	\$2,552.10
4/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,475.00
3/10/2020	Charge		Rent Board Fee Income		Annual Rent Adjustment Program Fee, tenants' portion	\$50.50	--	\$0.00
3/4/2020	Payment		Split: Rent Income, Utility Income, Rent Board Fee Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,261.40	(\$50.50)
3/4/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,210.90

000104

DATE	TYPE	INVOICE	ACCOUNT	NO.	MEMO	INCREASE	DECREASE	BALANCE
3/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2019	\$77.10	--	\$2,208.90
3/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,131.80
2/21/2020	Credit		Rent Income		Reimburse the cost of the plumbing service	--	\$343.20	(\$343.20)
2/4/2020	Payment		Split: Rent Income, Utility Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,583.43	\$0.00
2/4/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,583.43
2/1/2020	Charge		Utility Income		Monthly garbage bill, new rate effective 7/1/2019	\$77.10	--	\$2,581.43
2/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,504.33
2/1/2020	Charge		Utility Income		Charge for the garbage bill difference, \$4.19 x 7 (month)	\$29.33	--	\$29.33
1/6/2020	Payment		Split: Rent Income, Utility Income, Late Fee Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,674.91	\$0.00
1/6/2020	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,674.91
1/6/2020	Charge		Late Fee Income		Late fee	\$125.00	--	\$2,672.91
1/1/2020	Charge		Utility Income		Monthly garbage bill	\$72.91	--	\$2,547.91
1/1/2020	Charge		Rent Income		Rent	\$2,475.00	--	\$2,475.00
12/4/2019	Payment		Split: Rent Income, Utility Income, Convenience Fee Income	EFT	Payment by Christina Svenson	--	\$2,549.91	\$0.00
12/4/2019	Charge		Convenience Fee Income		EFT convenience fee	\$2.00	--	\$2,549.91
<b>PRIOR BALANCE</b>								\$2,547.91

OLDER TRANSACTIONS

000105



CITY OF OAKLAND

**CITY OF OAKLAND  
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)

For Rent Adjustment Program date stamp.

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of:

REPAIR RECEIPTS  
(insert name of document served)  
 And Additional Documents

and (write number of attached pages) 20 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. 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.
- b. 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 listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	<u>HANNON Smith</u>
Address	<u>505 - 34<sup>TH</sup> STREET</u>
City, State, Zip	<u>OAKLAND, CA 94609</u>

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 10/7/2021 (insert date served).

Henry Low  
PRINT YOUR NAME

[Handwritten Signature]  
SIGNATURE

10/7/2021  
DATE



How doers  
get more done.

700 WESTLAKE SHOPPING CENTER  
DALY CITY, CA 94015 (650)755-0178

1092 00025 68194 04/30/21 05:29 PM  
SALE CASHIER ROSA

047871270125 5BC FIRE EXT <A>  
KIDDE BASIC 5BC FIRE EXTINGUISHER  
2@14.97 29.94

SUBTOTAL 29.94  
SALES TAX 2.92  
TOTAL \$32.86

XXXXXXXXXXXX2257 VISA USD\$ 32.86

AUTH CODE 99684C/2250851 TA  
Chip Read  
ATD A0000000031010 VISA CREDIT

1092 04/30/21 05:29 PM



1092 25 68194 04/30/2021 4072

RETURN POLICY DEFINITIONS  
POLICY ID DAYS POLICY EXPIRES ON  
A 1 90 07/29/2021

\*\*\*\*\*  
DID WE NAIL IT?

Take a short survey for a chance TO WIN  
A \$5,000 HOME DEPOT GIFT CARD

Opine en español

[www.homedepot.com/survey](http://www.homedepot.com/survey)

User ID: W53 137769 136702

PASSWORD: 21230 136677

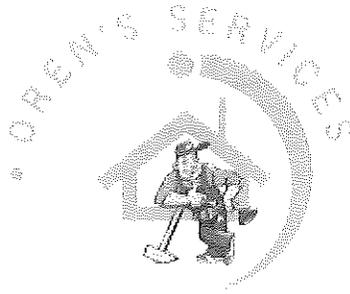
Entries must be completed within 14 days  
of purchase. Entrants must be 18 or  
older to enter. See complete rules on  
website. No purchase necessary.

— 2021-05-12 —

刘浩勇 Henry 09:00

Please reimburse the above  
receipt to me from 505 34th St  
Oakland account. I purchased  
two fire extinguishers for  
tenants.

000109



## Your Invoice from Oren Services

Hi Cyndi Wang,

Attached please find invoice #2838 for your service on Dec 28, 2020.

Thank you.

**Invoice Number:** 2838  
**Service Date:** Dec 28, 2020  
**Customer Name:** Cyndi Wang  
**Service Address:** 505 34th St Oakland, CA 94609

### Services

Duct Cleaning - HVAC Full Air Full Duct Cleaning Up To 10 vents \$550.00

Service also includes:

- \*Cleaning duct work with a RotorBrush machine
- \*Furnace maintenance
- \*Sanitizing
- \*Tune-up
- \*Filter replacement
- \*If you have more than 10 vents each additional vent is \$75 .

Subtotal \$550.00

**Amount Due \$550.00**

Payment is due at time of service please make the proper arrangements to have payment ready for the technician. We accept cash, check or card. This price does not include permits through your city. Permits are only required if the home is a completely new build. If you would still like us to pull permits for the project we can definitely do so. Please let our office know so we can adjust the total invoice (Permit & permit fees range from \$700-1800 depending on the project)

(800) 974-5349 | [orenservices@gmail.com](mailto:orenservices@gmail.com)

**000110**

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

10127 Dante Ave  
Oakland, CA 94603

[Terms & Conditions](#)

**000111**

Comfort Zone Heating and Air Conditioning Co.

"We Build Comfort!"

339 North Ellsworth Ave

San Mateo, Ca 94401

(650)520-6616

State Cont. Lic. #898653

№ 10607

DATE: 12-23-2020

RECEIVED FROM: P M P CYNIDI

SUM OF: TWO THOUSAND SEVEN HUNDRED \$ 2,700

PROJECT ADDRESS: 505 34<sup>th</sup> STREET OAKLAND

PROJECT: INSTALLED BRYANT FURNACE & REGISTER

SIGNATURE: Ray Lin



Heating | Cooling | Home Performance

1537 South 56th Street  
 El Cerrito, CA 94530  
 510-848-3030  
 License #770180

**Invoice**

Date	Invoice #
12/11/2020	27741

**Bill To**

**Ship To**

Prime Metropolis Properties  
 Tiffany Low  
 950 Taraval Street  
 San Francisco, CA 94116

505 34th St  
 Oakland, CA

P.O. No.	Terms	Due Date
	Due on receipt	12/11/2020

Description	Price	Prior Amt	Prior %	Curr %	Amount
Residential Service Call	89.00				89.00

Thank you for your business.	<b>Total</b>	\$89.00
	<b>Payments/Credits</b>	-\$89.00
	<b>Balance Due</b>	\$0.00

**000113**

**Comfort Zone Heating and Air Conditioning Co.**

"We Build Comfort!"

339 North Ellsworth Ave

San Mateo, Ca 94401

(650)520-6616

State Cont. Lic. #898653

NO 10561

DATE: 11-20-2020

RECEIVED FROM: PMP CYNDI

SUM OF: ONE HUNDRED SEVEN DOLLARS \$ 175

PROJECT ADDRESS: 505 30<sup>th</sup> AVE OAKLAND

PROJECT: REPAIRED FURNACE & CUT HOLE  
WITH RETURN COVER GRILLE

SIGNATURE: Ray Liu



Handyman  
Yong Hui (Ricky) Yuan  
(510)917-2135  
5432 Wadean Pl  
Oakland, CA 94601

INVOICE NO.

ISSUE DATE

CUSTOMER ORDER NUMBER

Invoice

6/8/2020

SOLD TO <i>60534th st. oakland</i>	SHIP TO:
---------------------------------------	----------

SALES PERSON	SHIPPED VIA	TERMS	FOB
--------------	-------------	-------	-----

QTY ORDERED	QTY SHIPPED	DESCRIPTION	UNIT	AMOUNT
		<i>Get a new toilet</i>	<i>Each</i>	<i>350<sup>00</sup></i>

Handyman  
Yong Hui (Ricky) Yuan  
(510)917-2135  
5432 Wadean Pl  
Oakland, CA 94601

INVOICE NO.

Invoice

INVOICE DATE

4/28/2020

CUSTOMER ORDER NUMBER

SOLD TO:

505 34th St. Oakland

SHIP TO:

SALESPERSON

SHIPPED VIA

TERMS

F.O.B.

QTY ORDERED

QTY SHIPPED

DESCRIPTION

UNIT

AMOUNT

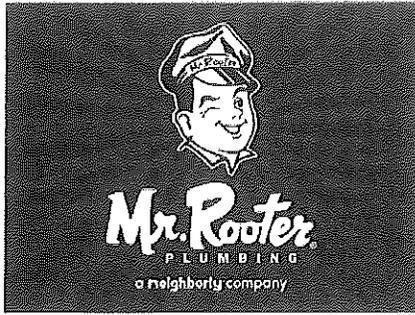
1. Change a new coil.
2. fix the ceiling and repair it.

total 900.00









**Mr. Rooter Plumbing**  
 1025 39th St.  
 Oakland, CA 94608  
 510-843-6378  
 Lic#453536

**Invoice** 66599259  
**Invoice Date** 2/17/2020  
**Terms** Regular Job  
**Completed Date** 2/17/2020  
**Technician** H-Uriel Cornejo  
**Customer PO**

**Billing Address**  
 Christina Svenson  
 505 34th Street  
 Oakland, CA 94609 USA

**Job Address**  
 Christina Svenson  
 505 34th Street  
 Oakland, CA 94609 USA

**Description of Work**

Arrived to a sewer stoppage.  
 Recommend and attempt to clear this sewer stoppage with our 300 sewer machine.  
 There was an access point behind the house on the exterior wall with exposed piping. We removed the cap and attempted to clear the sewer line from this access point.  
 This attempt was successful and cleared the line.  
 Afterwards we video inspected the line to ensure that there was no blockage further down the line.  
 Water drained fine and there were no back ups.  
 Cleaned work area.

Task #	Description	Quantity	Your Price	Your Total
C1200	Cable line thru access to attempt to clear stoppage	1.00	\$343.20	\$343.20

Paid On	Type	Memo	Amount
2/17/2020	Visa		\$343.20

**Potential Savings** \$51.48  
**Sub-Total** \$343.20  
**Tax** \$0.00  
**Total Due** \$343.20  
**Payment** \$343.20  
**Balance Due** \$0.00

Thank you for choosing Mr. Rooter Plumbing. Have a great day!

Terms and Conditions  
 \$343.20  
 505 34th Street, Oakland, CA 94609 USA

2/17/2020  
 \$343.20  
 Christina Svenson  
 505 34th Street, Oakland, CA 94609 USA

2/17/2020  
 I authorize Mr. Rooter Plumbing Oakland to charge the agreed amount to my credit card provided herein. I agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement.

**000121**

2/17/2020

A handwritten signature in black ink, consisting of a cursive 'C' followed by a series of loops and a final vertical stroke.



Order #W847205499

Placed on: Dec 11, 2019

## Billing Information

**Prime Metropolis Properties, Inc**  
8638 138th Pl Se  
NEWCASTLE WA 98059

Payment Method: VISA \*\*\*6150

Item	Price/Item	Qty	Line Total
<b>Appliance Delivery (1 item)</b> 505 34th St , OAKLAND, CA 94609			
Hotpoint 15.6 cu. ft. Top Freezer Refrigerator in White	\$448.20 <del>\$639.00</del> Saved 30%	1	\$448.20

### Parts & Services

Pex Plastic Water/ice Line			\$10.28
Haul Away Your Old Appliance			\$25.00

**Expect it on Dec 21, 2019**

<b>Subtotal</b>	<b>\$483.48</b>
Appliance Delivery	FREE
Sales Tax	\$42.41
<b>Total</b>	<b>\$525.89</b>
You Saved	\$190.80

### Need help?

Online Customer Support:  
1-800-430-3376

Major Appliances:  
1-877-946-9843

Call 7 days a week:  
6 a.m. to 2 a.m. EST

**000123**

PLUMBING WORK ORDER / INVOICE

Eduardo Navarro



09607



OAKLAND ROOTER & PLUMBING.

1614 Fruitvale Avenue.  
Oakland, CA 94601  
Tel: (510) 479-1129  
LIC #965873  
www.oaklandrooter.com

06/07/19  
DATE SCHEDULED

CHECK USE	QTY	ITEM OR PART DESCRIPTION	UNIT	PRICE
<input type="checkbox"/> WATER HEATER				
<input type="checkbox"/> ELEMENTS				
<input type="checkbox"/> THERMOSTAT				
<input type="checkbox"/> RELIEF VALVE				
<input type="checkbox"/> DIP TUBE				
<input type="checkbox"/> ELECTRICAL CONN.				
<input type="checkbox"/> GAS WATER HEATER				
<input type="checkbox"/> THERMOCOUPLE				
<input type="checkbox"/> BURNER				
<input type="checkbox"/> CONTROL (GAS)				
<input type="checkbox"/> FLUE PIPE				
<input type="checkbox"/> RELIEF VALVE				
<input type="checkbox"/> TOILET				
<input type="checkbox"/> BALL COCK				
<input type="checkbox"/> FLAPPER				
<input type="checkbox"/> SUPPLY LINE				
<input type="checkbox"/> WAX SEAL & CLOSET BOLTS				
TOTAL MATERIALS				

(Cash)

NAME: CHRISTINA SVENSON  
 ADDRESS: 705 34th St  
 CITY: Oakland STATE: CA ZIP: 94607  
 MAKE: MODEL: SERIAL #:

WARRANTY  
 CONTRACT  
 SERVICE CONTRACT  
 NORMAL RES.  COMM

DESCRIPTION OF WORK	SERVICE
To remove #2 toilets and put new bolts and new wax rings and make sure the toilets are working properly	
Total Cost parts and labor	\$ 290 <sup>00</sup>

LABOR	HRS	RATE	AMOUNT
TOTAL LABOR			
RECOMMENDATIONS			

I HEREBY AUTHORIZE THE ABOVE WORK TO BE DONE AS SO ORDERED AND OUTLINED ABOVE. IT IS AGREED THAT THE SELLER WILL RETAIN TITLE TO ANY EQUIPMENT OR MATERIAL FURNISHED UNTIL COMPLETE PAYMENT HAS BEEN MADE. IF SETTLEMENT IS NOT MADE AS AGREED, THE SELLER HAS THE RIGHT TO REMOVE EQUIPMENT AND MATERIAL WITHOUT BEING HELD RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE REMOVAL OF EQUIPMENT.

WORK ORDERED BY: \_\_\_\_\_  
 ABOVE ORDERED WORK HAS BEEN COMPLETED AND I ACKNOWLEDGE RECEIPT OF MY COPY.  
 CUSTOMER SIGNATURE: *[Signature]* DATE: 06/07/19  
 Thank You

TOTAL MATERIALS	
TOTAL LABOR	
TAX	
OTHER CHARGES	
TOTAL	\$ 290 <sup>00</sup>

Printed in USA by www.prixpress.com 1-800-270-5591



More saving.  
More doing.™

3838 HOLLIS AVE. EMERYVILLE, CA 94608  
\*\* RECEIPT REQUIRED FOR ALL REFUNDS\*\*

0627 00057 49817 05/23/18 04:13 PM  
SELF CHECK OUT

020352644646 40G 6 EWH N3 <A> 359.00  
40GAL/4500W ELEC MED PERF W/H N3  
014717150156 DRAIN PAN <A> 17.98  
DRAIN PAN 22" ALUMINUM

SUBTOTAL 376.98  
SALES TAX 34.87  
TOTAL \$411.85

XXXXXXXXXXXX1986 VISA USD\$ 411.85

AUTH CODE 03732G/5570509 TA

Chip Read  
AID A0000000031010 4348415345205649534

1 TVR 0080008000  
IAD 06010A0360A002  
TSI F800  
ARC 00

*505 34th St  
OAKLAND*

P.O.#/JOB NAME: N9



0627 57 49817 05/23/2018 6314

RETURN POLICY DEFINITIONS

A POLICY ID 1 DAYS 90 POLICY EXPIRES ON 08/21/2018

THE HOME DEPOT RESERVES THE RIGHT TO  
LIMIT / DENY RETURNS. PLEASE SEE THE  
RETURN POLICY SIGN IN STORES FOR  
DETAILS.

\*\*\*\*\*







Herald Enterprise Inc.  
536 8th Street  
Oakland, CA 94607 AF  
(510) 893-3210  
accounting@cchcsf.org

## Invoice No. 2016-01009

DATE 01/14/2016	PLEASE PAY \$159.64	DUE DATE 01/29/2016
--------------------	------------------------	------------------------

**BILL TO**  
PMP Inc  
Prime Metropolis Properties Inc  
950 Taraval Street  
San Francisco, CA 94116

Please detach top portion and return with your payment.

LOCATION AND DESCRIPTION	QTY	RATE	AMOUNT
<b>Repair Services</b> Install mailbox	1	0.00	0.00
<b>Repair Services</b> Repaint house number	1	0.00	0.00
<b>Repair Services</b> Labor	3	45.00	135.00
<b>Materials</b>	1	22.50	22.50
<i>505 34th Street, Oakland, CA 94608</i>			
		SUBTOTAL	157.50
		TAX (9.5%)	2.14
		TOTAL	159.64

TOTAL DUE **\$159.64**

THANK YOU.

000128



PARKSIDE  
1800 TARAVAL ST  
SAN FRANCISCO, CA 94116-9991  
(800)275-8777

10/07/2021 04:32 PM

Product	Qty	Unit Price	Price
Priority Mail® 1-Day 1 Oakland, CA 94609 Weight: 0 lb 4.50 oz Expected Delivery Date Fri 10/08/2021 Tracking #: 9505 5123 9451 1280 5763 85			\$7.95
Insurance Up to \$50.00 included			\$0.00
<b>Total</b>			<b>\$7.95</b>

Grand Total: \$7.95

Credit Card Remitted \$7.95

Card Name: VISA  
Account #: XXXXXXXXXXXX2257  
Approval #: 03772D  
Transaction #: 770  
AID: A0000000031010 Chip  
AL: VISA CREDIT  
PIN: Not Required

\*\*\*\*\*  
USPS is experiencing unprecedented volume increases and limited employee availability due to the impacts of COVID-19. We appreciate your patience.  
\*\*\*\*\*

Text your tracking number to 28777 (2USPS) to get the latest status. Standard Message and Data rates may apply. You may also visit [www.usps.com](http://www.usps.com) USPS Tracking or call 1-800-222-1811.

Save this receipt as evidence of insurance. For information on filing an insurance claim go to <https://www.usps.com/help/claims.htm>

Preview your Mail  
Track your Packages  
Sign up for FREE @  
<https://informedelivery.usps.com>

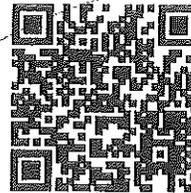
Earn rewards on your business account purchases of Priority Mail labels with the USPS Loyalty program by using Click and Ship. Visit [www.usps.com/smallbizloyalty](http://www.usps.com/smallbizloyalty) for more info.

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Go to search & apply  
Type in Keyword: San Francisco  
Location: California  
\$16.00/hour - \$22.62/hour  
CHECK DAILY FOR  
ADDITIONAL OPPORTUNITIES

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[www.usps.com/careers](http://www.usps.com/careers)

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Thank you for your business.

Tell us about your experience.  
Go to: <https://postalexperience.com/Pos>  
or scan this code with your mobile device,



or call 1-800-410-7420.

UFN: 056831-0016  
Receipt #: 840-59400054-1-5399718-2  
Clerk: 23

000129





CITY OF OAKLAND

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

Planning and Building Department

(510) 238-3381

Bureau of Building

TDD:(510) 238-3254

Building Permits, Inspections and Code Enforcement Services

[inspectioncounter@oaklandca.gov](mailto:inspectioncounter@oaklandca.gov)

## NOTICE OF VIOLATION

December 28, 2021

*Certified and Regular mail*

CHAN WAYNE C

620 HILLER DR

OAKLAND CA, 94618- 2353

Code Enforcement Case No.: **2105383**

Property: **505 34TH ST**

Parcel Number: 009 072605300

**Re-inspection Date: 02/02/2022** *Violation(s) must be corrected*

**Re-inspection will occur either on:** 02/02/22, 02/03/22, or 02/08/22

Code Enforcement Services inspected your property on **10/28/2021** and confirmed:

- that the violations of the Oakland Municipal Code (OMC) identified below (p. 2) are present and must be remedied as specified under "Required Actions". Photographs of the violations are enclosed where applicable.
- that work was performed without permit or beyond the scope of the issued permit and you are receiving this Notice of Violation because you did not get the required permit within three (3) days of receiving the Stop Work Order. You must contact the inspector indicated below before the Re-inspection Date to stop further code enforcement action.

To stop further code enforcement action, you must correct **all** violations and contact Inspector Mariano Rojo who is assigned to your case, before the re-inspection to schedule an inspection. Your inspector is available by phone at 510-238- 2177

and by email at [mrojo @oaklandca.gov](mailto:mrojo@oaklandca.gov).

*If the Property Owner Certification is included in this notice you may, in the alternative, complete the form and submit along with photographs of the corrected violations at least three (3) days prior to the reinspection date.*

If it is necessary for tenants to temporarily relocate so that repairs can be made, you are required to comply with all state and local laws regarding the relocation of tenants included the Code Compliance Relocation Program (OMC 15.60.010).

### **If all violations have not been corrected at the time of re-inspection:**

- You will be charged for inspection and administrative costs that can total \$2,718.00.
- Administrative citations may be assessed against you beginning the day of the re-inspection and continuing until all violations are corrected, Citations are \$100 the first day, \$250 the second day, and \$500 for each day thereafter until all violations are cured up to a total of \$5,000.
- The property may be declared a public nuisance.
- The City may abate Property Blight using City contractors and you will be charged for the contracting and administrative costs.
- The Notice of Violation may be recorded on your property title with associated fees for processing and recording.

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

**000131**

# Violations

Property Address: 505 34TH ST

Complaint #: 2105383

## Property Maintenance (Blight)

Description of Violation	Required Action	OMC Section

## Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
1. Unapproved change of occupancy, unapproved /unpermitted Residential SFD / Unit (see 3R report RRR2100149) including electrical, mechanical, and plumbing trades.	Obtain Planning/Zoning approval, obtain Building and all trade permits, schedule permit inspections and receive final approval to restore to approved use or legalize unapproved/unpermitted SFD/unit.	15.08.040 15.08.050 15.08.120 15.08.140 15.08.230 - K

## Zoning (Minor)

Description of Violation	Required Action	OPC Section
1. Unapproved change of occupancy (see 3R report RRR2100149)	Obtain Planning/Zoning approval to restore to approved use or receive approval for change of use.	15.28.120 15.28.130 15.28.140

## Zoning (Major)

Description of Violation	Required Action	OPC Section

*Zoning Violations: Major Zoning violations require a Zoning Determination before an appeal to the Planning Commission. If you wish to appeal a Major Zoning violation, please see the process or filing for a Zoning Determination in the Appeal Section of this notice.*

## Appeal Information

### You have a right to appeal.

In order to appeal any violations described in this Notice of Violation, you must complete the enclosed Violation Appeal form and submit it with supporting documentation along with the applicable appeal fee(s) by the Appeal deadline. The following describes the process for appealing each type of violation described in the Notice of Violation. In some cases, separate appeal processes may be required.

**The Appeal Deadline is: 02/02/2022**

The Bureau of Building must receive your written appeal by the Appeal Deadline, or you will waive your right to administrative review of all violations described in this Notice of Violation. Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the prescribed deadline or a written appeal received by us without a filing fee are not acceptable and will be rejected.

Failure to file a timely appeal will result in the determinations made in this Notice of Violation becoming the City's final decision on this matter. The decision becomes final on the day following the appeal deadline. Once the decision is final, it can be appealed by filing a petition for writ of mandate with the Superior Court no later than the 90<sup>th</sup> day following the date on which decision becomes final. The time within which judicial review must be sought is governed by Cal. Code of Civil Procedure 1094.6.

For Property Maintenance (Blight), Building Maintenance (Housing) and Minor Zoning Appeals: A filing fee in the amount of **\$116** is due at the time of submittal. Payments may be made in person at the Bureau of Building, 250 Frank Ogawa Plaza, 2<sup>nd</sup> Floor, or by phone by calling 510-238-4774 (**Please include the receipt number and date on your appeal**). MasterCard and Visa are accepted. A hearing will be scheduled before an independent hearing officer.

For Zoning Determinations/Appeals of Major Zoning violations: If you wish to appeal a Major Zoning violation(s), you must submit the enclosed Appeal form requesting a Zoning Determination to the Zoning Manager. Your supporting documentation to the Zoning Manager should explain a) why the use of your property conforms to the zoning designation for the property or b) why the activity should be approved as set forth in Planning Code Title 17. A filing fee in the amount of **\$434** is due at the time of submittal in the manner described above. Additionally, a **\$434** per hour fee will be assessed as needed to complete the review of the determination. The determination fee is not refundable once the letter has been issued, regardless of outcome.

The Zoning Manager will issue written decision within **45 days** from the end of the appeal period. If you disagree with the decision you may appeal to the Planning Commission within **10 days** from the written decision. Unless special circumstances require otherwise, you will be expected to work with the Bureau of Building to resolve the Building Code violations (s) and any Minor Zoning Violation(s) during the Major Zoning appeal process.

Sincerely,

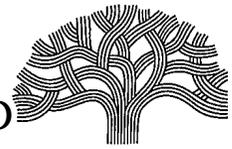
*Mariano Jesus Rojo*

Specialty Combination Inspector  
Planning and Building Department

Attached as applicable:

- |                                                                            |                                                                        |                                                                     |
|----------------------------------------------------------------------------|------------------------------------------------------------------------|---------------------------------------------------------------------|
| <input type="checkbox"/> Blight brochure                                   | <input type="checkbox"/> Residential Code Enforcement brochure         | <input type="checkbox"/> Vehicular Food Vending brochure            |
| <input type="checkbox"/> Property Owner Certification                      | <input type="checkbox"/> Mold and Moisture brochure                    | <input type="checkbox"/> Pushcart Food Vending brochure             |
| <input type="checkbox"/> Lead Paint brochure                               | <input type="checkbox"/> Undocumented Dwelling Units brochure          | <input type="checkbox"/> Smoke Alarms brochure                      |
| <input type="checkbox"/> Photographs                                       | <input type="checkbox"/> Stop Work brochure                            | <input type="checkbox"/> Condominium Conversion brochure            |
| <input type="checkbox"/> Housing – Relocation Assistance Program           | <input type="checkbox"/> Investor Owned Property brochure              | <input type="checkbox"/> Foreclosed and Defaulted Property brochure |
| <input type="checkbox"/> Description of Property Maintenance Code Sections | <input type="checkbox"/> Major and Minor Zoning Violation Descriptions |                                                                     |

cc:



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:** T21-0128, Smith v. Chan

**PROPERTY ADDRESS:** 505 34<sup>th</sup> Street, Oakland, CA

**DATE OF HEARING:** February 1, 2022

**DATE OF DECISION:** March 24, 2022

**APPEARANCES:** Hannon Smith, Tenant  
Wayne Chan, Owner  
Henry Low, Prime Metropolis Properties, Inc.,  
Property Manager  
Ilene Hochstein, Owner Representative

## **SUMMARY OF DECISION**

The tenant's petition is denied. The unit is exempt from the Oakland Rent Ordinance as a single family residence and therefore the Rent Adjustment Program (RAP) lacks jurisdiction to rule on the tenant's petition.

## **CONTENTIONS OF THE PARTIES**

On July 15, 2021, tenant Hannon Smith filed a *Tenant Petition* alleging that the property owner was providing him with fewer services than he previously received and/or was charging him for services originally paid for by the owner.

On August 11, 2021, the RAP office received a *Property Owner Response* from the owner claiming that the property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22) because the unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.).

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## **PROCEDURAL HISTORY**

At the outset of the hearing on February 1, 2022, the Hearing Officer informed the parties that the initial matter to be determined was whether or not the Rent Adjustment Program had jurisdiction over the matter. Therefore, the hearing on that date was limited to the issue of whether or not the subject property is exempt from the Rent Adjustment Ordinance.<sup>1</sup>

Subsequent to February 1, 2022, the Hearing Officer retired. Therefore, the case was reassigned to the undersigned Hearing Officer, who conducted a full review of the record, including the documents submitted by the parties, as well as the recording of the hearing on February 1, 2022.

## **ISSUE**

Is the subject property exempt from the Rent Adjustment Ordinance?

## **EVIDENCE REGARDING EXEMPTION**

Tenant Smith described the property as a two-story house, with two bedrooms downstairs and one larger bedroom upstairs. He initially moved into the building in 2014 as a subtenant of Chiara Sbolci, and rented one of the downstairs bedrooms.<sup>2</sup> Subsequently, the initial master tenant (Sbolci) moved out, and tenant Smith and his partner (Christina Svenson) signed a lease with the owner (co-signed by tenant Smith's father, who did not reside on the premises) in 2016, and moved into the upstairs bedroom.

Owner Chan testified that he has owned the property since 1992, and that it was designated as R-70 (high density residential) when he purchased it.<sup>3</sup> He started renting out the house in the late 1990s. He has never rented out the house as separate units. It has always been rented out to a single party. Master tenant Svenson has not informed him who else is living on the premises. There is no other building on the property.

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<sup>1</sup> While the parties submitted a number of documents as potential hearing exhibits, the only document considered by the Hearing Officer at the hearing was the Notice of Violation from the City of Oakland, dated December 28, 2021, marked as Exhibit 34.

<sup>2</sup> A prior Hearing Decision between Ms. Sbolci and the owner in the Case of T15-0689 Sbolci v. Low found that the property is exempt from the Rent Adjustment Ordinance as a single family residence, and dismissed the tenant's petition.

<sup>3</sup> A Notice of Violation from the City of Oakland, dated December 28, 2021, cited the owner for renting out as residential a building that has not been approved for residential use. (Exhibit 34) As of the date of the hearing, the owner was appealing that determination. As noted by the Hearing Officer during the hearing, the City's determination on this matter is not determinative of the issue in this case.

According to the *Property Owner Response*, signed under penalty of perjury by the owner, the prior tenant did not leave after being given a notice to quit, notice of rent increase, or after being evicted, but left voluntarily. At the time the prior tenant vacated the building, there were no outstanding violations of building, housing, fire or safety codes.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

#### **Is the subject property exempt from the Rent Adjustment Ordinance?**

In a prior Hearing Decision regarding this property, T15-0689 Sbolci v. Low, the property was found to be exempt from the Rent Adjustment Ordinance as a single family residence. Pursuant to that decision, a Certificate of Exemption was to have been issued at the expiration of the appeal period. While no such Certificate of Exemption was introduced by the parties for the hearing in this matter, no appeal of Case T15-0689 was ever filed. Therefore, at the end of the appeal period, the Hearing Decision in T15-0689 became a final decision that held that the subject property is exempt from the Rent Adjustment Ordinance as a single family residence.

Tenant Smith testified that he and his partner (Christina Svenson) are the master tenants for the property. They are thus renting the property from the owner as a single family residence. While they may be renting out rooms to other subtenants, the agreement between Ms. Svenson and the owner is for the entire house. Therefore, the owner is not renting the house out as a multi-unit dwelling, but as a single family residence.

The Rent Adjustment Ordinance exempts single family residences and condominiums pursuant to the Costa-Hawkins Act, California Civil Code §1954.52, provided they are separately alienable from any other rental unit.<sup>4</sup> The testimony at the hearing, as well as the Hearing Decision in T15-0689 Sbolci v. Low, established that the subject property is separately alienable from any other rental unit.<sup>5</sup>

Exceptions to the application of Costa-Hawkins exist where:

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

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<sup>4</sup> O.M.C. §8.22.030A.7.

<sup>5</sup> The answer of “No” to this question on the *Property Owner Response* appears to be an error.

In this case, the current tenancy did not begin before January 1, 1996. Additionally, based on the answers in the *Property Owner Response*, the prior tenancy did not end after a notice of change in terms of tenancy or after an eviction.

Further, no evidence was presented of serious health, safety, fire, or building code violations, for which the owner was cited, that were not corrected for six months before the start of the current tenancy.

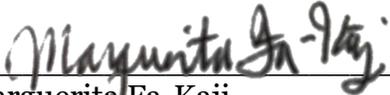
Therefore, based on the Hearing Decision in T15-0689 Sbolci v. Low, as well as the evidence in this hearing, the subject property is currently exempt from the Rent Adjustment Ordinance as a single family residence. Because the property is exempt from the Rent Adjustment Ordinance, the Rent Adjustment Program lacks jurisdiction to consider any issues raised in the Tenant Petition.

### **ORDER**

1. Tenant Petition T21-0128 is denied.
2. The subject property is currently exempt from the City of Oakland Rent Adjustment Ordinance as a single family residence.

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

Dated: March 24, 2022

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

**PROOF OF SERVICE**  
**Case Number T21-0128**

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.

**Document Included**  
Hearing Decision

**Today, I electronically served the attached document listed above to:**

**Property Owner**  
Wayne Chan  
[chancwc8@yahoo.com](mailto:chancwc8@yahoo.com)

**Property Manager**  
Henry Low  
[henrylow@pmp1988.com](mailto:henrylow@pmp1988.com)

**Tenant**  
Hannon Smith  
[hannoncorbett@gmail.com](mailto:hannoncorbett@gmail.com)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 24, 2022** in Oakland, CA.

Ava Silveira  
Administrative Analyst  
Oakland Rent Adjustment Program

**000138**



**CITY OF OAKLAND**  
**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)

For Rent Adjustment Program date stamp.

## APPEAL

<b>Appellant's Name</b>  Hannon Smith	<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
<b>Property Address (Include Unit Number)</b>  505 34th St Oakland, CA 94609	
<b>Appellant's Mailing Address (For receipt of notices)</b>  505 34th St Oakland, CA 94609	<b>Case Number</b>  T21-0128
	<b>Date of Decision appealed</b>  03/24/2022
<b>Name of Representative (if any)</b>	<b>Representative's Mailing Address (For notices)</b>

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

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

- 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 the Owner's 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.)

**Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document.** Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: \_\_\_\_\_.

**• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. •**  
I declare under penalty of perjury under the laws of the State of California that on April 11th, 20 22,  
 I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Henry Low
<b>Address</b>	950 Taraval
<b>City, State Zip</b>	San Francisco, CA 94609
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

<i>H Smid</i>	04/11/2022
---------------	------------

**SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE**

**DATE**

## **IMPORTANT INFORMATION:**

**This Appeal must be received by the Rent Adjustment Program, 250 Frank Ogawa Plaza, Suite 5313, Oakland, California 94612, not later than 5:00 P.M. on the 20th calendar day after the date the decision was mailed to you as shown on the proof of service attached to the decision.** If the last day to file is a weekend or holiday, the time to file the document is extended to the next business day.

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- **Any response to the appeal by the responding party must be received by the Rent Adjustment Program, along with a proof of service on appealing party, within 15 days of service of the service of the appeal if the party was personally served. If the responding party was served the appeal by mail, the party must file the response within 20 days of the date the appeal was mailed to them.**
- There is no form for the response, but the entire response is limited to 25 pages or less.
- The Board will not consider new claims. All claims, except jurisdictional issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings that you want the Board to review must be pre-designated to Rent Adjustment Staff.



**CITY OF OAKLAND**  
**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)

For Rent Adjustment Program date stamp.

**PROOF OF SERVICE**

**NOTE: YOU ARE REQUIRED TO SERVE A COPY OF YOUR PETITION OR RESPONSE (PLUS ANY ADDITIONAL DOCUMENTS) ON THE OPPOSING PARTIES.**

- Use this PROOF OF SERVICE form to indicate the date and manner in which service took place, as well as the person(s) served.
- Provide a copy of this PROOF OF SERVICE form to the opposing parties together with the document(s) served.
- File the completed PROOF OF SERVICE form with the Rent Adjustment Program together with the document you are filing and any attachments you are serving.
- Please number sequentially all additional documents provided to the RAP.

**PETITIONS FILED WITHOUT A PROOF OF SERVICE WILL BE CONSIDERED INCOMPLETE AND MAY BE DISMISSED.**

I served a copy of:

Appeal Form  
 (insert name of document served)  
 And Additional Documents

and (write number of attached pages) \_\_\_\_\_ attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. 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.
- b. 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 listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

**PERSON(S) SERVED:**

Name	Henry Low
Address	950 Taraval St
City, State, Zip	San Francisco, CA 94116

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

To serve more than 8 people, copy this page as many times as necessary and insert in your proof of service document. If you are only serving one person, you can use just the first and last page.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on \_\_/\_\_/\_\_\_\_ (insert date served).

Hannon Smith

PRINT YOUR NAME

*H Smith*

SIGNATURE

04/11/2022

DATE

**CHRONOLOGICAL CASE REPORT**

Case No.: T22-0029

Case Name: Felix v. Sarabia

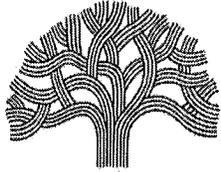
Property Address: 1455 46<sup>th</sup> Avenue, Downstairs, Oakland, CA 94601

Parties: Jacqueline Sarabia (Owner)  
Karla Felix (Tenant)

**OWNER APPEAL:**

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 2, 2022
Owner Response filed	-----
Remote Hearing Letters mailed	March 10, 2022
Administrative Decision mailed	April 8, 2022
Owner Appeal filed	April 21, 2022

T22.0029 MF/AS



CITY OF OAKLAND

**CITY OF OAKLAND  
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

For Rent Adjustment Program date stamp.

RECEIVED

FEB - 2 2022

RENT ADJUSTMENT PROGRAM  
OAKLAND

5/25

**TENANT PETITION**

**Please fill out this form as completely as you can.** Use this form to contest a rent increase, seek a rent decrease, and/or contest an owner exemption from the Rent Adjustment Program. Failure to provide the required information may result in your petition being rejected or delayed. See the last pages of this petition packet ("Important Information Regarding Filing Your Petition") or the RAP website for more information. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING.** To make an appointment email [RAP@oaklandca.gov](mailto:RAP@oaklandca.gov).

**Rental Unit Information**

1455 46th Avenue Downstairs Oakland, CA 94601  
Street Number Street Name Unit Number Zip Code

Move-in Date: 1/1/2018 Initial Rent at Move-In: \$ Around \$1,200-\$1,300 Current Rent: \$ \$1,200

Is your rent subsidized or controlled by a government agency (such as HUD or Section 8), other than Oakland Rent Adjustment Program? (See page 5 "Jurisdiction" for more information)  Yes  No  Not sure

Are you current on rent?  Yes (\*Note: You must be current on your rent or lawfully withholding rent in order to file a petition. Checking "No" without providing an adequate explanation may result in your petition being dismissed.)  No\*

If not current on rent, explain why: \_\_\_\_\_

When (if ever) did the property owner first provide you with the City form, NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM ("RAP Notice")?  I first received the RAP Notice on: \_\_\_\_\_  I was never provided with the RAP Notice  I do not remember if I ever received the RAP Notice

Case number(s) of any relevant prior Rent Adjustment case(s): \_\_\_\_\_

**Tenant Information** (List each tenant petitioner in unit. If you need more space, attach additional sheet.)

Karla Felix  
First Name Last Name  
Mailing Address (if different from above): \_\_\_\_\_  
Primary Telephone: (510) 355-2655 Other Telephone: \_\_\_\_\_ Email: erlindafelix02@gmail.com

\_\_\_\_\_  
First Name Last Name  
Mailing Address (if different from above): \_\_\_\_\_  
Primary Telephone: \_\_\_\_\_ Other Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

**Tenant Representative** (Check one):  No Representative  Attorney  Non-Attorney

\_\_\_\_\_  
First Name Last Name Firm/Organization (if any)  
Mailing Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Property Owner Information		
<i>Property Owner</i>		
<u>Jacqueline</u> First Name	<u>Sarabia</u> Last Name	
Company/LLC/LP (if applicable): _____		
Mailing Address: <u>1455 46th Avenue Upstairs, Oakland, CA 94601</u>		
Phone Number: _____ Email: _____		
<i>Property Manager (if applicable)</i>		
_____	_____	_____
First Name	Last Name	Name of Management Company
Mailing Address: _____		
Phone Number: _____ Email: _____		

## GROUNDS FOR PETITION

**Select the grounds for this petition from the list below. Check all that apply. You must check at least one box. To contest a rent increase, select item(s) from Category A. If you have experienced a decrease in housing services and/or have issues with the condition of your unit, or are being charged for utilities in violation of the law, select item(s) from Category B. For more information on each of the grounds, see Oakland Municipal Code (O.M.C.) Sections 8.22.070 and 8.22.090 (Rent Adjustment Ordinance) and the corresponding Regulations. A copy of the Ordinance and Regulations are available here: [www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance](http://www.oaklandca.gov/resources/read-the-oakland-rent-adjustment-program-ordinance).**

<b>A.</b>	<b>Unlawful Rent Increase(s)</b> <i>(Complete section A on page 3)</i>	<input checked="" type="checkbox"/> (A1) I received a rent increase above the allowable amount.
		<input checked="" type="checkbox"/> (A2) I received a rent increase that I believe is unlawful because I was not given proper notice, was not properly served, and/or was not provided with the required RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program").
		<input type="checkbox"/> (A3) I received a rent increase and do not believe I should be required to pay it because a government agency has cited my unit for serious health, safety, fire, or building code violations. <b>(You must attach a copy of the citation to your petition.)</b>
<b>B.</b>	<b>Decreased Housing Services</b> <i>(Complete section B on page 3)</i>	<input type="checkbox"/> (B1) The property owner is providing me with fewer housing services than I previously received and/or I am being charged for services originally paid for by the owner. <b>(Check this box for petitions based on bad conditions/failure to repair.)</b>
		<input type="checkbox"/> (B2) I am being unlawfully charged for utilities.
<b>C.</b>	<b>Other</b>	<input type="checkbox"/> (C1) My rent was not reduced after a prior rent increase period for capital improvements.
		<input type="checkbox"/> (C2) I wish to contest an exemption from the Rent Adjustment Ordinance because the exemption was based on fraud or mistake.
		<input type="checkbox"/> (C3) The initial rent amount when I first moved in was unlawful because the property owner was not permitted to set the initial rent without limitation. O.M.C. § 8.22.080 (C).

A.	<b>Unlawful Rent Increase(s)</b>				
<i>(Complete this section if any of the grounds for petition fall under category A, above)</i>					
<p><b>List all rent increases you wish to contest.</b> Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li>For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, <b>you must attach a copy of the citation</b> to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.</li> </ul>					
Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of Increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
8/14/21	9/5/21	\$ 1,100	\$ 1,200	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

B.	<b>Decreased Housing Services</b>				
<i>(Complete this section if any of the grounds for petition fall under category B, above)</i>					
<p><b>List all the conditions that you believe entitle you to a rent decrease.</b> If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.</p> <ul style="list-style-type: none"> <li><b>You are strongly encouraged to submit documentary evidence</b> (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.</li> <li><b>You may wish to have a City Inspector come inspect your unit</b> for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <a href="https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement">https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement</a>. <i>Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.</i></li> </ul>					
#	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

**TENANT VERIFICATION**

*(Required)*

*I/We declare under penalty of perjury pursuant to the laws of the State of California that everything I/we said in this Tenant Petition is true and that all of the documents attached to the Petition are true copies of the originals.*

*Karla Felix*

01/28/2022

Tenant 1 Signature

Date

Tenant 2 Signature

Date

**CONSENT TO ELECTRONIC SERVICE**

*(Highly Recommended)*

Check the box below if you agree to have RAP staff send you documents related to your case electronically. If you agree to electronic service, the RAP may send certain documents only electronically and not by first class mail.

**I/We consent to receiving notices and documents in this matter from the RAP electronically at the email address(es) provided in this response.**

**MEDIATION PROGRAM**

Mediation is an optional process offered by RAP to assist parties in settling the issues related to their Rent Adjustment case as an alternative to the formal hearing process. A trained third party will work with the parties prior to the hearing to see if a mutual agreement can be reached. If a settlement is reached, the parties will sign a binding agreement and there will not be a formal hearing. If no settlement is reached, the case will go to a formal hearing with a Rent Adjustment Hearing Officer, who will then issue a hearing decision.

Mediation will only be scheduled if both parties agree to mediate. Sign below if you agree to mediation in your case.

**I agree to have the case mediated by a Rent Adjustment Program staff mediator.**

Tenant Signature

Date

**INTERPRETATION SERVICES**

If English is not your primary language, you have the right to an interpreter in your primary language/dialect at the Rent Adjustment hearing and mediation session. You can request an interpreter by completing this section.

**I request an interpreter fluent in the following language at my Rent Adjustment proceeding:**

- Spanish (Español)
- Cantonese (廣東話)
- Mandarin (普通话)
- Other: \_\_\_\_\_

**-END OF PETITION-**

**Document Title:**

**Status:**

Closed

**Email Title:**

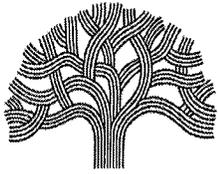
RAP Petición

**Package ID:**

684f1bc5-a9fb-4445-89e2-5ee32e733a93

ACTION	RECIPIENT	TIME	IP
Signed	Karla Raquel Felix (erlindafelix02@gmail.com)	2022-01-28 18:44:15 -0800	IP: 23.114.179.170
Viewed	Karla Raquel Felix (erlindafelix02@gmail.com)	2022-01-28 18:43:57 -0800	IP: 23.114.179.170

**000150**



CITY OF OAKLAND

**CITY OF OAKLAND  
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)

For Rent Adjustment Program date stamp.

## 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) Note: Email is not a form of allowable service on a party of a petition or response pursuant to the Ordinance.
- 3) Provide a completed copy of this PROOF OF SERVICE form to the person(s) being served together with the documents being served.
- 4) 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: 2 / 1 / 2022 I served a copy of (check all that apply):

- TENANT PETITION** plus 0 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: \_\_\_\_\_

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.
- 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	Jacqueline Sarabia
Address	1455 46th Avenue Upstairs
City, State, Zip	Oakland, CA 94601

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.

Gregory Ching

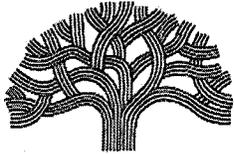
PRINTED NAME



SIGNATURE

February 1, 2022

DATE SIGNED



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

## NOTICE OF REMOTE SETTLEMENT CONFERENCE AND HEARING

File Name: Felix v. Sarabia  
Property Address: 1455 46th Avenue , Oakland, CA 94601  
Case Number: T22-0029

**Due to the continued Covid-19 pandemic in our City, and to protect the health and safety of the parties and City of Oakland employees, the Settlement Conference and Hearing will be held remotely, on Zoom, a free application for audio/video conferences.**

The Hearing Officer will conduct a Settlement Conference to attempt to resolve this matter unless the owner is seeking an exemption. If the Settlement Conference is not successful, the Hearing will begin immediately after the Settlement Conference. The Settlement Conference or Hearing (if there is no settlement conference) will begin on:

Date: May 25, 2022  
Time: 10:00 AM  
Place: REMOTELY via Zoom

**You will receive the Zoom invite prior to the hearing date. Please make sure the Analyst assigned to your case has your updated email address to assure timely communication as the Rent Adjustment Program Office remains closed and staff is working remotely. If you do not have an email address, please contact the Analyst by phone to discuss best ways to contact you.**

### **Submitting Evidence**

If you wish to submit other documents in addition to those submitted with the Petition or Response form, you may do so by emailing the documents to the assigned case Analyst and serving a copy of the documents on the other party. Documents must be received not less than seven (7) days prior to the scheduled Settlement Conference and Hearing date and must be submitted together with a proof of service indicating that the documents were served on the other party. There is a proof of service form on the RAP website that you can use for any documents you serve. See Blank Proof of Service Form. Documents submitted later (or without a proof of service) may be excluded from consideration.

We request that all documents you submit be numbered sequentially, but submissions of more than 15 pages must be numbered. Please black out all sensitive information, such as bank or credit card

**000153**

account numbers and Social Security numbers. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration. If you do not have access to email, the documents may be submitted to the case Analyst by mail.

**Request to Change Date**

A request for a change in the date or time of the Settlement Conference and Hearing (“continuance”) must be made on a form provided by the Rent Adjustment Program, which can be found at the Rent Adjustment Program website: Request for Continuance. A continuance will be granted only for good cause and the Hearing Officer will issue an Order granting or denying the continuance.

**Hearing Record**

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the hearing at their own expense. The Settlement Conference is not recorded. If a settlement is reached, the Hearing Officer will draft a Settlement Agreement to be signed by the parties.

**Representatives**

Any party to a Hearing may designate a representative in writing prior to the Settlement Conference or on the record at the Hearing.

**Interpreter**

The Hearing must be conducted in English. The Rent Adjustment Program will provide interpreters if it is requested on the petition or response forms or in writing in advance of the Hearing. Any party may also bring a person to the Hearing to interpret for them. The interpreter will be required to take an oath that they are fluent in both English and the relevant other language and they will fully interpret the proceeding to the best of their ability.

**Failure to Appear for Hearing**

If the petitioner fails to appear at the Hearing as scheduled, the Hearing Officer may either conduct the Hearing and render a decision without the petitioner’s participation or dismiss the petition. If the respondent fails to appear at the Hearing as scheduled, the Hearing Officer may either issue an administrative decision without a Hearing or conduct the Hearing and render a decision without the respondent’s participation.



CITY OF OAKLAND

Housing and Community Development Department  
Rent Adjustment Program  
250 Frank Ogawa Plaza, Suite 5313  
Oakland, CA 94612-2034

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

**March 10, 2022**

Owner

Jacqueline Sarabia  
1455 46th Avenue Upstairs  
Oakland, CA 94601

Tenant

Karla Felix  
1455 46th Avenue Downstairs  
Oakland, CA 94601

Dear Parties:

The Rent Adjustment Program has received a Petition filed by the **Petitioner** listed above. The Proof of Service attached to the Petition states that the Petition was served on the **Respondent(s)** listed above. If you are a Respondent, and you did not receive the Petition, please contact the analyst (listed below).

As instructed on the Petition, the Respondent(s) have 30 days from the date of service (if served personally) and 35 days (if served by mail) to file a Response to the Petition. To file a Response the Respondent(s) must serve a Response on the Petitioner and file the Response with a Proof of Service with the Rent Adjustment Program. The Tenant Response forms can be found at: <https://www.oaklandca.gov/services/respond-to-an-owner-petition-for-the-rent-adjustment-program> and the Property Owner response forms can be found at: <https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program> and contain additional filing instructions. If you do not file a timely Response, the Petition may be granted without a Hearing, or if a Hearing does occur, you may not be permitted to produce testimony or evidence.

**The case has been assigned Case No. T22-0029**

**000155**

**The case title is Felix v. Sarabia**

**The analyst assigned to your case is Ava Silveira, who can be contacted either by telephone at (510) 238-7093 or by email at asilveira@oaklandca.gov.**

Please note that you are required to serve a copy of any documents filed with the Rent Adjustment Program on the other party. You must file a Proof of Service with the Rent Adjustment Program together with the document(s) being filed indicating that the document(s) have been served. Property Owner Petitions that include more than 25 pages of attachments with the petition are exempt from this requirement, and the owner may choose to not serve all tenants with those attachments. If the Owner Petition indicates that additional documents exist that are not being served pursuant to this exception, a tenant may request a copy of the documents in their Tenant Response form or view the documents by scheduling a file review with RAP. If the Tenant Response form indicates that the tenant wishes to receive copies of all attachments, the owner must provide them within 10 days.

All documents filed by either party are available for review at the Rent Adjustment Program Office **by appointment only**. If you wish to review the case file, call (510) 238-3721 to schedule an appointment.

If you have questions or need additional information, please contact your assigned analyst.

Thank you.

Rent Adjustment Program

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**PROOF OF SERVICE**  
**Case Number T22-0029**

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

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

**Documents Included**

Notice of Remote Settlement Conference Hearing  
Notice to Parties  
Copy of Tenant Petition  
Landlord Response Form

**Owner**

Jacqueline Sarabia  
1455 46th Avenue Upstairs  
Oakland, CA 94601

**Tenant**

Karla Felix  
1455 46th Avenue Downstairs  
Oakland, CA 94601

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

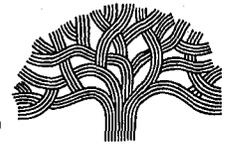
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 10, 2022** in Oakland, CA.

*Deborah Griffin*

\_\_\_\_\_  
Deborah Griffin

Oakland Rent Adjustment Program

**000157**



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

## **ADMINISTRATIVE DECISION**

**CASE NUMBER:** T22-0029, Felix v. Sarabia  
**PROPERTY ADDRESS:** 1455 46<sup>th</sup> Avenue, Downstairs, Oakland, CA  
**PARTIES:** Karla Felix, Tenant  
Jacqueline Sarabia, Owner

## **SUMMARY OF DECISION**

The tenant's petition is granted.

## **INTRODUCTION**

The tenant filed a petition on February 2, 2022, contesting a rent increase she received on August 14, 2021, effective September 5, 2021, from \$1,100 to \$1,200 per month on the following grounds: that the rent increase is above the allowable amount; and that the rent increase is unlawful because she was not given proper notice, was not properly served, and/or was not provided with the proper *RAP Notice* ("Notice to Tenants of the Residential Rent Adjustment Program").

The tenant provided a Proof of Service that Gregory Ching served the owner with a copy of the petition by placing it in the U.S. mail on February 1, 2022. On March 10, 2022, the Notice of Remote Settlement Conference and Hearing, Notice to Parties, Copy of Petition, and Landlord Response Form were mailed to Owner Jacqueline Sarabia. To date, no response has been received from the Owner.

## **Reason for Administrative Decision**

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

RAP Notices

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the *RAP Notice* at the start of a tenancy<sup>1</sup> and together with any notice of rent increase or change in any term of the tenancy.<sup>2</sup> An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after the tenant receives the required *RAP Notice*.<sup>3</sup>

Furthermore, the Ordinance requires that the *RAP Notice* provided at the inception of the tenancy be provided in three languages: English, Spanish and Chinese.<sup>4</sup> Thereafter, *RAP Notices* under the Ordinance and in conformity with California Civil Code Section 1632(b)(3), must be given to the tenant in the same language as the terms of the tenancy were negotiated.<sup>5</sup>

The tenant's petition states under penalty of perjury that she was never provided with the *RAP Notice* by the owner. The tenant's petition further states that she did not receive a copy of the *RAP Notice* with the notice of rent increase.

Therefore, the notice of rent increase is invalid because the owner has not complied with the *RAP Notice* requirements.

Local Emergency

Oakland City Council Ordinance 13589 C.M.S., adopted on March 27, 2020, states as follows at Section 4:

**Rent Increase Moratorium.**

For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency shall include the following statement in bold underlined 12-point font: "**During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3.5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510) 238-3721 for additional information and referrals.**"

The CPI Rent Adjustment at the time that the Rent Increase Moratorium was enacted was

<sup>1</sup> O.M.C. Section 8.22.060(A)

<sup>2</sup> O.M.C. Section 8.22.070(H)

<sup>3</sup> O.M.C. Section 8.22.060(C)

<sup>4</sup> O.M.C. Section 8.22.060(A)(2)

<sup>5</sup> Soriano et al. v. Western Management Property (Case No. T06-0154 et al.)

3.5%. The Moratorium clearly states that this CPI is in effect "until June 30, 2020." The CPI Rent Adjustment, as of July 1, 2021, is 1.9%.

The tenant states in her petition under penalty of perjury that her rent prior to the increase was \$1,100 per month. The petition states that the tenant's rent was increased to \$1,200 per month, effective September 5, 2021. This amounts to a 9.1% rent increase.

The Local Emergency remains in effect in the City of Oakland. Therefore, in seeking to increase the tenant's base rent in excess of 1.9%, the owner is in violation of the Rent Increase Moratorium. The rent increase notice is invalid on this basis as well.<sup>6</sup>

In addition, rent increase notices (when properly served with the *RAP Notice*) must be given at least 30 days prior to the rent increase taking effect, pursuant to California Civil Code Section 827, with an additional five (5) days for notices served by mail (versus in person) pursuant to California Code of Civil Procedure Section 1013. The rent increase notice that the tenant is challenging was served on August 14, 2021, only 22 days prior to the date it took effect on September 5, 2021.

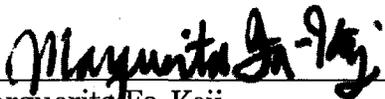
For all of the reasons stated above, the rent increase notice is invalid, and the tenant's petition is granted.

### **ORDER**

1. The tenant's petition is granted.
2. The Remote Settlement Conference and Hearing, scheduled for May 25, 2022, is canceled.

**Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within twenty (20) days after service of 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: April 6, 2022

  
\_\_\_\_\_  
Marguerita Fa-Kaji  
Hearing Officer  
Rent Adjustment Program

<sup>6</sup> Because the tenant did not submit an actual copy of the rent increase notice with her petition, it cannot be determined whether or not the owner included the required statement in bold underlined 12-point font. This determination is unnecessary, however, due to the other grounds upon which the rent increase notice is invalid.

**PROOF OF SERVICE**

**Case Number: T22-0029**

**Case Name: Felix v. Sarabia**

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, Oakland, California, addressed to:**

**Documents Included**

Administration Decision

**Owner**

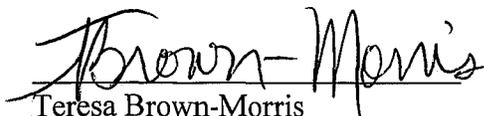
Jacqueline Sarabia  
1455 46th Avenue Upstairs  
Oakland, CA 94601

**Tenant**

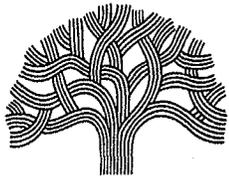
Karla Felix  
1455 46th Avenue Downstairs  
Oakland, CA 94601

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **April 08, 2022** in Oakland, California.

  
Teresa Brown-Morris  
Oakland Rent Adjustment Program

**000161**



CITY OF OAKLAND

**CITY OF OAKLAND  
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)

For Rent Adjustment Program date stamp.

**RECEIVED**

**APR 21 2022**

RENT ADJUSTMENT PROGRAM  
**OAKLAND**

## APPEAL

<b>Appellant's Name</b> Jacqueline Sarabia		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
<b>Property Address (Include Unit Number)</b> 1455 46th ave upstairs Oakland CA			
<b>Appellant's Mailing Address (For receipt of notices)</b> 1455 46th ave upstairs Oakland CA 94601		<b>Case Number</b> T22-0029	<b>Date of Decision appealed</b>
<b>Name of Representative (if any)</b>		<b>Representative's Mailing Address (For notices)</b>	

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

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

2) Appealing the decision for one of the grounds below (required):

- a)  The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, or prior decisions of the Board. *(In your explanation, you must identify the Ordinance section, Regulation or prior Board decision(s) and describe how the description is inconsistent.)*
- b)  The decision is inconsistent with decisions issued by other Hearing Officers. *(In your explanation, you must identify the prior inconsistent decision and explain how the decision is inconsistent.)*
- c)  The decision raises a new policy issue that has not been decided by the Board. *(In your explanation, you must provide a detailed statement of the issue and why the issue should be decided in your favor.)*
- d)  The decision violates federal, state, or local law. *(In your explanation, you must provide a detailed statement as to what law is violated.)*
- e)  The decision is not supported by substantial evidence. *(In your explanation, you must explain why the decision is not supported by substantial evidence found in the case record.)*

**000162**

- 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 the Owner's 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.)

Supporting documents (in addition to this form) must not exceed 25 pages, and must be received by the Rent Adjustment Program, along with a proof of service on the opposing party, within 15 days of the filing of this document. Only the first 25 pages of submissions from each party will be considered by the Board, subject to Regulations 8.22.010(A)(4). Please number attached pages consecutively. Number of pages attached: \_\_\_\_\_.

• You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on 4-20, 2022, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<b>Name</b>	Jacqueline Sarabia
<b>Address</b>	1455 46th ave upstairs
<b>City, State Zip</b>	Oakland CA 94601
<b>Name</b>	
<b>Address</b>	
<b>City, State Zip</b>	

Jacqueline Sarabia	4-20-2022
--------------------	-----------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

To whom it may concern:

The decisions are not supported by evidence because I have rent receipts that the tenant (Karla Felix) pays \$1,300 a month (1,200 for rent and 100.00 for utilities), I also have receipts that she used to pay \$1,500 a month, she lowered the rent without given any letter or notice of explaining why and this was before the pandemic, I can show proofs of all receipts from 2018 to present and state what she used to pay. I have a contract with you, and it states that she pays 1,300 a month for rent and utilities.

Jacqueline Sarabia

4/20/2022 *Jacqueline Sarabia*

000164



**MEMORANDUM**

**Date:** June 2, 2022  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Summary in T21-0128, Smith v. Chan  
**Appeal Hearing Date:** June 9, 2022

---

**Property Address:** 505 34th Street, Oakland, CA  
**Appellant/Tenant:** Hannon Smith  
**Respondent/Owner:** Wayne Chan (Owner)  
Henry Low (Property Manager)

**BACKGROUND**

On July 15, 2021, tenant Hannon Smith filed a petition with the Rent Adjustment Program alleging various decreased housing services. The tenant petition indicated that the subject property is a “House,” with only one unit on the property.

The owner filed a response to the petition on August 11, 2021, alleging that the unit was exempt from the Rent Adjustment Ordinance as a single family home pursuant to Costa-Hawkins. The owner also provided substantive responses to each of the tenant’s claims of decreased housing services.

**RULING ON THE CASE**

A hearing on the tenant’s petition took place on February 1, 2022. On March 24, 2022, the Hearing Officer issued a Hearing Decision, denying the tenant’s petition. The hearing officer found that the subject property is exempt from the Rent Adjustment Program as a single-family residence. Since the property was found to be exempt, the substantive claims of decreased housing services were not addressed.

The Hearing Officer found that, according to the tenant's testimony, the property is a two-story house, with two bedrooms downstairs and one larger bedroom upstairs. Tenant Smith initially moved into the property in 2014 as a subtenant of Chiara Sbolci, and lived in one of the rooms downstairs. Sbolci moved out in 2016. After Sbolci moved out, the owner executed a new lease with Christina Svenson, who is Smith's partner.<sup>1</sup>

The Hearing Officer found that since the lease is for the entire house, the owner is not renting the house out as a multi-unit dwelling, even though rooms are rented to subtenants. The Hearing Officer also noted that a prior Hearing Decision from 2015<sup>2</sup> held that the subject property was exempt from the Rent Adjustment Program as a single-family residence. The Hearing Officer also noted that none of the exceptions to Costa-Hawkins applied. Therefore, the tenant's petition was denied since, as a single-family residence, the Rent Adjustment Program lacked jurisdiction to adjudicate the tenant's claims.

### **GROUND FOR APPEAL**

On April 11, 2022, the tenant filed an appeal of the Hearing Decision. The appeal alleges that the decision is not supported by substantial evidence, and the tenant was not given a sufficient opportunity to present their claims.

### **ISSUES**

1. Is the Hearing Officer's finding that the property is exempt as a single-family residence under Costa-Hawkins supported by substantial evidence?
2. Was the tenant denied a sufficient opportunity to present their claims?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **I. EXEMPTION FROM RENT ADJUSTMENT PROGRAM**

Dwelling units that are covered under the Costa-Hawkins Rental Housing Act (Cal. Civil Code 1954.52) are exempt from the Rent Adjustment Ordinance. O.M.C. 8.22.030(A)(7). Costa-Hawkins exempts units that are "alienable separate from the title to any other dwelling unit." Cal. Civil Code

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<sup>1</sup> The Hearing Decision states that both Smith and Smith's partner (Christina Svenson) signed a lease with the owner in 2016. However, Svenson is the only tenant listed on the lease; Smith is not named. According to Smith's testimony at the hearing, Svenson is the "master tenant" and Smith is a subtenant. Smith's father is listed as a guarantor ("co-signer") of the lease but does not reside at the property.

<sup>2</sup> T15-0689, *Sbolci v. Low*.

1954.52(a)(3)(A).<sup>3</sup> This includes condominiums and single-family residences, so long as the single-family residence does not contain more than one rental unit. For example, a single-family home that is rented in its entirety would be exempt from the Rent Adjustment Ordinance pursuant to Costa-Hawkins, even if the leaseholder/“master tenant” rents out separate bedrooms to subtenants. On the other hand, a single-family home that contains more than one rental unit—such as an in-law or other separate dwelling (garage, basement, etc.) that is rented out separately, or where an owner separately leases out different rooms in the home—would not qualify for exemption.

The owner has the burden of proof to establish a claim of exemption. The Rent Adjustment Program does not have jurisdiction to adjudicate tenant petitions involving units that are not covered under the Rent Adjustment Ordinance.

Exceptions to the application of Costa-Hawkins exist where:

- The current tenancy began before January 1, 1996;
- The tenancy that was in effect after January of 1996 was terminated after a notice of a change in terms of the tenancy or after an eviction; or
- A dwelling or unit contains serious health, safety, fire, or building code violations for which the owner was cited, and which remained unabated for six months or longer prior to the start of the current tenancy.

Cal. Civil Code 1954.51 defines “residential real property” for purposes of the Costa-Hawkins exemption to include “any dwelling or unit that is intended for human habitation.”

## **II. SUBSTANTIAL EVIDENCE**

The standard on review is whether there was substantial evidence that reasonably supported the Hearing Officer’s decision. Generally, “substantial evidence” means there is enough relevant information and reasonable inferences from the information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached.

An owner claiming an exemption from the Rent Adjustment Ordinance bears the burden of providing and producing evidence to establish the exemption. O.M.C.

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<sup>3</sup> Cal. Civil Code 1954.52(a): “Notwithstanding any other provision of law, an owner of residential real property may establish the initial and all subsequent rental rates for a dwelling or a unit about which any of the following is true:

...  
(3)(A) It is alienable separate from the title to any other dwelling unit...”

8.22.030(B)(1)(b). A tenant claiming decreased housing services bears the burden of establishing the decrease in services.



**MEMORANDUM**

**Date:** June 2, 2022  
**To:** Members of the Housing, Rent Residential & Relocation Board (HRRRB)  
**From:** Braz Shabrell, Deputy City Attorney  
**Re:** Appeal Summary in T22-0029, Felix v. Sarabia  
**Appeal Hearing Date:** June 9, 2022

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Property Address: 1455 46<sup>th</sup> Avenue, Oakland, CA  
Appellant/Owner: Jacqueline Sarabia  
Respondent/Tenant: Karla Felix

**BACKGROUND**

On February 2, 2022, tenant Karla Felix filed a petition with the Rent Adjustment Program contesting a rent increase from \$1,100 to \$1,200. The tenant received the rent increase notice on August 14, 2021. The rent was noticed to increase as of September 5, 2021. In the petition, the tenant alleged that the rent increase was above the allowable amount, and that notice was improper. The tenant indicated in the petition that the tenant had never been provided with the required RAP Notice.

The tenant submitted a Proof of Service stating that the owner had been served with a copy of the petition via mail on February 1, 2022. On March 10, 2022, the Rent Adjustment Program served the owner with a Notice of Remote Settlement Conference and Hearing, a notice to parties, a copy of the petition, and a blank owner response form. A hearing on the petition was scheduled for May 25, 2022. The owner did not file a response to the petition.

**RULING ON THE CASE**

On April 6, 2022, the Hearing Officer issued an Administrative Decision, prior to the scheduled hearing, granting the tenant's petition. Since the owner did not file a response to the petition, the facts alleged in the tenant's petition were uncontested. The

Administrative Decision held that the contested rent increase was invalid on several grounds, including that the tenant never received the required RAP Notice, and an increase from \$1,100 to \$1,200 was an increase of 9.1%, which was above the allowable CPI at the time. Since Oakland's Rent Increase Moratorium limits rent increases above the CPI, the increase was invalid. The increase was also invalid because rent increase notices must be provided at least 30 days before the effective date of the proposed increase, and notice in this case only provided 22 days.

The petition was granted and the scheduled hearing date was canceled.

### **GROUND FOR APPEAL**

On April 21, 2022, the owner filed an appeal of the Administrative Decision, alleging that the decision is not supported by substantial evidence. In the appeal, the owner alleges that the tenant pays \$1,300 a month (\$1,200 for rent and \$100 for utilities), and the owner has receipts and a contract documenting this amount. The owner also alleges that the tenant previously paid \$1,500 a month, and the tenant stopped paying this amount without explanation.

### **ISSUES**

1. Is the Administrative Decision granting the tenant's petition supported by substantial evidence?
2. Has the owner established good cause for the owner's failure to file a response?

### **APPLICABLE LAW AND PAST BOARD DECISIONS**

#### **I. PROCEDURE**

##### **A. Owner Response**

An owner must file a response to a tenant's petition within thirty (30) days of the service of the tenant petition. O.M.C. 8.22.090(B)(2). Failure to file a response limits the owner's ability to participate in the hearing. Several RAP cases have held that failure to timely file a response, absent good cause, precludes a party from introducing evidence and limits the party to cross-examination.

##### **B. Administrative Decisions**

A Hearing Officer may issue a decision without a hearing when the petition and response forms raise no genuine dispute as to any material fact, and the petition may be decided as a matter of law. O.M.C. 8.22.110(F)(1)(e). An owner's failure to file a response to a tenant petition may result in an Administrative Decision, e.g., when a tenant certifies under penalty of perjury that no RAP Notice was provided in a petition contesting a rent increase. See, e.g., T03-0376, *Toscano v. Busk*; T01-0099, *Hill v. Brown*; T00-0313, *Burrell v. Lane*.

## **II. RENT INCREASE NOTICE REQUIREMENTS**

An owner is required to provide tenants with a RAP Notice ("Notice to Tenants of the Residential Rent Adjustment Program") at the commencement of the tenancy and together with any rent increase notice or notice of change in terms of tenancy. O.M.C. 8.22.050. Failure to provide the required RAP Notice with a rent increase renders the rent increase invalid. O.M.C. 8.22.070(H)(5). Where a RAP Notice has never been served on a tenant, the tenant may file a petition contesting any and all rent increases at any time (i.e., the petition filing deadlines provided by O.M.C. 8.22.090(A)(2) do not apply). O.M.C.(A)(2)(b).

Additionally, a rent increase is not permitted unless the notice meets the requirements of California Civil Code Section 827. O.M.C. 8.22.070(H)(5). Among other things, Civil Code 827 requires a minimum notice of 30 days prior to most rent increases.