

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
PANEL SPECIAL MEETING
April 20, 2023
7:00 P.M.
CITY HALL, CITY COUNCIL CHAMBERS
ONE FRANK H. OGAWA PLAZA
OAKLAND, CA 94612**

AGENDA

PUBLIC PARTICIPATION

The public may observe 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

• When: Apr 20, 2023 07:00 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD PANEL MEETING- April 20, 2023

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81713922191>

Or One tap mobile :

US: +16699009128,,81713922191# or +16694449171,,81713922191#

Or Telephone:

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

US: +1 669 900 9128 or +1 669 444 9171 or +1 253 215 8782 or +1 346 248 7799 or +1 719 359 4580 or +1 253 205 0468 or +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or +1 360 209 5623 or +1 386 347 5053 or +1 507 473 4847 or +1 564 217 2000 or +1 646 558 8656 or +1 646 931 3860 or +1 689 278 1000

Webinar ID: 817 1392 2191

International numbers available: <https://us02web.zoom.us/j/81713922191>

The Zoom link is to view/listen to the meeting only, not for participation.

PARTICIPATION/COMMENT:

There is one way to submit public comments:

• To participate/comment during the meeting, you must attend in-person. Comments on all agenda items will be taken during public comment at the beginning of the meeting. Comments for items not on the agenda will be taken during open forum towards the end of the meeting.

If you have any questions, please email hearingsunit@oaklandca.gov.

HOUSING, RESIDENTIAL RENT AND RELOCATION PANEL 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. APPEALS*
 - a. L22-0050, Lu v. Tenants (pp. 3-81)
 - b. T19-0272 & T19-0325, Jeffers v. BD Opportunity 1 LP (pp. 82-262)
 - c. T19-0184, Beard v. Meridian Management Group (pp. 263-372)
5. OPEN FORUM
6. ADJOURNMENT

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

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

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

Si desea solicitar adaptaciones relacionadas con discapacidades, o para pedir un intérprete de en Español, Cantones, Mandarín o de lenguaje de señas (ASL) por favor envíe un correo electrónico a RAP@oaklandca.gov o llame al (510) 238-3721 o 711 por lo menos cinco días hábiles antes de la reunión.

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

CHRONOLOGICAL CASE REPORT

Case No.: L22-0050

Case Name: Lu v. Tenants

Property Address: 532 25th Street, Units 1-5, Oakland, CA 94612

Parties: Judy Lu (Owner)
Jason Harris (Owner Representative)
Kibret Fisseha (Tenant)
Lydia Brawner (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Property Owner Petition filed	August 10, 2022
Notice of Incomplete Owner Petition mailed	November 10, 2022
Owner Documents Submitted	December 14, 2022
Notice of Documentation in Excess of 25 Pages mailed	December 22, 2022
Order of Dismissal mailed	January 17, 2023
Amended Order of Dismissal mailed	January 19, 2023
Owner Appeal filed	February 10, 2023

000003

GENERAL FILING REQUIREMENTS

To file a petition, the property owner must be current on the following requirements and submit supporting documentation of compliance. Owner petitions that are submitted without proof of compliance with the below requirements will be considered incomplete.

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 type="checkbox"/> Service of the required City form entitled "NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM" ("RAP Notice") on all tenants	<p>Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the tenant(s) subject to this petition or check the appropriate box below".</p> <p><input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____.</p> <p><input checked="" type="checkbox"/> I have never provided a RAP Notice.</p> <p><input type="checkbox"/> I do not know if a RAP Notice was ever provided.</p> <p><i>*If petition applies to multiple tenants, please provide this information on a separate sheet for each tenant.</i></p>

GROUNDS FOR PETITION

Select the grounds for this petition from the list below. Check all that apply. See column on the right for filing requirements and documentation to be submitted together with the petition. Petitions that lack adequate supporting documentation may be dismissed without a hearing. For a full description of each justification, see Appendix A of the Rent Adjustment Program Regulations at: <https://cao-94612.s3.amazonaws.com/documents/oak062857.pdf>.

Grounds	Description	Requirements
<input checked="" type="checkbox"/> Capital Improvements	Allows pass-through to tenant(s) of a portion of costs spent on qualifying capital improvements. Improvements must primarily benefit the tenant(s), and do not include repairs made as a result of deferred maintenance or serious code violations. Pass-through costs are limited to 70% of actual costs (plus interest), divided equally among all affected units, and amortized over a defined period of time based on the expected useful life of the improvement (see amortization schedule found in Appendix A of the Regulations).	<ul style="list-style-type: none"> ✓ Improvements meet the description of capital improvements set forth in Appendix A of the Regulations. ✓ Improvements completed and paid for within 24 months prior to petition filing date. ✓ Complete Worksheet A on page 4 of this petition. ✓ Attach documentation demonstrating the specific work done, date(s) of completion, full costs and proof of payment (such as invoices, receipts, estimates, cancelled checks, etc.), copies of any permits (indicating date(s) issued and finalized), and evidence of any reimbursement (such as insurance or subsidies). Documentation should be organized by type of improvement. Work limited to specific unit(s) should be distinguished from building-wide improvements.
<input type="checkbox"/> Uninsured Repair Costs	Allows pass-through of costs for work done to secure compliance with state or local law as to repair damage resulting from fire, earthquake, or other casualty or natural disaster, to the extent not reimbursed by insurance proceeds. Calculated and applied like capital improvements.	<ul style="list-style-type: none"> ✓ Repairs completed and paid for within 24 months prior to petition. ✓ Insurance proceeds insufficient to cover full amount of required repair costs. ✓ Complete Worksheet A on page 4 of this petition. ✓ Attach documentation required for petitions based on capital improvements (see above), plus evidence of all insurance claims, estimates, and proceeds.

<input type="checkbox"/> Increased Housing Service Costs	<p><i>Allows a rent increase above the CPI where there has been an increase in the total of net operating costs related to the use or occupancy of the property. Calculated by comparing 2 most recent years of all net costs, averaged monthly and divided by the number of units and average gross monthly income. Replaces CPI increase for current year; applies to all units.</i></p>	<ul style="list-style-type: none"> ✓ Complete Worksheet B on page 5 of this petition. ✓ Attach documentation of ALL income and expenses* related to the subject property for the two most recent consecutive years (including all information requested by Worksheet B). Documentation of all expenses is required, not solely for expenses that have increased. Documentation should be organized by category and year. *Note: Expenses do not include mortgage payments or property taxes.
<input checked="" type="checkbox"/> Fair Return	<p><i>Allows a rent increase where owner is being denied a fair return on investment in the property, as measured by the net operating income (NOI). Cannot be combined with any other grounds for increase. Replaces CPI increase for all years; applies to all units.</i></p>	<ul style="list-style-type: none"> ✓ Complete Worksheet C on page 6 of this petition. ✓ Attach organized documentation of gross income (including total of gross rents lawfully collectable from property at 100% occupancy, plus any other consideration received or receivable) and gross costs* (e.g., property taxes, housing service costs, and amortized cost of capital improvements) for the subject property for the current and base year (2014). If information about 2014 is not available the Hearing Officer may authorize use of a different year if good cause is shown. *Note: Costs do not include mortgage expenses.
<input checked="" type="checkbox"/> Banking	<p><i>Refers to deferred allowable annual rent increases. Annual CPI increases that were not fully applied may be carried over ("banked") for up to 10 years. Increases based solely on banking do not require prior approval, but such increases may be sought in conjunction with petitions based on other grounds/justifications.</i></p>	<ul style="list-style-type: none"> ✓ Increase would not exceed 3x the current CPI or the amount permitted by Oakland law (whichever is lower), or constitute an overall increase of >30% over the past 5 years. ✓ Complete Worksheet D on page 7 of this petition. ✓ Attach documentation of tenant's rental history, including proof of current rent amount and all other information requested by Worksheet D.
<input type="checkbox"/> Additional Occupant(s)	<p><i>Allows a rent increase in an amount up to 5% for additional occupants above the base occupancy level. Does not apply to certain additional occupants who are covered family members, legal guardians, and/or caretakers/attendants of existing tenants/occupants. See O.M.C. § 8.22.020 for more details.</i></p>	<ul style="list-style-type: none"> ✓ Total number of occupants has increased above the base occupancy level as defined by O.M.C. § 8.22.020. ✓ Additional occupant(s) not exempted from increase due to relationship with existing tenant/occupant. ✓ Attach documentation demonstrating base occupancy level and the addition of non-exempt occupant(s).
<input type="checkbox"/> Tenant Not Residing in Unit as Principal Residence	<p><i>If the original occupant or occupants who took possession of the dwelling or unit pursuant to the rental agreement with the owner no longer permanently reside there, an owner may increase the rent to the prevailing market rate to a lawful sublessee or assignee who did not reside at the dwelling or unit prior to January 1, 1996. See Civil Code § 1954.53(d)(2) and the implementing regulations of the Rent Adjustment Ordinance, Appendix A, Section 10.7.</i></p>	<ul style="list-style-type: none"> ✓ Attach evidence showing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed.

**WORKSHEET A:
CAPITAL IMPROVEMENTS AND UNINSURED REPAIR COSTS**

Owners who file petitions based on Capital Improvements or Uninsured Repair Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Attach separate sheets if needed.

Total number of residential units in building*: 5
**Including any vacant and owner/manager-occupied units*

For mixed-use buildings, provide: Residential sq. ft: _____
 Other use sq. ft: _____
 % residential use: _____

BUILDING-WIDE CAPITAL IMPROVEMENTS

CATEGORY OF IMPROVEMENT	Date permit obtained or work began	Date completed	Date paid for	Full costs
Electrical panel and wiring	1/20/2021	2/10/2021	2/16/2021	\$11,740
SUBTOTAL:				11,740

UNIT-SPECIFIC CAPITAL IMPROVEMENTS

CATEGORY OF IMPROVEMENT	Unit #	Date permit obtained or work began	Date completed	Date paid for	Full costs
SUBTOTAL:					

**WORKSHEET B:
INCREASED HOUSING SERVICE COSTS**

Owners who submit petitions based on Increased Housing Service Costs must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises.

	YEAR 1 (two years ago) From: <u>07/01/2020</u> to <u>06/30/2021</u> (mm/dd/yy) (mm/dd/yy)	YEAR 2 (last year) From: <u>07/01/2021</u> to <u>06/30/2022</u> (mm/dd/yy) (mm/dd/yy)
INCOME		
Rents	\$ 57,361.77	\$ 71,953.26
Parking	\$	\$
Laundry Income	\$ 41.95	\$ 157.07
Other: <u>Move-out charges</u>	\$ 2,731.05	\$ 1264.64
Total:	\$ 60,134.77	\$ 71,162.47
EXPENSES		
Garbage	\$ 3,687.6	\$ 3,456.25
Water/Sewer	\$ 2,022.62	\$ 2,139.94
Electricity/Gas	\$ 1,190.21	\$ 1,305.40
Insurance	\$ 2,512	\$ 2,264.75
Repairs and Maintenance	\$ 2,819.98	\$ 2,807
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Furnishings	\$	\$
Business License	\$	
Management Expenses	\$ 6,240.57	\$ 6,245
Other: <u>Turnover + admin cost</u>	\$ 5,649.13	\$ 2,993.91
Other: <u>Landscaping</u>	\$ 0	\$ 2,173
Other: _____	\$	\$
Total:	\$ 24,122.11	\$ 23,385.25

**WORKSHEET C:
FAIR RETURN**

Owners who submit petitions based on Fair Return must complete the chart below, in addition to attaching all required supporting documentation. Petitions that do not include organized documentation and detailed calculations clearly demonstrating the claimed justification will be considered incomplete and may be dismissed without a hearing. Calculations should be based on the entire subject premises. Note that the first column (base year) should be completed based on the year 2014.

	BASE YEAR (2014) From: <u>07/01/2018</u> to <u>06/30/2019</u> (mm/dd/yy) (mm/dd/yy)	LAST YEAR From: _____ to _____ (mm/dd/yy) (mm/dd/yy)
INCOME property was purchased in Feb. 2018		
Rents	\$ 79,809.38	\$ 71,953.26
Parking	\$	\$
Laundry	\$ 52.73	\$ 157.07
Other: <u>Move-out charge</u>	\$ 757.59	\$ 1264.64
Imputed rent if any unit owner/manager-occupied	\$	\$
Imputed rent if any unit not rented to capacity	\$	\$
Total:	\$ 80619.70	\$ 73374.97
EXPENSES		
Electricity/Gas	\$ 1036.24	\$ 1305.40
Garbage	\$ 3392.40	\$ 3456.25
Water/Sewer	\$ 2376.58	\$ 2139.94
Insurance	\$ 3200	\$ 2264.75
Maintenance/Repairs	\$ 2364.24	\$ 2807
Pest Control	\$	\$
Laundry Expenses	\$	\$
Parking	\$	\$
Elevator Service	\$	\$
Security	\$	\$
Property Taxes	\$ 9553.36	\$ 18924.32
Business License	\$	\$
Management Expenses	\$ 5174.51	\$ 6245
Furnishings	\$	\$
Capital Improvements (Amortized cost)	\$ 0	\$ 821.80 based on worksheet A
Other: _____	\$	\$
Other: _____	\$	\$
Total:	\$ 27097.33	\$ 37964.46

**WORKSHEET D:
BANKING**

Petitions based on Banking must include the below information. List each tenant for whom you are seeking an increase. Attach all documents which support the dates and amounts shown in the chart. "Current Pass-Through Amount" refers to any capital improvement pass-through currently being paid by the tenant.

TENANT NAME	UNIT #	MOVE-IN DATE (mm/dd/yy)	RENT AT MOVE-IN	RENT 11 YEARS AGO (if tenant has lived in unit > 11 years)	CURRENT RENT	CURRENT PASS-THROUGH AMOUNT (if any)
KETRET FISSEHA	4	02/01/2013	\$856.21		\$934.62	
LYDIA BRAUNER	3	01/01/2013	\$856.21		\$884.37	

TENANT INFORMATION

(Required for all petitions)

List each tenant and the requested information for each unit affected by this petition. Attach additional copies of this sheet if necessary. Under "Type of Increase Sought," specify the ground(s) on which the rent increase is sought (e.g., capital improvements, banking, etc.).

TENANT NAME	ADDRESS (include unit #)	EMAIL ADDRESS	PHONE NUMBER	CURRENT RENT	TYPE OF INCREASE(S) SOUGHT
LYDIA BRAUNER	532 25TH ST. APT 3 OAKLAND, CA 94612	LYDIA.BRAUNER@GMAIL.COM	415.909.4259	\$844.37	CAPITAL IMPROVEMENT BANKING + FAIR RETURN
KIBRET FISSEHA	532 25TH ST. APT 4 OAKLAND, CA 94612	KIBRET@GMAIL.COM	562.507.5015	\$934.62	CAPITAL IMPROVEMENT BANKING + FAIR RETURN

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 Property Owner Petition is true and that all of the documents attached to the Petition are true copies of the originals.

[Signature]
Property Owner's Signature

7/5/2022
Date

Property Owner's Signature

Date

DOCUMENTATION IN EXCESS OF 25 PAGES

- The documentation submitted in support of the Property Owner Petition exceeds 25 pages and the owner is opting, as allowed by O.M.C. § 8.22.090 (B)(1)(f), to not serve the attachments on the affected tenant(s) unless requested. The owner understands and agrees that tenant(s) may request paper copies of all documents in the Tenant Response, and the owner must provide tenant(s) with the attachments within 10 days of any such request. The documents will also be available for review at the Rent Adjustment Program.

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.

Property Owner's Signature

Date

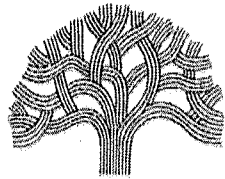
INTERPRETATION SERVICES

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-



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 PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

**Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing 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: 07 / 14 / 2022 I served a copy of (check all that apply):

PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE plus 20 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)

NOTICE TO TENANTS OF PROPERTY OWNER 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	<u>KIBRET FESSEHA</u>
Address	<u>532 25TH STREET APT 4</u>
City, State, Zip	<u>OAKLAND, CA 94612</u>

Name	LYDIA BRAUNER
Address	532 25TH STREET APT 3
City, State, Zip	OAKLAND, CA 94612

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	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

JASON HARRIS

PRINTED NAME

Jason Harris

SIGNATURE

7/12/2022

DATE SIGNED



CA Electrical Group 24/7

780 Montague Expy Ste 203
San Jose, CA 95131
+1 6692600712
Info@caelectricalgroup.com

Invoice

BILL TO
Donald
532 25th Street, Oakland, CA, USA

INVOICE 11154
DATE 01/17/2021
TERMS 0 days
DUE DATE 01/17/2021

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
electrical work (deleted)	Troubleshooting of kitchen outlets with low voltage.	1	245.00	245.00

We appreciate your business and look forward to helping you again soon.

PAYMENT 245.00
BALANCE DUE **\$0.00**
PAID



CA Electrical Group 247

780 Montague Expy Ste 203
 San Jose, CA 95131
 +1 6692600712
 info@caelectricalgroup.com

Invoice

BILL TO
 Donald
 532 25th Street, Oakland, CA, USA

INVOICE 5544
 DATE 12/30/2020
 TERMS Due on receipt
 DUE DATE 01/01/2021

JOB ADDRESS
 532 25th Street, Oakland, CA, U

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Sub panel installation (deleted)	Supply and install new electrical panel Supply and install new electrical connectors for all new panel connections. Supply and install new neutral and grounding bars Supply and install new electrical breakers for all electrical dedicated lines.	6	1,520.00	9,120.00
Inspection fee (deleted)	All panels are not grounded. About 7-8 breakers are broken. 2 panels are not waterproof. All panels are FPE brand this panels are not up to code and get get on fire.	1	0.00	0.00
Grounding system installation up to code (deleted)	provide grounding system for the electrical system -Supply and install 2 grounding rods 10ft underground, 6 feet distance provide grounding system for all gas ,hot and cold water pipes in the house. provide grounding system for low voltage system	1	2,375.00	2,375.00
electrical work (deleted)	The Job is completed,we Installed: 6 new electrical panels all new electrical connectors and circuits breakers. Fully grounding system. Everything tested and working.	1	0.00	0.00

We appreciate your business and look forward to helping you again soon.

PAYMENT 11,495.00
 BALANCE DUE **\$0.00**
PAID

Fiscal Year Beginning July 1, 2021 and Ending June 30, 2022

**ALAMEDA COUNTY
SECURED PROPERTY TAX STATEMENT**

Henry C. Levy, Treasurer and Tax Collector
21 Oak Street, Room 131
Oakland, California 94612

Parcel Number	Tracer Number	Tax-Rate Area	Special Handling
8-676-7	02080800	17-001	

Location of Property
12 25TH ST, OAKLAND
Assessed to on January 1, 2021

ASSESSEE NAME AND ADDRESS ARE NOT AVAILABLE ONLINE
PER CA GOV CODE §6254.21

Description	Phone	Amount
MOSQ MSR K 1982	800-273-5167	8.74
CSA PARAMEDIC	925-867-3400	177.80
VEC CNTRL MSR A 84	800-273-5167	36.00
CITY EMERG MEDICAL	510-238-2942	81.24
CITY PARAMEDIC SRV	510-238-2942	64.70
CSA LEAD ABATEMENT	510-567-8280	50.00
OUSD 2008MEASURE G	510-879-8884	195.00
PERALTA 2018MEAS E	800-792-8021	48.00
* OUSD 2014MEASURE N	510-879-8884	120.00
* OUSD 2016MEASURE G1	510-879-8884	120.00
VIOLENCE PREV TAX	510-238-2942	405.64
CITY LIBRARY SRV-D	510-238-2942	286.74
* 2020 OAK MEASURE Q	510-238-2942	524.24
SFBRA MEASURE AA	888-508-8157	12.00
FLOOD BENEFIT 12	510-670-5212	24.00
HAZ WASTE PROGRAM	800-273-5167	33.20
VECTOR CNTRL ASMT	800-273-5167	8.12
MOSQUITO ASMT 2008	800-273-5167	4.00
EBRPD CFD NO A/C-3	888-512-0316	41.40
AC TRANSIT MEAS VV	800-273-5167	96.00
CITY LIBRARY SERV	510-238-2942	391.10
EBMUD WETWEATHER	866-403-2683	120.34
* Possible Sr Exemption - Call Agency		
Additional Total from Reverse Side		295.86

Total Fixed Charges and/or Special Assessments 3,124.12

Tax Computation Worksheet			
Description	Full Valuation	x Tax Rate	= Tax Amount
LAND IMPROVEMENTS	315,351		
FIXTURES	833,052		
TOTAL REAL PROPERTY	1,148,403		
PERSONAL PROPERTY			
GROSS ASSESSMENT & TAX	1,148,403	1.3741 %	15,780.20
HOMEOWNERS EXEMPTION			
OTHER EXEMPTION			
TOTAL AD VALOREM TAX	1,148,403	1.3741 %	15,780.20

Ad Valorem Tax plus Special Assessments 10,524.32

First Installment	Second Installment	Total Amount Due
PAID \$ 9,462.16	PAID \$ 9,462.16	\$ 18,924.32

Tax-Rate Breakdown		
Taxing Agency	Tax Rate	Ad Valorem Tax
COUNTYWIDE TAX	1.0000 %	11,484.03
CITY APPROVED DEBT SERVICE:		
COUNTY GO BOND	0.0041 %	47.08
CITY OF OAKLAND 1	0.2011 %	2,309.44
SCHOOL UNIFIED	0.1202 %	1,380.38
SCHOOL COMM COLL	0.0407 %	467.40
RAIL AREA RAPID TRANSIT	0.0060 %	68.90
AST BAY REGIONAL PARK	0.0020 %	22.97
TOTAL AD VALOREM TAX (AV TAX)	1.3741 %	15,780.20

Please Read Important Messages

A fee of \$61.00 will be imposed on all returned or dishonored payments.

ECheck is free of charge; Accepted through June 30, 2022 @<http://www.acgov.org/propertytax/>.

Visa, Mastercard, Discover, or American Express credit cards accepted by phone (510)272-6800 or online @<http://www.acgov.org/propertytax/> through June 30, 2022. A convenience fee equal to 2.5% of the tax amount due will be added to your total payment.

Subscribe to receive email alerts about important property tax dates online @<http://www.acgov.org/propertytax/>.

This bill is as of July 5, 2022 11:29 PM and may not include pending payments and roll corrections.

Please See Reverse For More Information

Tax Collector's Office
Payment Questions/Credit Card Payments
(510) 272-6800

Assessor's Office
Valuation/Exemption
(510) 272-2727 (510) 272-2727

SECOND INSTALLMENT PAYMENT, 2021-2022

2

PARCEL NO. 8-676-7
TRACER NO. 02080800

THIS AMOUNT DUE FEB 1, 2022 => PAID \$ 9,462.16



After APRIL 10, 2022 pay

(Includes delinquent penalty of 10% and \$10.00 cost)

PAID APR 4, 2022

FIRST INSTALLMENT PAYMENT, 2021-2022

1

PARCEL NO. 8-676-7
TRACER NO. 02080800

THIS AMOUNT DUE NOV 1, 2021 => PAID \$ 9,462.16



After DECEMBER 10, 2021 pay

(Includes delinquent penalty of 10%)

PAID DEC 6, 2021

000017

Description		
* EAST BAY TRAIL LLD CITY LANDSCP/LIGHT	888-512-0316 510-238-2942	13.60 282.26
total Additional Fixed Charges and/or Special Assessments		295.86

IMPORTANT REMINDERS

Partial payments are not acceptable - payments made for less than the total installment due will be returned to the taxpayer.

Notices will not be mailed when the second installment is due. Mark your calendar or subscribe to e-mail alerts online @ www.acgov.org/propertytax.

Filing an application for reduced assessment does not relieve the applicant from the obligations to pay the taxes on the subject property before the applicable due date shown on the tax bill. If a reduction is granted, a proportionate refund of taxes will be made by the County Auditor's Office.

New owners and present owners with new construction may be required to pay a Supplemental tax bill. Supplemental tax bills are separate from and in addition to this annual bill and any previous or subsequent Supplemental bills.

1. Property Assessment and Attachment of Tax Lien: The Assessor annually assess all the property in the county, except state-assessed property, to the person ownin claiming, possessing, or controlling it at 12:01 a.m. January 1, and a lien for taxes attach at that time preceding the fiscal year for which the taxes are levied.

(a) If you disagree with a change in the assessed value as shown on the tax bill, you m have the right to an informal assessment review by contacting the Assessor's Office. you disagree with the results of the informal review, you have the right to file ; application for reduction in assessment for the following year with the Alameda Cour Assessment Appeals Board from July 2 to September 15. The Assessment Appea Board may be contacted at the County Administration Building, Room 536, 1221 O Street, Oakland, California 94612 or by calling (510) 272-6352.

(b) Application for review and equalization of an assessment made outside of the regul assessment period must be filed with the Alameda County Assessment Appeals Boa no later than 60 days from the first notification of that assessment.

2. Your Tax Collector does not determine the amount you pay in taxes. Tax amounts a computed by multiplying the property's full value by the tax rates of the various taxl agencies. Fixed charges and/or special assessments such as Flood Control Bene Assessment, sewer service, special assessment improvement bond charges, delinque garbage liens, etc. from cities and districts are added to the computed tax amounts arrive at the total amount due on the bill.

3. The Total Amount Due is payable in two installments:

(a) The 1st installment is due on **NOVEMBER 1, 2021** and is delinquent at 5 p.m. **DECEMBER 10, 2021** after which a 10% penalty attaches.

(b) The 2nd installment is due on **FEBRUARY 1, 2022** and is delinquent at 5 p.m. **APRIL 10, 2022** after which a 10% penalty and \$10 cost attach.

(c) In order to pay both installments at the same time, remit the **TOTAL AMOUNT DL** with both installment payment stubs by **DECEMBER 10, 2021**.

(d) If above delinquent due dates fall on a Saturday, Sunday, or legal holiday, no penalty charged if payment is made by 5 p.m. on the next business day.

4. If the amount due is unpaid at 5 p.m. June 30, 2022, it will be necessary to p (a) delinquent penalties, (b) costs, (c) redemption penalties, and (d) a redemption fee. June 30 falls on a Saturday, Sunday, or legal holiday, no redemption penalties shall atta if payment is made by 5 p.m. on the next business day. Property delinquent for the fi year shall be declared defaulted for non-payment of taxes. After 5 years, the Tax Collect has the power to sell tax-defaulted property that is not redeemed.

**SEND THIS STUB WITH YOUR 2nd
INSTALLMENT PAYMENT**

Due: FEBRUARY 1, 2022
Delinquent: 5 p.m., APRIL 10, 2022

Do Not Use This Stub After June 30, 2022
2nd INSTALLMENT PAYMENT CANNOT BE
ACCEPTED UNLESS 1st INSTALLMENT IS PAID

**SEND THIS STUB WITH YOUR 1st
INSTALLMENT PAYMENT**

Due: NOVEMBER 1, 2021
Delinquent: 5 p.m., DECEMBER 10, 2021

5. Full Value Exemption Legend:

C- Church	D- Welfare/Hospital
G- Cemetery	H- Homeowner
M- Miscellaneous	R- Religious
S- Public School	V- Veteran
W- Welfare/Others	X- Combination

6. Homeowners' Exemption. If your tax bill shows zero val on the Homeowners' Exemption line and you owned a occupied this property on January 1, 2021, you may be eligil for a partial (80%) homeowners' exemption if you file a cla with the Assessor on or before December 10, 2021. Th homeowners' exemption tax reduction is attributable to th state-financed homeowners' tax relief program.

7. Questions about property valuation, exemptior payments and fixed charges and/or special assessmen should be directed to the telephone numbers indicated on th front of this bill.

8. Property Tax Postponement for Senior Citizens, Blind, (Disabled Persons. The State Controller's Office (SC) administers the Property Tax Postponement (PTP) progra which allows eligible homeowners to postpone payment current-year property taxes on their primary residence. P1 applications are accepted from October 1 to February 10 ea year. Go to www.ptp.sco.ca.gov for more information. If y have any questions, call (800)952-5661 or em postponement@sco.ca.gov.

Do Not Use This Stub After June 30, 2022
TO PAY BOTH INSTALLMENTS SEND BOTH STUBS

000018

12 Month Cash Flow

ENTITY: Judy Lu - PROPERTY: 532 25th St - DATES: 07/01/2018 - 06/30/2019

	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	TOTAL	
Income														
RENT														
40010.000 Rent	\$6,696.12	\$6,696.12	\$6,696.12	\$6,696.12	\$6,696.12	\$6,696.12	\$6,696.12	\$6,696.12	\$6,753.75	\$6,753.75	\$6,824.11	\$6,867.48	\$5,737.45	\$79,809.38
40040.000 Monthly Pet Rent -	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$0.00	\$550.00
TOTAL RENT	\$6,746.12	\$6,746.12	\$6,746.12	\$6,746.12	\$6,746.12	\$6,746.12	\$6,746.12	\$6,746.12	\$6,803.75	\$6,803.75	\$6,874.11	\$6,917.48	\$5,737.45	\$80,359.38
OTHER RENT														
41005.000 Laundry	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.73	\$0.00	\$52.73
41030.000 NSF Fees	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	(\$50.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41065.000 Move-Out Cleaning	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$400.00
41066.000 Move-Out Painting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$351.39	\$351.39
41067.000 Move-Out General R&M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6.20	\$6.20
43010.000 R&M Billbacks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.06	\$55.06
TOTAL OTHER RENT	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	(\$50.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52.73	\$812.65	\$865.38
Total Income	\$6,746.12	\$6,746.12	\$6,796.12	\$6,746.12	\$6,746.12	\$6,696.12	\$6,746.12	\$6,803.75	\$6,803.75	\$6,874.11	\$6,970.21	\$6,550.10	\$81,224.76	
Operating Expenses														
TURNOVER EXPENSES														
51200.000 Turnover Locks & Keys	\$160.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$160.00
51210.000 Turnover Cleaning	\$300.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00	\$700.00
51220.000 Turnover Painting	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$550.00	\$1,150.00
51230.000 Turnover Repairs	\$375.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$226.71	\$601.71
TOTAL TURNOVER EXPENSES	\$1,435.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,176.71	\$2,611.71
CONTRACT SERVICES														
51300.000 Contract Garbage &	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$3,392.40

	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	TOTAL
TOTAL CONTRACT SERVICES	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$282.70	\$3,392.40
REPAIRS AND MAINTENANCE OPERATING													
52003.000 Landscaping	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00
52015.000 Electrical	\$0.00	\$0.00	\$0.00	\$91.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$91.00
52020.000 Plumbing	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$130.00
52030.000 Appliances	\$0.00	\$0.00	\$249.16	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00	\$324.16
52045.000 R&M Supplies &	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2.83	\$2.83
52050.000 Locks & Keys	\$117.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$117.00
52065.000 Fire Life Safety	\$0.00	\$0.00	\$0.00	\$32.09	\$130.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$162.09
52090.000 Gen Bldg Interior	\$0.00	\$0.00	\$0.00	\$65.00	\$0.00	\$130.00	\$0.00	\$65.00	\$0.00	\$0.00	\$0.00	\$0.00	\$260.00
53020.000 Drapery	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$55.06	\$55.06
53050.000 Garbage & Trash	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
TOTAL REPAIRS AND MAINTENANCE	\$117.00	\$0.00	\$249.16	\$188.09	\$130.00	\$130.00	\$0.00	\$195.00	\$75.00	\$0.00	\$0.00	\$657.89	\$1,742.14
UTILITIES													
54010.000 Electricity	\$13.28	\$14.09	\$14.53	\$0.00	\$15.63	\$13.54	\$0.00	\$29.29	\$13.72	\$0.00	(\$15.20)	\$13.61	\$112.49
54020.000 Gas	\$87.23	\$88.86	\$95.07	\$36.23	\$93.58	\$83.25	\$0.00	\$194.38	\$94.28	\$0.00	\$73.10	\$77.77	\$923.75
54030.000 Water	\$199.04	\$0.00	\$219.18	\$0.00	\$240.42	\$0.00	\$187.32	\$0.00	\$187.32	\$0.00	\$182.01	\$0.00	\$1,215.29
54040.000 Sewer	\$188.23	\$0.00	\$195.26	\$0.00	\$207.56	\$0.00	\$188.26	\$0.00	\$190.94	\$0.00	\$190.94	\$0.00	\$1,161.29
TOTAL UTILITIES	\$487.78	\$102.95	\$524.04	\$36.23	\$557.19	\$96.79	\$375.68	\$223.67	\$486.26	\$0.00	\$430.85	\$91.38	\$3,412.82
PROPERTY MANAGEMENT FEES													
57010.000 Property Management	\$395.00	\$404.77	\$404.77	\$407.77	\$404.77	\$404.77	\$401.77	\$404.77	\$408.23	\$408.23	\$412.45	\$418.21	\$4,875.51
57014.000 Onboarding Fees	\$299.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$299.00
TOTAL PROPERTY MANAGEMENT	\$694.00	\$404.77	\$404.77	\$407.77	\$404.77	\$404.77	\$401.77	\$404.77	\$408.23	\$408.23	\$412.45	\$418.21	\$5,174.51
Total Operating Expenses	\$3,016.48	\$790.42	\$1,460.67	\$914.79	\$1,374.66	\$914.26	\$1,060.15	\$1,106.14	\$1,252.19	\$690.93	\$1,126.00	\$2,626.89	\$16,333.58
Net Operating Income	\$3,729.64	\$5,955.70	\$5,335.45	\$5,831.33	\$5,371.46	\$5,781.86	\$5,685.97	\$5,697.61	\$5,551.56	\$6,183.18	\$5,844.21	\$3,923.21	\$64,891.18

Non Operating Expenses

000020

	07/2018	08/2018	09/2018	10/2018	11/2018	12/2018	01/2019	02/2019	03/2019	04/2019	05/2019	06/2019	TOTAL
REPAIRS AND MAINTENANCE IMPROVEMENTS													
61005.000 Water Heaters	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$495.00	\$0.00	\$0.00	\$0.00	\$495.00
62065.000 Fire Life Safety	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127.10	\$0.00	\$0.00	\$0.00	\$0.00	\$127.10
TOTAL REPAIRS AND MAINTENANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127.10	\$495.00	\$0.00	\$0.00	\$0.00	\$622.10
Total Non Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$127.10	\$495.00	\$0.00	\$0.00	\$0.00	\$622.10
Net Income	\$3,729.64	\$5,955.70	\$5,335.45	\$5,831.33	\$5,371.46	\$5,781.86	\$5,685.97	\$5,570.51	\$5,056.56	\$6,183.18	\$5,844.21	\$3,923.21	\$64,269.08
Adjustments													
21000.000 Prepaid Rent	\$822.06	\$0.00	\$75.00	(\$75.00)	\$0.00	\$0.00	\$1,752.63	\$0.00	\$28.15	\$56.30	(\$799.91)	(\$272.57)	\$1,586.66
30020.000 Entity/Property Clearing	\$0.00	\$0.00	(\$8,216.32)	(\$5,328.80)	(\$5,872.61)	(\$5,200.57)	(\$5,924.28)	\$30,542.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
30030.000 Owner Distribution	(\$5,682.10)	(\$2,194.13)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$35,497.28)	(\$5,570.51)	(\$5,056.56)	(\$6,099.10)	(\$7,199.41)	(\$67,299.09)
Total Adjustments	(\$4,860.04)	(\$2,194.13)	(\$8,141.32)	(\$5,403.80)	(\$5,872.61)	(\$5,200.57)	(\$4,171.65)	(\$4,954.70)	(\$5,542.36)	(\$5,000.26)	(\$6,899.01)	(\$7,471.98)	(\$65,712.43)
Cash Flow	(\$1,130.40)	\$3,761.57	(\$2,805.87)	\$427.53	(\$501.15)	\$581.29	\$1,514.32	\$615.81	(\$485.80)	\$1,182.92	(\$1,054.80)	(\$3,548.77)	(\$1,443.35)
Beginning Cash	\$8,188.10	\$7,057.70	\$10,819.27	\$8,013.40	\$8,440.93	\$7,939.78	\$8,521.07	\$10,035.39	\$10,651.20	\$10,165.40	\$11,348.32	\$10,293.52	\$8,188.10
Ending Cash	\$7,057.70	\$10,819.27	\$8,013.40	\$8,440.93	\$7,939.78	\$8,521.07	\$10,035.39	\$10,651.20	\$10,165.40	\$11,348.32	\$10,293.52	\$6,744.75	\$6,744.75

12 Month Income Statement

ENTITY: Judy Lu • PROPERTY: 532 25th St • DATES: 07/01/2021 - 06/30/2022

	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	TOTAL
Income													
RENT INCOME													
40010.000 Rent	\$4,698.42	\$4,960.54	\$4,960.54	\$4,981.55	\$6,265.06	\$6,406.56	\$6,431.43	\$6,436.87	\$6,436.87	\$6,436.87	\$6,436.87	\$7,501.68	\$71,953.28
TOTAL RENT INCOME	\$4,698.42	\$4,960.54	\$4,960.54	\$4,981.55	\$6,265.06	\$6,406.56	\$6,431.43	\$6,436.87	\$6,436.87	\$6,436.87	\$6,436.87	\$7,501.68	\$71,953.28
RENT ADJUSTMENTS													
40054.000 Rent Credits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
40056.000 Concession	\$0.00	(\$797.50)	\$0.00	\$0.00	\$0.00	(\$1,415.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,212.50)
TOTAL RENT ADJUSTMENTS	\$0.00	(\$797.50)	\$0.00	\$0.00	\$0.00	(\$1,415.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,212.50)
OTHER RENT													
41005.000 Laundry	\$0.00	\$0.00	\$0.00	\$0.00	\$14.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$142.98	\$157.07
41045.000 RAP Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
41055.000 Security Deposit Forfeitures	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00
41065.000 Move-Out Cleaning Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$357.00	\$357.00
41066.000 Move-Out Painting Charges	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$607.64	\$607.64
41067.000 Move-Out General R&M	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$200.00	\$200.00
TOTAL OTHER RENT	\$0.00	\$100.00	\$0.00	\$0.00	\$14.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,387.62	\$1,421.71
Total Income	\$4,698.42	\$4,263.04	\$4,960.54	\$4,981.55	\$6,279.15	\$4,991.56	\$6,431.43	\$6,436.87	\$6,436.87	\$6,436.87	\$6,436.87	\$8,809.30	\$71,162.47
Operating Expenses													
TURNOVER													
51210.000 Turnover Clearing	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$357.00	\$757.00
51220.000 Turnover Painting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$956.05	\$956.05
51230.000 Turnover Repairs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	TOTAL
TOTAL TURNOVER	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,713.00
CONTRACT SERVICES													
51300.000 Contract Garbage & Trash	\$313.75	\$313.75	\$313.75	\$313.75	\$0.00	\$627.50	\$318.75	\$0.00	\$313.75	\$0.00	\$313.75	\$627.50	\$3,456.25
51330.000 Contract Landscaping	\$0.00	\$0.00	\$0.00	\$0.00	\$470.00	\$0.00	\$423.00	\$420.00	\$410.00	\$0.00	\$0.00	\$0.00	\$1,723.00
TOTAL CONTRACT SERVICES	\$313.75	\$313.75	\$313.75	\$313.75	\$470.00	\$627.50	\$741.75	\$420.00	\$723.75	\$0.00	\$313.75	\$627.50	\$5,179.25
REPAIRS AND MAINTENANCE OPERATING													
52003.000 Landscaping	\$0.00	\$0.00	\$325.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$325.00
52015.000 Electrical	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$369.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$369.24
52020.000 Plumbing	\$0.00	\$112.50	\$350.00	\$0.00	\$0.00	\$0.00	\$450.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$912.50
52030.000 Appliances	\$187.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$187.50
52050.000 Locks & Keys	\$0.00	\$0.00	\$0.00	\$198.20	\$0.00	\$0.00	\$112.50	\$0.00	\$0.00	\$0.00	\$227.26	\$0.00	\$537.96
52055.000 Lighting	\$75.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00
52090.000 Gen Bldg Interior	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
53000.000 Cleaning	\$0.00	\$0.00	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$400.00
53010.000 Painting	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL REPAIRS AND MAINTENANCE OPERATING	\$262.50	\$112.50	\$675.00	\$598.20	\$0.00	\$0.00	\$931.74	\$0.00	\$0.00	\$0.00	\$227.26	\$0.00	\$2,867.20
UTILITIES													
54010.000 Electricity	\$88.12	\$16.58	\$19.60	\$34.48	\$8.52	\$14.47	\$15.01	\$13.90	\$14.91	\$0.00	\$0.00	\$0.00	\$225.91
54020.000 Gas	\$120.90	\$0.00	\$0.00	\$72.49	\$72.65	\$87.99	\$121.77	\$121.67	\$143.08	\$0.00	\$0.00	\$0.00	\$740.95
54030.000 Water	\$113.88	\$0.00	\$0.00	\$0.00	\$303.42	\$0.00	\$0.00	\$182.96	\$195.46	\$0.00	\$182.96	\$0.00	\$978.68
54040.000 Sewer	\$178.49	\$0.00	\$0.00	\$0.00	\$390.84	\$0.00	\$0.00	\$195.81	\$198.06	\$0.00	\$198.06	\$0.00	\$1,161.21
TOTAL UTILITIES	\$501.39	\$16.58	\$19.60	\$106.97	\$775.43	\$102.46	\$136.78	\$514.34	\$551.51	\$0.00	\$381.02	\$0.00	\$3,166.06
PROPERTY MANAGEMENT FEES													
57010.000 Property Management Fees	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$4,740.00
57020.000 Leasing Commission Fees	\$797.50	\$0.00	\$0.00	\$0.00	\$707.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,505.00
TOTAL PROPERTY MANAGEMENT FEES	\$1,192.50	\$395.00	\$395.00	\$395.00	\$1,102.50	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$395.00	\$6,245.00
ADMINISTRATIVE													
58060.000 License & Permits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

	07/2021	08/2021	09/2021	10/2021	11/2021	12/2021	01/2022	02/2022	03/2022	04/2022	05/2022	06/2022	TOTAL
\$8070.000 Penalties & Fines	\$0.00	\$0.00	\$0.00	\$0.00	\$5.30	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5.30
\$8105.000 Admin Expenses - Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,275.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,275.56
TOTAL ADMINISTRATIVE	\$0.00	\$0.00	\$0.00	\$0.00	\$5.30	\$0.00	\$1,275.56	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,280.86
Total Operating Expenses	\$2,270.14	\$1,237.83	\$1,403.35	\$1,413.92	\$2,353.23	\$1,124.96	\$3,480.83	\$1,329.34	\$1,670.26	\$395.00	\$1,317.03	\$2,335.55	\$20,331.44
Net Operating Income	\$2,428.28	\$3,025.21	\$3,557.19	\$3,567.63	\$3,925.92	\$3,866.60	\$2,950.60	\$5,107.53	\$4,766.61	\$6,041.87	\$5,119.84	\$6,473.75	\$50,831.03
Net Income	\$2,428.28	\$3,025.21	\$3,557.19	\$3,567.63	\$3,925.92	\$3,866.60	\$2,950.60	\$5,107.53	\$4,766.61	\$6,041.87	\$5,119.84	\$6,473.75	\$50,831.03

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00202720

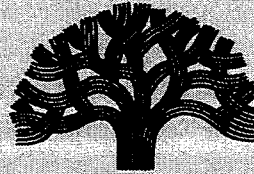
The issuing of a Business Tax Certificate is for revenue purposes only. It does not relieve the taxpayer from the responsibility of complying with the requirements of any other agency of the City of Oakland and/or any other ordinance, law or regulation of the State of California, or any other governmental agency. The Business Tax Certificate expires on December 31st of each year. Per Section 5.04.190(A), of the O.M.C. you are allowed a renewal grace period until March 1st the following year.

DBA LU LI YU TRUST

BUSINESS LOCATION 532 25TH ST
OAKLAND, CA 94612-1764

BUSINESS TYPE M Rental - Apartment

EXPIRATION DATE
12/31/2022



Starting January 1, 2021, Assembly Bill 1607 requires the prevention of gender-based discrimination of business establishments. A full notice is available in English or other languages by going to: <https://www.dca.ca.gov/publications>



LU LI YU TRUST
MYND MANAGEMENT INC
PO BOX 71006
OAKLAND, CA 94612-7101

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

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

PUBLIC INFORMATION ABOVE THIS LINE TO BE CONSPICUOUSLY POSTED!

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Account # 00202720
LU LI YU TRUST

Business License Online Renewal  **Secure**

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 2/9/2021
Confirmation # 227551

Account Information

Account # 00202720
Expire Date 12/31/2021
Name LU LI YU TRUST
Address 532 25TH ST
City OAKLAND
Phone (833) 367-6963

Summary

	Input	Amount
Tax Calculation		
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	76,820.05	\$1,071.64
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
Rent Adjustment Program (RAP) Calculation		
a. Total # of units per Alameda County Records:	5	\$505.00
Total Due		\$1,583.64
Payment Information		
Payment Amount		\$1,583.64

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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



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 PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

**Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing 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: 07 / 14 / 2022 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 20 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER 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	<u>KIBRET FESSEHA</u>
Address	<u>532 25TH STREET APT 4</u>
City, State, Zip	<u>OAKLAND, CA 94612</u>

Name	LYDIA BRAUNER
Address	532 25TH STREET APT 3
City, State, Zip	OAKLAND, CA 94612

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	

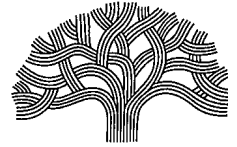
NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

JASON HARRIS
 PRINTED NAME

Jason Harris
 SIGNATURE

7/12/2022
 DATE SIGNED



Housing and Community Development Department
Rent Adjustment Program

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

NOTICE OF INCOMPLETE OWNER PETITION

CASE NUMBER: L22-0050
CASE NAME: Lu v. Tenants
PROPERTY ADDRESS: 532 25th Street

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Petition for a Rent Increase/Property Owner Petition for a Certificate of Exemption* from you on August 10, 2022.

To be complete and considered filed, a petition by a property owner must include the following:¹

- a. Proof of payment of the City of Oakland Business License Tax;
- b. Proof of payment of the Rent Program Service Fee;²
- c. Evidence that the Owner has provided the RAP Notice to all Tenants affected by the petition or response.³
- d. A substantially completed petition on the form prescribed by the RAP signed under oath;
- e. For a rent increase, organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. For an exemption, organized documentation showing your right to the exemption.
- f. For all owner petitions, the Owner must provide proof of service by first class mail or in person of the petition and any supporting documents on the tenants of all units affected by the petition. (Note that if the supporting documents exceed 25 pages, the Owner is not required to serve the supporting documents on the affected tenants provided that the owner petition was served as required and the petition or attachment indicates that the

¹ See O.M.C. § 8.22.090 (B).

² See O.M.C. § 8.22.500.

³ This can be done initially by affirming that all notices have been sent but may require additional evidence if the statement is contested.

additional documents are or will be available at the RAP and that the Owner will provide copies of the supporting documents to the tenant upon written request within 10 days.)

The petition which you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Evidence that the RAP Notice was provided to all tenants affected by the petition	X
For a rent increase, organized documentation showing the justification and detailing the calculations	X
For a Certificate of Exemption, organized documentation showing the right to the exemption	

You have 30 days from the date of the mailing of this letter to provide a completed petition. If you do not do so, your petition will be dismissed. Since your petition is not complete, the RAP is unable to accept the petition.

If you have questions or concerns, consult the undersigned by email or phone. The email address is hearingsunit@oakandca.gov, and the telephone number is 510-238-3721.

Dated: November 10, 2022

City of Oakland
Rent Adjustment Program

PROOF OF SERVICE
Case Number: L22-0050
Case Name: Lu v. Tenants

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

Notice of Incomplete Owner Petition

Owner

Judy Lu
18266 Vanderbilt Drive
Saratoga, CA 95070

Owner Representative

Jason Harris, MYND Management
1611 Telegraph Avenue Suite 1200
Oakland, CA 94612

Tenant

Kibret Fisseha
532 25th Street Unit 4
Oakland, CA 94612

Tenant

Lydia Brawner
532 25th Street Unit 3
Oakland, CA 94612

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 **November 10, 2022** in Oakland, California.

Brittini Lothlen

Brittini Lothlen
Oakland Rent Adjustment Program

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CITY OF OAKLAND

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



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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking **IS NOT** permitted in Unit 532 25th St Apt 3 Oakland CA 94612, the unit you intend to rent.
- Smoking **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in

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tenant's building, attach a list of units in which smoking is permitted.)

- There **IS NOT** a designated outdoor smoking area. It is located at **___ N/A ___**.

I received a copy of this notice on Apr 14, 2022

Lydia Brawner 

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17

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屋崙(奧克蘭) 市政府



250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
房屋與社區發展部 (Department of Housing and Community Development)
租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721
傳真 (510) 238-6181
CA Relay Service 711

住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整計劃(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調漲,您有權對業主的陳情提出抗辯,但您不需要自己提出陳情。
- 對租金調漲提出抗辯:**您可以以租金調漲違法或者住房服務縮減為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願。如需相關資訊並索取請願書,請前往房屋協助中心(Housing Assistance Center)的租金調整計劃(RAP)中心親自索取:250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/ohcd/o/RentAdjustment>。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由»)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區(圈選一項)。該吸煙區位於 _____。

我於 _____ (日期) _____ (租客簽名) 收到本通知書

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.

2/24/20 修訂
HCDrap201702b CH

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CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler



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

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

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

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vivienda era de _____.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar **NO ESTÁ** permitido en la Vivienda 532 25th St Apt 3 Oakland CA 94612, la vivienda que usted pretende alquilar.
- Fumar **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- **NO HAY** un área designada al aire libre para fumar. Se encuentra en ___ **N/A** ___.

Recibí una copia de este aviso el Apr 14, 2022

Lydia Brawner 

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Modificado el 10 de febrero de 2017

generated at 2022-04-14T19:09:30.361Z

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CITY OF OAKLAND

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



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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking **IS NOT** permitted in Unit 532 25th St Apt 4 Oakland CA 94612, the unit you intend to rent.
- Smoking **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in

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tenant's building, attach a list of units in which smoking is permitted.)

- There **IS NOT** a designated outdoor smoking area. It is located at N/A .

I received a copy of this notice on Apr 21, 2022

Kibret Fisseha *Kibret Fisseha*

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17

屋崙(奧克蘭) 市政府



250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
房屋與社區發展部 (Department of Housing and Community Development)
租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721
傳真 (510) 238-6181
CA Relay Service 711

住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整計劃(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調漲,您有權對業主的陳情提出抗辯,但您不需要自己提出陳情。
- 對租金調漲提出抗辯:**您可以以租金調漲違法或者住房服務縮減為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願。如需相關資訊並索取請願書,請前往房屋協助中心(Housing Assistance Center)的租金調整計劃(RAP)中心親自索取:250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/ohcd/o/RentAdjustment>。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由»)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區(圈選一項)。該吸煙區位於 _____。

我於 _____ (日期) _____ (租客簽名) 收到本通知書

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.

2/24/20 修訂
HCDrap201702b CH

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CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler



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

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

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

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vivienda era de _____.

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar **NO ESTÁ** permitido en la Vivienda 532 25th St Apt 4 Oakland CA 94612, la vivienda que usted pretende alquilar.
- Fumar **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- **NO HAY** un área designada al aire libre para fumar. Se encuentra en ___ **N/A** ___.

Recibí una copia de este aviso el Apr 21, 2022

Kibret Fisseha *Kibret Fisseha*

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Modificado el 10 de febrero de 2017

generated at 2022-04-21T17:41:55.205Z

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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 PETITION (PLUS ANY ATTACHMENTS*) ON THE AFFECTED TENANT(S) PRIOR TO FILING YOUR PETITION WITH RAP. You must include a copy of the RAP form "NOTICE TO TENANTS OF OWNER PETITION" (the preceding page of this petition packet) and a completed PROOF OF SERVICE form together with your Petition.

**Exception for attachments exceeding 25 pages. See "Important Information Regarding Filing 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: 07 / 14 / 2022 I served a copy of (check all that apply):

- PROPERTY OWNER PETITION FOR APPROVAL OF RENT INCREASE** plus 20 attached pages (number of pages attached to Petition not counting the Petition form, NOTICE TO TENANTS OF PROPERTY OWNER PETITION, or PROOF OF SERVICE)
- NOTICE TO TENANTS OF PROPERTY OWNER 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	<u>KIBRET FESSEHA</u>
Address	<u>532 25TH STREET APT 4</u>
City, State, Zip	<u>OAKLAND, CA 94612</u>

Name	LYDIA BRAUNER
Address	532 25TH STREET APT 3
City, State, Zip	OAKLAND, CA 94612

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	

NOTE: If you need more space to list tenants you may attach additional copies of this page.

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

JASON HARRIS

PRINTED NAME

Jason Harris

SIGNATURE

7/12/2022

DATE SIGNED

OAKLAND, CA 94612

 **UNITED STATES
POSTAL SERVICE.**

HAYWARD
24438 SANTA CLARA ST
HAYWARD, CA 94544-9998
(800)275-8777

CHECK:
RECEIPT
NEW:

07/15/2022 01:41 PM

Product	Qty	Unit Price	Price
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PM Express 1-Day	1		\$26.95
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Flat Rate Env
Oakland, CA 94612
Flat Rate
Signature Waiver
Scheduled Delivery Date
Sat 07/16/2022 06:00 PM
Money Back Guarantee
Tracking #:
EI440100334US
Insurance \$0.00
Up to \$100.00 included

Total \$26.95

PM Express 1-Day	1		\$26.95
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Flat Rate Env
Oakland, CA 94612
Flat Rate
Signature Waiver
Scheduled Delivery Date
Sat 07/16/2022 06:00 PM
Money Back Guarantee
Tracking #:
EI440100325US
Insurance \$0.00
Up to \$100.00 included

Total \$26.95

Grand Total: \$53.90

Credit Card Remitted \$53.90

Card Name: MasterCard
Account #: XXXXXXXXXXXX5414
Approval #: 61100Z
Transaction #: 701
AID: A000000041010 Chip
AL: Mastercard
PIN: Not Required

Every household in the U.S. is now
eligible to receive a third set
of 8 free test kits

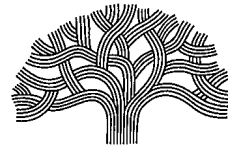
...ACT A HOUSING
To make an appointment
is temporarily closed for d

DOCUMENTS SUBMITTED
All attachments submitted together
most recent RAP fee, and docu
You may submit additional evidence
a copy of any documents filed with

REMINDER: Once a petition is
received, you will receive a
Private Information (PI) (Social
data) from the staff by phone a
All documents submitted (e.g.,
evidence, text messages, etc.)
have access to them.

TENANT(S)
...d to serve ALL the
Copy of RAP for
petition packet a
... of complete
... selects thi
... PROC
... Mail

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Housing and Community Development Department
Rent Adjustment Program

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

NOTICE OF DOCUMENTATION IN EXCESS OF 25 PAGES

CASE NUMBER: L22-0050
CASE NAME: Lu v. Tenants
PROPERTY ADDRESS: 532 25th Street
Oakland, CA

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Petition for a Rent Increase/Property Owner Petition for a Certificate of Exemption* from your Landlord on October 25, 2022.

Oakland Municipal Code Section 8.22.090(B)(1)(f) states:

Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.

Please advise the Rent Adjustment Program of the status of your request for the documentation the Owner intends to have considered as part of their petition, and whether or not you have received the documentation as required by completing and returning the enclosed page.

You have 15 days from the date of the mailing of this letter to respond. If you do not do so, the petition may proceed to a hearing, and those documents may be considered by the Hearing Officer.

If you have any questions or concerns, consult RAP by email or phone. The email address is hearingsunit@oakalndca.gov, and the telephone number is 510-238-3721.

Dated: December 21, 2022

City of Oakland
Rent Adjustment Program

Case Number _____
Tenant Name: _____
Tenant Address: _____

REQUEST FOR SUPPORTING DOCUMENTATION

Status	
I did not request the supporting documentation.	
I have requested and received the supporting documentation	
I have requested and did not receive the supporting documentation	
I am requesting the supporting documentation. If checked, I will mail/email a copy of this request to the Owner with a proof of service and provide a copy to RAP	

I declare under penalty of perjury pursuant to the laws of the State of California that my statement in the Request for Supporting Documentation is true.

Tenant's Signature: _____ Dated: _____

PROOF OF SERVICE
Case Number: L22-0050
Case Name: Lu v. Tenants

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

Notice of Documentation in Excess of 25 Pages

Tenant

Kibret Fisseha
532 25th Street Unit 4
Oakland, CA 94612

Tenant

Lydia Brawner
532 25th Street Unit 3
Oakland, CA 94612

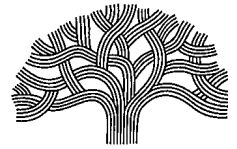
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **December 22, 2022** in Oakland, California.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000047

**ORDER OF DISMISSAL**

CASE NUMBER: L22-0050

CASE NAME: Lu v. Tenants

PROPERTY ADDRESS: 532 25th Street
Oakland, CA

SUMMARY OF DECISION

The Landlord's Petition is dismissed.

BACKGROUND

On August 10, 2022, the Landlord filed the petition herein. The petition requests approval of a rent increase based on capital improvements. The petition was completed under penalty of perjury.

On November 10, 2022, a Notice of Incomplete petition was issued indicating that the petition, as filed, failed to meet the requirements of the Oakland Municipal Code (O.M.C.) Section 8.22.090 (B) outlines the requirements for a property owner to file a petition. The Owner provided proof of payment of the business license, payment of RAP fees, and proof of service.

RATIONALE FOR ADMINISTRATIVE DECISION

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the RAP Notice at the start of a tenancy¹² and together with any notice of rent increase or change in the terms of a tenancy.³ The Owner has the burden of proving service of the Notice. Likewise, the Ordinance requires an owner filing a petition to provide

¹ O.M.C. § 8.22.060(A).

² Rent Adjustment Program Regulations § 8.22.060(A).

³ O.M.C. § 8.22.070(H)(1)(A).

evidence of a current City Business License, Evidence of payment of the Rent Adjustment Program Service Fee, Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed.

The Owner's petition, completed under penalty of perjury, states that the RAP Notice was not provided to the tenants of the subject unit. Accordingly, the Owner failed to serve the RAP Notice at the start of a tenancy and together with any notice of rent increase or change in the terms of a tenancy.

Additionally, the Ordinance requires that a petition for a rent increase, include organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. No such calculations were provided to the affected Tenants or the Rent Adjustment Program.

Failure to provide the RAP Notice is a violation of the O.M.C. and sufficient to deny the petition and bar the Owner's hearing. The Petitioner's failure to serve the RAP Notice was noted in the Notice of Incomplete Petition, served on November 10, 2022.

Failure to provide the organized documentation and detailing the calculations to which the documentation pertains is also a violation of the O.M.C. and sufficient to deny the petition and bar the Owner's hearing. The Petitioner's failure to serve the organized documentation and detailing the calculations was noted in the Notice of Incomplete Petition, served on November 10, 2022.

Based on the foregoing, no other issues can be reached, and the Owner's petition is hereby denied.

ORDER

1. Petition L22-0050 is denied.

Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a

weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.



Dated: January 17, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number: L22-0050
Case Name: Lu v. Tenants

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

Order of Dismissal

Owner

Judy Lu
18266 Vanderbilt Drive
Saratoga, CA 95070

Owner Representative

Jason Harris, MYND Management
1611 Telegraph Avenue Suite 1200
Oakland, CA 94612

Tenant

Kibret Fisseha
532 25th Street Unit 4
Oakland, CA 94612

Tenant

Lydia Brawner
532 25th Street Unit 3
Oakland, CA 94612

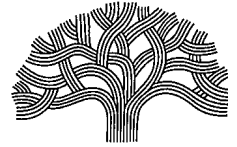
I am readily familiar with the City of Oakland's practice of collection and processing correspondence for mailing. Under that practice an envelope placed in the mail collection receptacle described above would be deposited in the United States mail with the U.S. Postal Service on that same day with first 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 **January 17, 2023** in Oakland, California.

Brittni Lothlen

Britni Lothlen
Oakland Rent Adjustment Program

000051



AMENDED ORDER OF DISMISSAL

CASE NUMBER: L22-0050
CASE NAME: Lu v. Tenants
PROPERTY ADDRESS: 532 25th Street
Oakland, CA

SUMMARY OF DECISION

The Landlord’s Petition is dismissed.

BACKGROUND

On August 10, 2022, the Landlord filed the petition herein. The petition requests approval of a rent increase based on capital improvements. The petition was completed under penalty of perjury.

On November 10, 2022, a Notice of Incomplete petition was issued indicating that the petition, as filed, failed to meet the requirements of the Oakland Municipal Code (O.M.C.) Section 8.22.090 (B) outlines the requirements for a property owner to file a petition. The Owner provided proof of payment of the business license, payment of RAP fees, and proof of service.

RATIONALE FOR ADMINISTRATIVE DECISION

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve the RAP Notice at the start of a tenancy¹² and together with any notice of rent increase or

¹ O.M.C. § 8.22.060(A).

² Rent Adjustment Program Regulations § 8.22.060(A).

change in the terms of a tenancy.³ The Owner has the burden of proving service of the Notice. Likewise, the Ordinance requires an owner filing a petition to provide evidence of a current City Business License, Evidence of payment of the Rent Adjustment Program Service Fee, Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed.

The Owner's petition, completed under penalty of perjury, states that the RAP Notice was not provided to the tenants of the subject unit. Accordingly, the Owner failed to serve the RAP Notice at the start of a tenancy and together with any notice of rent increase or change in the terms of a tenancy.

Additionally, the Ordinance requires a petition for a rent increase, including organized documentation clearly showing the rent increase justification and detailing the calculations to which the documentation pertains. No such calculations were provided to the affected Tenants or the Rent Adjustment Program.

Failure to provide the organized documentation and detailing the calculations to which the documentation pertains is a violation of the O.M.C. and sufficient to deny the petition and bar the Owner's hearing. The Petitioner's failure to serve the organized documentation and detailing the calculations was noted in the Notice of Incomplete Petition, served on November 10, 2022.

Based on the foregoing, no other issues can be reached, and the Owner's petition is hereby denied.

ORDER

1. Petition L22-0050 is dismissed.
2. The Hearing scheduled for January 31, 2023, 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 seventeen (17) calendar days of electronic service or twenty (20) days if served by first-class mail. If the last day to file is a

³ O.M.C. § 8.22.070(H)(1)(A).

weekend or holiday, the appeal may be filed on the next business day. The date and service method are shown on the attached Proof of Service.

A handwritten signature in black ink, appearing to read 'Élan Consuella Lambert', written in a cursive style.

Dated: January 18, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number L22-0050

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

Amended Order of Dismissal

Owner

Judy Lu
18266 Vanderbilt Drive
Saratoga, CA 95070

Owner Representative

Jason Harris, MYND Management
1611 Telegraph Avenue Suite 1200
Oakland, CA 94612

Tenant

Kibret Fisseha
532 25th Street Unit 4
Oakland, CA 94612

Tenant

Lydia Brawner
532 25th Street Unit 3
Oakland, CA 94612

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 **January 19, 2023** in Oakland, CA.

Brittni Lothlen _____

Brittni Lothlen
Oakland Rent Adjustment Program

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

Appellant's Name Judy Lu		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 532 25th St., Oakland CA 94612			
Appellant's Mailing Address (For receipt of notices) 25303 La Loma Drive, Los Altos Hills, CA 94022		Case Number 8-676-7	Date of Decision appealed Feb 8, 2023
Name of Representative (if any)		Representative's Mailing Address (For notices)	

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

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

For more information phone (510) 238-3721.

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


The decision from the Hearing Unit was based on the fact that I did not provide the tenants RAP notices at the beginning of tenancy. I was not the owner at that time. These tenants were handed to me. The tenants received RAP notices when I filed the petition. My property manager provided proof of mailing.

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

• You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •

I declare under penalty of perjury under the laws of the State of California that on _____, 20____, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

<u>Name</u>	Lydia Brawner
<u>Address</u>	Unit 3 532 25th St.
<u>City, State Zip</u>	Oakland CA 94612
<u>Name</u>	Kibret Fisseha
<u>Address</u>	Unit 4 532 25th St.
<u>City, State Zip</u>	Oakland CA 94612

	Feb 8, 2023
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

Proof of Service

I, the undersigned, being at least eighteen years of age, served this notice, of which this is a true copy, on
Lydia Brawner _____, one of the Tenants listed above, as follows:

- On _____, 20_____ I delivered the notice to the Tenant personally.
- On _____, 20_____ I delivered the notice to a person of suitable age and discretion at the Premises after having attempted personal service at the Premises. On _____, 20_____ I mailed a second copy to the Tenant at the Premises.
- On _____, 20_____ I posted the notice in a conspicuous place at the Premises, after attempting personal service at Premises, and after having been unable to find there a person of suitable age and discretion. On _____, 20.17_____ I mailed a second copy to the Tenant at the Premises.

*Notice of Change in Monthly Rent was mailed 36 days or more prior to effective date.

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

Date

Signed

30 Day Notice of Change of Monthly Rent

To Lydia Brawner (Resident) for the

(And all other occupants in possession)

premises located at: 532 25th St

(Address)

Unit 3, (if applicable) Oakland, California 94612

(City)

(Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or April 1, 2019, whichever is later, your monthly rent is payable in advance on or before the

(Date)

1st day of each month, will be the sum of \$ 856.21, instead of \$ 828.06, the current monthly rent.

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

02/27/2019
Date

Janette Miles
Owner/Agent



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit ____, 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 n/a.

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.



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

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

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

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos de renta (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en renta construidas antes de 1983. No aplica para unidades subsidiadas, la mayoría de las viviendas de una sola familia, condominios y algunos otros tipos de unidades. Para más información sobre las unidades cubiertas, contacte a la oficina de RAP.
- Usted tiene derecho a presentar una petición con RAP para impugnar un aumento de alquiler que sea mayor al ajuste anual del Índice de Precios al Consumidor (Consumer Price Index, CPI). Un propietario puede realizar un aumento en la renta mayor al índice CPI, pero con límites, para: mejoras de capital, aumentos en los gastos operativos y aumento anual diferido de renta (“bancario”). Ningún aumento anual a la renta podrá exceder el 10%. Si usted lo solicita, el propietario deberá proporcionarle un resumen por escrito de las razones para cualquier aumento que supere la tasa del CPI. Si el propietario disminuye sus servicios de vivienda, esto podrá ser un aumento en su renta. Las disminuciones en los servicios de vivienda incluyen problemas sustanciales con las condiciones de una unidad.
- **Cómo disputar un aumento de renta:** Si el propietario entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud: (1) en un plazo de (90) días a partir de la fecha del aviso de aumento de renta si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento de la renta; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento de renta si este Aviso a los Inquilinos no fue entregado con la notificación de aumento de la renta. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6th Fl, Oakland, también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- Si usted impugna un aumento de renta, debe pagar su renta con el aumento impugnado hasta que presente la petición. Una vez que haya presentado su petición, si el aumento de renta refleja el monto de la tasa CPI de manera separada, usted debe pagar su renta más el incremento CPI. Si la tasa CPI no ha sido reflejada por separado, usted podrá pagar la renta que pagaba antes del aviso de aumento de renta. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha efectiva del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las unidades cubiertas. Para más información contacte la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por unidad al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. Su pago por la tarifa anual no forma parte del alquiler. No se requiere que los inquilinos de unidades subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

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

Recibí una copia de este aviso el _____ (Fecha) _____ (Firma del inquilino)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

Revisado el 23 de septiembre de 2016
 HCDrap201610a SP



P.O. BOX 70243, OAKLAND, CA 94612-2043

房屋與社區發展部

(Department of Housing and Community Development)

租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721

傳真 (510) 238-6181

TDD (510) 238-3254

住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整計劃 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章)，主要針對建於 1983 年以前大多數出租住宅單位。此計劃不適用於受補助單位、多數單家庭住宅、共管公寓和其他部份類型的住宅單位。若要了解哪些單位在本計劃限制範圍內，請聯絡 RAP 辦公室。
- 您有權利向 RAP 提出請願，對超過一般年租金漲幅 (CPI 調漲金額) 的租金調漲提出異議。業主可因以下理由將租金調漲超過 CPI 調整率，但有限制：固定資產改進、營運支出增加，以及遞延年租金調漲 (「累積」調漲)。任何年租金調漲不得超過 10%。若漲幅超過 CPI 調整率，您可要求業主提供租金上漲的書面證明。若業主減少您的住房服務，可視為租金調漲。住房服務減少包括單位狀況出現顯著問題。
- **對租金上漲提出質疑：**如果業主在租期一開始就提供這份租客通知，且：(1) 業主還一併提出租金調漲通知，則您必須在收到租金調整通知後九十 (90) 天內提出請願；(2) 業主沒有一併提出租金調漲通知，則您必須在收到租金調整通知後的 120 天內提出請願。如果業主在租期一開始時沒有提供這份租客通知，您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。如需相關資訊並索取請願書，請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 辦公室親自索取：250 Frank H. Ogawa Plaza, 6th Fl., Oakland；還可上網站取得：
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- 如果您對租金調漲有異議，在您提出請願之前，您仍必須支付質疑的調漲租金。在您正式提出請願後，如果租金調漲通知單中另外陳述了以 CPI 調整率計算的金額，則您必須支付原租金加上 CPI 調漲金額。若通知單中並未另外陳述 CPI 調整率，您可支付在收到租金調漲通知單前所支付的租金。若調漲經核准但您並未支付，您將積欠從調漲生效日期起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊，請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年對每個出租單位向業主收取「租金計劃服務費」(Rent Program Service Fee)。若此費用準時繳納，則業主有權向您收取一半費用。您支付的年費不是租金的一部分。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為，並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)

針對租客的吸煙政策聲明

- 單位 _____ (您有意承租的單位) 「允許」或 不允許 吸煙 (圈選一項)。
- 您所住建築物中的其他單位 「允許」或 不允許 吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位，應附上一張可吸煙單位列表。)
- 本建築物 「有」或 沒有 指定的戶外吸煙區 (圈選一項)。該吸煙區位於 nila 。

我於 _____ 收到本通知書 _____
(日期) (租客簽名)

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.

Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

9/23/16 修訂

HCDrap201610a CH

30 Day Notice of Rent Increase

To: Lydia Brawner ("Resident") and any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises") located at: 532 25th St Apt 3, 3, Oakland, CA 94612

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or Aug 1, 2021, whichever is later, your monthly payment, payable on or before the first day of each month, will be in the amount of \$884.37.

Your new monthly payment total reflects an increase of 7% in the base amount.

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

Jul 13, 2021

Date

Kyle Stephens

Landlord

Kyle Stephens

Owner/Landlord Printed

000064

CITY OF OAKLAND

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



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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking **IS NOT** permitted in Unit 532 25th St Apt 3 Oakland, CA 94612, the unit you intend to rent.
- Smoking **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in tenant’s building, attach a list of units in which smoking is permitted.)
- There **IS NOT** a designated outdoor smoking area. It is located at N/A .

I, Lydia Brawner, received a copy of this notice on Jul 13, 2021.

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17

000065

屋崙(奧克蘭) 市政府



250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
房屋與社區發展部 (Department of Housing and Community Development)
租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721
傳真 (510) 238-6181
CA Relay Service 711

住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整計劃(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調幅,您有權對業主的陳情提出抗辯,但您不需要自己提出陳情。
- **對租金調漲提出抗辯:**您可以租金調漲違法或者住房服務縮為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願。如需相關資訊並索取請願書,請前往房屋協助中心(Housing Assistance Center)的租金調整計劃(RAP)中心親自索取:250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/ohcd/o/RentAdjustment>。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由»)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區(圈選一項)。該吸煙區位於 _____。

我於 _____ (日期) _____ (租客簽名) 收到本通知書

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.

2/24/20 修訂
HCDrap201702b CH

CIUDAD DE OAKLAND

250 Frank Ogawa Plaza, Suite 5313, OAKLAND, CA 94612-2034
Departamento de Desarrollo Comunitario y Vivienda
Programa de Ajustes en el Alquiler



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

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

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

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

- Fumar **NO ESTÁ** permitido en la Vivienda 532 25th St Apt 3 Oakland, CA 94612, la vivienda que usted pretende alquilar.
- Fumar **NO ESTÁ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- **NO HAY** un área designada al aire libre para fumar. Se encuentra en N/A .

Recibí una copia de este aviso el Jul 13, 2021, Lydia Brawner

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Modificado el 10 de febrero de 2017

000067



Apr 13, 2022

Lydia Brawner
532 25th St Apt 3
Oakland, CA, 94612

Dear Lydia Brawner,

It is a pleasure having you as a resident and we hope you are enjoying your home.

Our records indicate that your lease expired on **Aug 31, 2021** and we want to offer you the option to sign a new lease term with Mynd Management.

IMPORTANT: Within 15 days of receiving this letter, please email us at residents@mynd.co and indicate your choice of one of the proposed options below:

Option 1: Lease Term: **12 months** Start: **Sep 1, 2021** End: **Aug 31, 2022**

Monthly Charges	Charge Amount
Base Rent	\$901.17
Total monthly payment	\$901.17

Option 2: Lease Term: **Month to month** Start: **Sep 1, 2022**

Monthly Charges	Charge Amount
Base Rent	\$901.17
Total monthly payment	\$901.17

Vacate Option:

Alternatively, you may move out at the end of the term of your current lease. If you wish to vacate, please email residents@mynd.co and provide your anticipated move-out date with at least 30 days notice.

Thank you for being a valued resident.

Sincerely,

Kyle Stephens

Mynd Management



Apr 13, 2022

Lydia Brawner
532 25th St Apt 3
Oakland, CA, 94612

Dear Lydia Brawner,

It is a pleasure having you as a resident and we hope you are enjoying your home.

Our records indicate that your lease expired on **Aug 31, 2021** and we want to offer you the option to sign a new lease term with Mynd Management.

IMPORTANT: Within 15 days of receiving this letter, please email us at residents@mynd.co and indicate your choice of one of the proposed options below:

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Monthly Charges	Charge Amount
Base Rent	\$901.17
Total monthly payment	\$901.17

Vacate Option:

Alternatively, you may move out at the end of the term of your current lease. If you wish to vacate, please email residents@mynd.co and provide your anticipated move-out date with at least 30 days notice.

Thank you for being a valued resident.

Sincerely,

Kyle Stephens

Mynd Management



REAL ESTATE

March 30, 2015

Kibret Fibert
532 25th Street, apartment 4
Oakland, CA 94612

Notice to Change Terms of Tenancy / Annual Rent Increase

Dear Tenant,

This letter is to notify you that the terms of your tenancy are going to be changed, with respect to your monthly rental amount.

Effective May 1, 2015, your rent will be increased by total of \$30.30 (4%) per banked rents and your new amount due each month will be \$780.30

As a reminder, the City of Oakland has a Residential Rent Arbitration Ordinance (RRAO), which sets forth certain guidelines for Rent increases for rentals within the City.

Attached hereto is the City of Oakland Rent Adjustment Program's Supplement Required with Notice Increasing Rent or Changing Terms of Tenancy. The notice provides you with information regarding allowable rent increases.

If you have any questions regarding this notice, please contact our office at (510) 704-1240 or by email at accounting@sgrealestateco.com. Thank you for your continued tenancy.

Kind Regards,

SG Real Estate

Property Management for 532 25th Street

SG Real Estate, Inc.

ADDRESS: 1625 Shattuck Avenue, Suite 102, Berkeley, CA 94709
PHONE: 510-704-1240 | FAX: 510-704-1255 | WEB: sgrealestateco.com

000070

CITY OF OAKLAND



Department of Housing and Community Development
Rent Adjustment Program

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

532 25th Street

Initial move-in date	1-Feb-2013		Case No.:	
Effective date of increase	1-May-2015		Unit: #4	
Rent charged before increase	\$750			
Prior cap. imp. pass-through				
Date calculation begins	1-Feb-2013			
Base rent when calc. begins	\$750			

If the planned increase includes other than banking put an X in the box →

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
2/1/15				1.9%	\$ 14.55	\$ 780.30
2/1/14				2.1%	\$ 15.75	\$ 765.75
2/1/13				-	-	\$750

Calculation of Limit on Increase

Prior base rent	\$750.00
Banking limit this year (3 x current CPI and not more than 10%)	5.7%
Banking available this year	\$ 30.30
Banking this year + base rent	\$ 780.30
Prior capital improvements recovery.	\$ -
Rent ceiling w/o other increases	\$ 780.30

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.



CITY OF OAKLAND

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

Community and Economic Development Agency
Rent Adjustment Program

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

3/30/2015

NOTICE TO TENANTS OF RESIDENTIAL RENT ADJUSTMENT PROGRAM

- The City of Oakland has a Residential Rent Adjustment Program ("RAP") (Chapter 8.22 of the Oakland Municipal Code) that covers most residential rental units built before 1983. It does not apply to units rented under section 8, most single family dwellings and condominiums and some other types of units. For more information on which units are covered, call the RAP office. This Program limits rent increases and some changes in terms of tenancy for covered residential rental property in Oakland.
You have a right to file a petition with the RAP to contest a rent increase that is greater than the annual general rent increase (the CPI increase). A landlord can increase rent more than the CPI rate, but with some limits, for: capital improvements, operating expense increases, debt service, and deferred annual rent increases. You can also complain about other violations of the Rent Adjustment Ordinance. The landlord must provide you with a written summary of the reasons for any increase greater than the CPI rate if you request one in writing.
If there is a decrease in the housing services provided to you, this may be considered an increase in your rent. A decrease in housing service includes substantial problems with the condition of a unit.
To contest a rent increase, you must file a petition with the RAP using the Rent Program's form, within sixty (60) days after first receiving written notice of the RAP or within sixty (60) days of receiving a notice of rent increase or change in terms of tenancy, whichever is later. You can obtain information and the petition forms from the Rent Adjustment Program office or online at http://www.oaklandnet.com/government/hcd/rentboard/tenant.html
If you contest a rent increase, you must pay your rent, with the contested increase, until you file a petition. After you file your petition, you may pay only the portion of the increase due to the CPI Rent Adjustment percentage if the CPI increase amount has been stated on the notice of rent increase. If it has not been stated separately, you may pay only the rent you were paying before the notice of rent increase. If the increase is approved and you did not pay the increase as noticed, you will owe the amount of the increase retroactive to the date it would have been effective under the notice.
Eviction controls are in effect in the City of Oakland (the Just Cause for Eviction Ordinance, O.M.C. 8.22.200, et seq.). You cannot be arbitrarily evicted if your rental unit is covered by the Just Cause for Eviction Ordinance. For more information call the Rent Adjustment Office.

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

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

TENANTS' SMOKING POLICY DISCLOSURE

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

I received a copy of this notice on _____

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

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Baun Thoang Baun queyan loii cuua ngoooi thuea trong Oakland naoy cuong cou baeng tieang Vieat. Nea cou moät baun sao, xin goii (510) 238-3721.

Proof of Service

I, the undersigned, being at least eighteen years of age, served this notice, of which this is a true copy, on
Kibret Fisseha _____, one of the Tenants listed above, as follows:

- On _____, 20_____ I delivered the notice to the Tenant personally.
- On _____, 20_____ I delivered the notice to a person of suitable age and discretion at the Premises after having attempted personal service at the Premises. On _____, 20_____ I mailed a second copy to the Tenant at the Premises.
- On _____, 20_____ I posted the notice in a conspicuous place at the Premises, after attempting personal service at Premises, and after having been unable to find there a person of suitable age and discretion. On _____, 20.17_____ I mailed a second copy to the Tenant at the Premises.

*Notice of Change in Monthly Rent was mailed 36 days or more prior to effective date.

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

Date

Signed



30 Day Notice of Change of Monthly Rent

To Kibret Fisseha (Resident) for the

(And all other occupants in possession)

premises located at: 532 25th St

(Address)

Unit 4, (if applicable) Oakland, California 94612

(City)

(Zip)

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or April 1, 2019, whichever is later, your monthly rent is payable in advance on or before the

(Date)

1st day of each month, will be the sum of \$ 856.21, instead of \$ 828.06, the current monthly rent.

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

02/27/2019
Date

Janette Miles
Owner/Agent



CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

- Smoking (circle one) IS or IS NOT permitted in Unit ____, 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 n/a.

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.



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

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

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

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos de renta (Capítulo 8.22 del Código Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en renta construidas antes de 1983. No aplica para unidades subsidiadas, la mayoría de las viviendas de una sola familia, condominios y algunos otros tipos de unidades. Para más información sobre las unidades cubiertas, contacte a la oficina de RAP.
- Usted tiene derecho a presentar una petición con RAP para impugnar un aumento de alquiler que sea mayor al ajuste anual del Índice de Precios al Consumidor (Consumer Price Index, CPI). Un propietario puede realizar un aumento en la renta mayor al índice CPI, pero con límites, para: mejoras de capital, aumentos en los gastos operativos y aumento anual diferido de renta (“bancario”). Ningún aumento anual a la renta podrá exceder el 10%. Si usted lo solicita, el propietario deberá proporcionarle un resumen por escrito de las razones para cualquier aumento que supere la tasa del CPI. Si el propietario disminuye sus servicios de vivienda, esto podrá ser un aumento en su renta. Las disminuciones en los servicios de vivienda incluyen problemas sustanciales con las condiciones de una unidad.
- **Cómo disputar un aumento de renta:** Si el propietario entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud: (1) en un plazo de (90) días a partir de la fecha del aviso de aumento de renta si el propietario también proporcionó este Aviso a los Inquilinos con la notificación del aumento de la renta; o (2) en un plazo de 120 días a partir de la fecha de recepción del aviso de aumento de renta si este Aviso a los Inquilinos no fue entregado con la notificación de aumento de la renta. Si el propietario no entregó este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deberá presentar una solicitud en un plazo de (90) días a partir de la fecha en que recibió por primera vez este Aviso a los Inquilinos. Encontrará información y formularios disponibles en la oficina RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6th Fl, Oakland, también puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- Si usted impugna un aumento de renta, debe pagar su renta con el aumento impugnado hasta que presente la petición. Una vez que haya presentado su petición, si el aumento de renta refleja el monto de la tasa CPI de manera separada, usted debe pagar su renta más el incremento CPI. Si la tasa CPI no ha sido reflejada por separado, usted podrá pagar la renta que pagaba antes del aviso de aumento de renta. Si el aumento es aprobado y usted no lo pagó, adeudará la suma del incremento retroactivo a la fecha efectiva del aumento.
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las unidades cubiertas. Para más información contacte la oficina RAP.
- Oakland cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por unidad al año. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. Su pago por la tarifa anual no forma parte del alquiler. No se requiere que los inquilinos de unidades subsidiadas paguen la porción del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protección al Inquilino (Tenant Protection Ordinance, TPO) para impedir comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido víctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

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

Recibí una copia de este aviso el _____ (Fecha) _____ (Firma del inquilino)

此份屋崙(奧克蘭)市租客權利通知書附有中文版本。請致電(510)238-3721 索取副本。
 La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.
 Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

Revisado el 23 de septiembre de 2016
 HCDrap201610a SP



P.O. BOX 70243, OAKLAND, CA 94612-2043
 房屋與社區發展部
 (Department of Housing and Community Development)
 租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721
 傳真 (510) 238-6181
 TDD (510) 238-3254

住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整計劃 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章)，主要針對建於 1983 年以前大多數出租住宅單位。此計劃不適用於受補助單位、多數單家庭住宅、共管公寓和其他部份類型的住宅單位。若要了解哪些單位在本計劃限制範圍內，請聯絡 RAP 辦公室。
- 您有權利向 RAP 提出請願，對超過一般年租金漲幅 (CPI 調漲金額) 的租金調漲提出異議。業主可因以下理由將租金調漲超過 CPI 調整率，但有限制：固定資產改進、營運支出增加，以及遞延年租金調漲 (「累積」調漲)。任何年租金調漲不得超過 10%。若漲幅超過 CPI 調整率，您可要求業主提供租金上漲的書面證明。若業主減少您的住房服務，可視為租金調漲。住房服務減少包括單位狀況出現顯著問題。
- **對租金上漲提出質疑：**如果業主在租期一開始就提供這份租客通知，且：(1) 業主還一併提出租金調漲通知，則您必須在收到租金調整通知後九十 (90) 天內提出請願；(2) 業主沒有一併提出租金調漲通知，則您必須在收到租金調整通知後的 120 天內提出請願。如果業主在租期一開始時沒有提供這份租客通知，您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。如需相關資訊並索取請願書，請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 辦公室親自索取：250 Frank H. Ogawa Plaza, 6th Fl., Oakland；還可上網站取得：
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>
- 如果您對租金調漲有異議，在您提出請願之前，您仍必須支付質疑的調漲租金。在您正式提出請願後，如果租金調漲通知單中另外陳述了以 CPI 調整率計算的金額，則您必須支付原租金加上 CPI 調漲金額。若通知單中並未另外陳述 CPI 調整率，您可支付在收到租金調漲通知單前所支付的租金。若調漲經核准但您並未支付，您將積欠從調漲生效日期起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊，請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年對每個出租單位向業主收取「租金計劃服務費」(Rent Program Service Fee)。若此費用準時繳納，則業主有權向您收取一半費用。您支付的年費不是租金的一部分。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為，並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)

針對租客的吸煙政策聲明

- 單位 _____ (您有意承租的單位) 「允許」或 不允許 吸煙 (圈選一項)。
- 您所住建築物中的其他單位 「允許」或 不允許 吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位，應附上一張可吸煙單位列表。)
- 本建築物 「有」或 沒有 指定的戶外吸煙區 (圈選一項)。該吸煙區位於 nila 。

我於 _____ 收到本通知書 _____
 (日期) (租客簽名)

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.
 Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có bản tiếng Việt, xin gọi (510) 238-3721.

30 Day Notice of Rent Increase

To: Kibret Fisseha ("Resident") and any other known or unknown Resident(s) or other occupants in possession of the rental premises ("Premises") located at: 532 25th St Apt 4 , Apt 4 , City Oakland , CA Zip: 94612

NOTICE IS HEREBY GIVEN, in accordance with Civil Code Section 827, that thirty (30) days after service upon you of this Notice, or Apr 1, 2020 , whichever is later, your monthly rent is payable in advance on or before the first day of each month, will be the sum of \$886.17 instead of \$856.21 , the current monthly rent.

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

Janette Miles

Feb 29, 2020

Date

Landlord

Janette Miles

Owner/Landlord Printed

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



CITY OF OAKLAND
TEL (510) 238-3721
FAX (510) 238-6181
TDD (510) 238-3254

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

- Oakland has a Rent Adjustment Program (â€œRAPâ€) that limits rent increases (Chapter 8.22 of the Oakland Municipal Code) and covers most residential rental units built before 1983. For more information on which units are covered, contact the RAP office.
- Starting on February 1, 2017, an owner must petition the RAP for any rent increase that is more than the annual general rent increase (â€œCPI increaseâ€) or allowed â€œbankedâ€ rent increases. These include capital improvements and operating expense increases. For these types of rent increases, the owner may raise your rent only after a hearing officer has approved the increase. No annual rent increase may exceed 10%. You have a right to contest the proposed rent increase by responding to the ownerâ€™s petition. You do not have to file your own petition.
- **Contesting a Rent Increase:** You can file a petition with the RAP to contest unlawful rent increases or decreased housing services. To contest a rent increase, you must file a petition (1) within ninety (90) days of the notice of rent increase if the owner also provided this Notice to Tenants with the notice of rent increase; or (2) within 120 days of the notice of rent increase if this Notice to Tenants was not given with the notice of rent increase. If the owner did not give this Notice to Tenants at the beginning of your tenancy, you must file a petition within ninety (90) days of first receiving this Notice to Tenants. Information and the petition forms are available from the RAP drop-in office at the Housing Assistance Center: 250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.

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- If you contest a rent increase, you must pay your rent with the contested increase until you file a petition. If the increase is approved and you did not pay the increase, you will owe the amount of the increase retroactive to the effective date of increase.
- Oakland has eviction controls (the Just Cause for Eviction Ordinance and Regulations, O.M.C. 8.22) which limit the grounds for evictions in covered units. For more information contact the RAP office.
- Oakland charges owners a Rent Program Service Fee per unit per year. If the fee is paid on time, the owner is entitled to get half of the fee from you. Tenants in subsidized units are not required to pay the tenant portion of the fee.
- Oakland has a Tenant Protection Ordinance (â€œTPOâ€) to deter harassing behaviors by landlords and to give tenants legal recourse in instances where they are subjected to harassing behavior by landlords (O.M.C. 8.22.600. (City Council Ordinance No. 13265 C.M.S.)
- The owner Mynd Management, Inc., as Agent is permitted to set the initial rent on this unit without limitations (such as pursuant to the Costa-Hawkins Act). If the owner is not permitted to set the initial rent without limitation, the rent in effect when the prior tenant vacated was _____

TENANTSâ€™ SMOKING POLICY DISCLOSURE

- Smoking **IS NOT** permitted at 532 25th St Apt 4 Apt 4 Oakland, CA 94612, the unit you intend to rent.
- Smoking **IS NOT** permitted in other units of your building. (If both smoking and non-smoking units exist in tenantâ€™s building, attach a list of units in which smoking is permitted.)
- There **IS NOT** a designated outdoor smoking area. It is located at _____.

I, {data.leaseSignersFullNames}, received a copy of this notice on Feb 29, 2020.

La Notificaci3n del Derecho del Inquilino est4 disponible en espaol. Si desea una copia, llame al (510) 238-3721.

Revised 2/10/17



住宅租金調整計劃的租客通知書

- 屋崙 (奧克蘭) 市的租金調整計劃 (RAP) 旨在限制租金調漲 (屋崙 (奧克蘭) 市政法規 8.22 章), 主要針對建於 1983 年以前大多數出租住宅單位。此計劃不適用於受補助單位、多數單家庭住宅、共管公寓和其他部份類型的住宅單位。若要了解哪些單位在本計劃限制範圍內, 請聯絡 RAP 辦公室。
- 您有權利向 RAP 提出請願, 對超過一般年租金漲幅 (CPI 調漲金額) 的租金調漲提出異議。業主可因以下理由將租金調漲超過 CPI 調整率, 但有限制: 固定資產改進、營運支出增加, 以及遞延年租金調漲 (「累積」調漲)。任何年租金調漲不得超過 10%。若漲幅超過 CPI 調整率, 您可要求業主提供租金上漲的書面證明。若業主減少您的住房服務, 可視為租金調漲。住房服務減少包括單位狀況出現顯著問題。
- 對租金上漲提出質疑:** 如果業主在租期一開始就提供這份租客通知, 且: (1) 業主還一併提出租金調漲通知, 則您必須在收到租金調整通知後九十 (90) 天內提出請願; (2) 業主沒有一併提出租金調漲通知, 則您必須在收到租金調整通知後的 120 天內提出請願。如果業主在租期一開始時沒有提供這份租客通知, 您就必須在第一次收到這份租客通知後的九十 (90) 天內提出請願。如需相關資訊並索取請願書, 請前往房屋協助中心 (Housing Assistance Center) 的租金調整計劃 (RAP) 辦公室親自索取: 250 Frank H. Ogawa Plaza, 6th Fl., Oakland; 還可上網站取得: <http://www2.oaklandnet.com/Government/hcd/o/RentAdjustment>
- 如果您對租金調漲有異議, 在您提出請願之前, 您仍必須支付質疑的調漲租金。在您正式提出請願後, 如果租金調漲通知單中另外陳述了以 CPI 調整率計算的金額, 則您必須支付原租金加上 CPI 調漲金額。若通知單中並未另外陳述 CPI 調整率, 您可支付在收到租金調漲通知單前所支付的租金。若調漲經核准但您並未支付, 您將積欠從調漲生效日期起的調漲金額。
- 屋崙 (奧克蘭) 市的驅逐管制規則 (屋崙 (奧克蘭) 市政法規 8.22 中的「驅逐正當理由」) 對所管制單位的驅逐理由設有限制。若要瞭解更多資訊, 請聯絡 RAP 辦公室。
- 屋崙 (奧克蘭) 市政府每年對每個出租單位向業主收取「租金計劃服務費」(Rent Program Service Fee)。若此費用準時繳納, 則業主有權向您收取一半費用。您支付的年費不是租金的一部分。受補助單位的租客無需支付該費用的租客部分。
- 屋崙 (奧克蘭) 市的租客保護法令 (Tenant Protection Ordinance, TPO) 旨在遏阻房東的騷擾行為, 並且在租客受房東騷擾的情況下賦予租客法律追索權 (屋崙 (奧克蘭) 市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)

針對租客的吸煙政策聲明

- 單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙 (圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙 (圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位, 應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區 (圈選一項)。該吸煙區位於 _____。

我於 _____ 收到本通知書 _____
 (日期) (租客簽名)

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.
 Bản Thông Báo quyền lợi của người thuê trong Oakland này cũng có bản tiếng Việt. Để có văn bản tiếng Việt, xin gọi (510) 238-3721.

9/23/16 修訂
 HCDrap201610a CH

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



CITY OF OAKLAND
 TEL (510) 238-3721
 FAX (510) 238-6181
 TDD (510) 238-3254

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

- Oakland tiene un Programa de Ajustes en el Alquiler (Rent Adjustment Program, RAP) que limita los aumentos en el alquiler (Capítulo 8.22 del Codigo Municipal de Oakland) y cubre a la mayoría de las unidades residenciales en alquiler construidas antes de 1983. Para más información sobre las viviendas cubiertas, contacte a la oficina del RAP.
- A partir del 1o de febrero de 2017, un propietario debe presentar una petición ante el RAP para todo aumento en el alquiler que sea mayor que el aumento general anual en el alquiler (aumentación CPI) o permitido que los aumentos en el alquiler sean «invertidos». Estos incluyen mejoras de capital y aumentos en los gastos operativos. En lo que respecta a este tipo de aumentos, el propietario puede aumentar su alquiler sólo después de que un funcionario de audiencia haya autorizado el incremento. Ningún aumento anual en el alquiler

podr  exceder el 10%. Usted tiene derecho a disputar el aumento en el alquiler propuesto respondi ndole a la petici n del propietario. No es indispensable que usted presente su propia petici n.

- **C mo disputar un aumento en el alquiler:** Puede presentar una petici n ante el RAP para disputar aumentos il citos en el alquiler o la disminuci n de servicios en la vivienda. Para disputar el aumento en el alquiler, debe presentar una petici n (1) en un plazo de (90) d as a partir de la fecha del aviso de aumento en el alquiler si el propietario tambi n proporcion  este Aviso a los Inquilinos con la notificaci n del aumento en el alquiler; o (2) en un plazo de 120 d as a partir de la fecha de recepci n del aviso de aumento en el alquiler si este Aviso a los Inquilinos no fue entregado con la notificaci n de aumento en el alquiler. Si el propietario no entreg  este Aviso a los Inquilinos al inicio del periodo de arrendamiento, deber  presentar una solicitud en un plazo de (90) d as a partir de la fecha en que recib  por primera vez este Aviso a los Inquilinos. Encontrar  informaci n y formularios disponibles en la oficina del RAP en el Centro de Asistencia de Vivienda: 250 Frank H. Ogawa Plaza, 6o Piso, Oakland; tambi n puede visitar: <http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>.
- Si usted disputa un aumento en el alquiler, debe pagar su alquiler con el aumento disputado hasta que presente la petici n. Si el aumento es aprobado y usted no lo pag , adeudar  la suma del incremento retroactivo a la fecha de inicio de vigencia del aumento
- Oakland tiene controles de desalojo (Ordenanza de Desalojo por Causa Justa y Reglamentos, O.M.C. 8.22) que limitan los motivos de desalojo en las viviendas cubiertas. Para m s informaci n contacte la oficina RAP.
- Oakland les cobra a los propietarios una Tarifa de Servicio del Programa de Alquiler (Rent Program Service Fee) por vivienda al a o. Si la tarifa se paga a tiempo, el propietario tiene derecho a cobrar la mitad del costo de esta tarifa al inquilino. No se requiere que los inquilinos de viviendas subsidiadas paguen la porci n del inquilino de la tarifa.
- Oakland posee una Ordenanza de Protecci n al Inquilino (Tenant Protection Ordinance, TPO) para impedir el comportamiento abusivo por parte de propietarios y para ofrecerles a los inquilinos recursos legales en instancias donde han sido v ctimas de comportamiento abusivo por parte de propietarios (O.M.C. 8.22.600). (Ordenanza del Concejo Municipal No. 13265 C.M.S.)
- El propietario Mynd Management, Inc., as Agente tiene permitido establecer el alquiler inicial de esta vivienda sin limitaciones (por ejemplo, de conformidad con la Ley Costa-Hawkins). Si el propietario no tiene permitido establecer el alquiler inicial sin limitaciones, el alquiler vigente cuando el inquilino anterior desaloj  la vivienda era de _____.

INFORMACI N A LOS INQUILINOS SOBRE LAS POLI TICAS PARA FUMADORES

- Fumar **NO EST ** permitido en la Vivienda 532 25th St Apt 4 Apt 4 Oakland, CA 94612, a vivienda que usted pretende alquilar.
- Fumar **NO EST ** permitido en otras viviendas de su edificio. (Si hay disponibilidad de ambas viviendas, fumador y no fumador, en el edificio del inquilino, adjunte una lista de las viviendas en donde se permite fumar.)
- **NO HAY** un  rea designada al aire libre para fumar. Se encuentra en _____.

Recibi  una copia de este aviso el Feb 29, 2020

{data.leaseSignersFullNames}

La Notificaci n del Derecho del Inquilino est  disponible en espa ol. Si desea una copia, llame al (510) 238-3721.

Modificado el 10 de febrero de 2017

CHRONOLOGICAL CASE REPORT

Case No.: T19-0272 & T19-0325

Case Name: Jeffers v. BD Opportunity 1 LP

Property Address: 7123 Holly Street, Oakland, CA 94621

Parties: Colleen Jeffers (Tenant)
David Hall (Tenant Representative)
BD Opportunity 1 LP (Owner)
Nevin Iwatsuru (Property Manager)
Helen Grayce Long (Owner Representative)

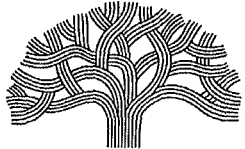
OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed (T19-0272)	April 29, 2019
Tenant Petition filed (T19-0325)	June 24, 2019
Property Manager Submission	August 28, 2019
Property Owner Response filed (T19-0272)	September 9, 2019
Hearing Date (T19-0272 & T19-0325)	November 7, 2019
Hearing Decision mailed	January 23, 2020
Owner Appeal filed	February 10, 2020

Appeal Hearing Date	September 10, 2020
Appeal Decision mailed	December 7, 2020
Tenant Evidence Packet	August 4, 2021
Remand Decision Date	August 9, 2021
Owner Appeal filed	August 12, 2021
Remand Decision Emailed	August 16, 2021
Appeal Hearing Date	February 24, 2022
Appeal Decision mailed	March 14, 2022
Remand Decision mailed	January 31, 2023
Owner Appeal filed	February 13, 2023

T19-0272 KM/EL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	2019 APR 29 PM 2:17 TENANT PETITION
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Colleen Jeffers	Rental Address (with zip code) 7123 Holly St #1 Oakland, CA 94621	Telephone: 510-917-2839
		E-mail: jeffers_colleen@yahoo.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) BD Opportunity 1 LP	Mailing Address (with zip code) 3340 Woodside Terrace Fremont, CA 94539	Telephone: Email:
Property Manager or Management Co. (if applicable) Pama Management	Mailing Address (with zip code) 4900 Santa Anita Ave, Suite 2C El Monte, CA 91731	Telephone: 626-575-3070 Email:

Number of units on the property: 6

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

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

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

<input checked="" type="checkbox"/>	(a) The CPI and/or banked rent increase notice I was given was calculated incorrec ⁴
<input checked="" type="checkbox"/>	(b) The increase(s) exceed(s) the CPI Adjustment and is (are) unjustified or is (are)
<input checked="" type="checkbox"/>	(c) I received a rent increase notice before the property owner received approval fr Program for such an increase and the rent increase exceeds the CPI Adjustment and

Rev. 2/10/17

For more information phone (510) 238-3721.

Petition prepared by Centro Legal de la Raza

TENANT 000084 PETITION

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

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

Date you moved into the Unit: 2/2013 Initial Rent: \$ 950 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Never. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
3/9/2019	4/1/2019	\$ 951.39	\$ 1046.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9/2019	10/1/2017	\$ 930.00	\$ 951.39	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T16-0526

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Callie Jeff
Tenant's Signature

4-29-2019
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

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

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

**NOTICE OF CHANGE IN TERMS OF
TENANCY
(Rent Increase)**

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
Phone: (626) 575-3070
FAX: (626) 575-7817
FAX: (626) 575-3084

Resident(s): COLLEEN JEFFERS- and all others in possession of:
Premises: 7123 HOLLY ST #1
OAKLAND, CA 94621

TO RESIDENT(S):

PLEASE TAKE NOTICE that the terms of your month-to month tenancy of the above-described premises are changed in the following respects, as indicated by the Check mark on the line (s) before the applicable paragraph (s)

Rent Increase of 10% or less-

Old Rental Amount \$ 951.39
New Rental Amount \$ 1046

Effective Date: April 1, 2019

Rent Due Date: 1st day of each calendar month

(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months does not increase the rent by a cumulative amount over 10%, this rent increase notice will be effective in 30 days if personally served upon you or 35 days if served by mail in accordance with Code of Civil Procedure 1013)

Rent Increase over 10%-

Old Rental Amount
New Rental Amount

Effective Date:

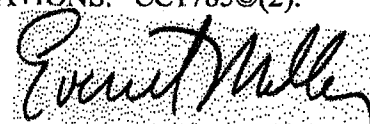
Rent Due Date: 1st day of each calendar month.

(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months has been increased by a cumulative amount over 10%, this rent increase notice will be effective in 60 days if personally served upon you or 65 days if served by mail in accordance with Code of Civil Procedure 1013)

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

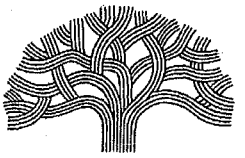
“AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS.” CC1785©(2).

Date: February 17, 2019



Landlord

T19-0325 KM/EL

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	RECEIVED <small>for date stamp</small> JUN 24 2019 RENT ADJUSTMENT PROGRAM OAKLAND TENANT PETITION
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Please Fill Out This Form As Completely As You Can. Failure to provide needed information may result in your petition being rejected or delayed.

Please print legibly

Your Name Colleen Jeffers	Rental Address (with zip code) 7123 Holly St #1 Oakland, CA 94621	Telephone: 510-917-2839 E-mail: jeffers_colleen@yahoo.com
Your Representative's Name	Mailing Address (with zip code)	Telephone: Email:
Property Owner(s) name(s) BD Opportunity 1 LP	Mailing Address (with zip code) 3340 Woodside Terrace Fremont, CA 94539	Telephone: Email:
Property Manager or Management Co. (if applicable) Pama Management	Mailing Address (with zip code) 4900 Santa Anita Ave, Suite 2C El Monte, CA 91731	Telephone: 626-575-3070 Email:

Number of units on the property: 6

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

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

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

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

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

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

Date you moved into the Unit: 2/2013 Initial Rent: \$ 950 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: Never. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
5/15/2019	7/1/2019	\$ 951.39	\$ 1018.16	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
3/9/2019	4/1/2019	\$ 951.39	\$ 1046.00	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9/2017	10/1/2017	\$ 930.00	\$ 951.39	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
- No

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

I filed a petition on 5/29/2019, T16-0526

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

Collie Jeff
Tenant's Signature

5-30-2019
Date

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

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

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

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

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

Tenant's Signature

Date

VI. IMPORTANT INFORMATION:

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

File Review

Your property owner(s) will be required to file a response to this petition within 35 days of notification by the Rent Adjustment Program. You will be sent a copy of the Property Owner's Response. The petition and attachments to the petition can be found by logging into the RAP Online Petitioning System and accessing your case once this system is available. If you would like to review the attachments in person, please call the Rent Adjustment Program office at (510) 238-3721 to make an appointment.

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

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

Tenant Petitioner
Colleen Jeffers
7123 Holly Street #1
Oakland, CA 94621

Addendum A- Decreases in Services and Bad Conditions

The bad conditions and decreases of service I am experiencing are enumerated in the tenant petition I filed on April 29, 2019.

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
01998265

26 August, 2019

City of Oakland Rent Adjust Program
Keith Mason
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034

RECEIVED

AUG 28 2019

**RENT ADJUSTMENT PROGRAM
OAKLAND**

RE: Case No T19-0272 Jeffers v BD Opportunity 1 LP

Dear Mr. Mason,

Enclosed are documents being mailed to Ms. Colleen Jeffers (tenant) for a new rent increase effective October 1, 2019. The previous rent increase, which is being petitioned by the tenant, has been rescinded.

Please inform us what needs to be done to formally rescind the rent increase being petitioned, case no T19-0272.

You may contact us at 626-575-3070 x226 or email (preferred) nevin@pamamgt.com

Thank you



Pama Management

000094

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

Colleen Jeffers
7123 Holly St
Oakland, CA 94621

RE: New Rental Increase

Dear Ms. Jeffers:

Enclosed with this letter is a new rental increase that takes effect on October 1, 2019. The previous increase that was proposed for July 1, 2019 is rescinded. Also included is the Notice to Tenants of the Residential Rent Adjustment Program

This new increase utilizes banking for a deferred CPI limited rent increase that was not given in 2018. The city form which calculates banking titled Calculation of Deferred CPI Increases (Banking) is included. Please note, the move-in date is not relevant, the new effective date was October 1, 2017.

Approval from the City of Oakland is not needed to increase rent based on banking. A copy of this rule is included.

A representative of Pama Management should be scheduling a date to inspect your unit to assess the condition. If any repairs or maintenance items are needed, please inform the representative.

If you have any questions or inquiries, please contact us at 626-575-3070 x226 or email Nevin@pamamgt.com

Thank you



Pama Management

000095

PAMA MANAGEMENT INC.

NOTICE OF CHANGE IN TERMS OF TENANCY (Rent Increase)

4900 SANTA ANITA AVE, SUITE 2C
EL MONTE, CA, 91731
Phone: (626) 575-3070
FAX: (626) 575-7817
FAX: (626) 575 3084

Resident(s): COLLEEN JEFFERS and all others in possession of:
Premises: 7123 HOLLY ST #1
Oakland CA 94621

TO RESIDENT(S):

PLEASE TAKE NOTICE that the terms of your of tenancy of the above-described premises are changed in the following respects, as indicated by the Check mark on the line(s) before the applicable paragraph(s)

Rent Increase of 10% or less -
Account #: 3021-0001-1
Old Rental Amount: \$951.39
New Rental Amount: \$1,018.16

Rent Due Date: 1st day of each calendar month Effective Date: October 1, 2019
(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months does not increase rent by a cumulative amount over 10%, this rent increase notice will be effective in 30 days if personally served upon you or 35 days if served by mail in accordance with Code of Civil Procedure 1013)

Rent Increase over 10% or more -
Account #:
Old Rental Amount:
New Rental Amount:

Rent Due Date: 1st day of each calendar month Effective Date:
(Pursuant to California Civil Code 827: If this rent increase plus all rent increases during the prior 12 months does increase rent by a cumulative amount over 10%, this rent increase notice will be effective in 60 days if personally served upon you or 65 days if served by mail in accordance with Code of Civil Procedure 1013)

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

"AS REQUIRED BY LAW, YOU ARE HEREBY NOTIFIED THAT A NEGATIVE CREDIT REPORT REFLECTING ON YOUR CREDIT REPORT REFLECTING ON YOUR CREDIT RECORD MAY BE SUBMITTED TO A CREDIT REPORTING AGENCY IF YOU FAIL TO FULFILL THE TERMS OF YOUR CREDIT OBLIGATIONS." CC1785(2).

Date: Aug 26, 2019



Landlord Signature

000096

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.

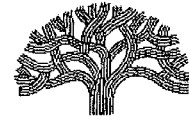


P.O. BOX 70243, OAKLAND, CA 94612-2043
 Departamento de Desarrollo Comunitario y Vivienda
 Programa de Ajustes en el Alquiler

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

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

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



P.O. BOX 70243, OAKLAND, CA 94612-2043

房屋與社區發展部 (Department of Housing and Community Development)

租金調整計劃 (Rent Adjustment Program)

電話 (510) 238-3721

傳真 (510) 238-6181

TDD (510) 238-3254

住宅租金調整計劃的租客通知書

- 屋崙(奧克蘭)市的租金調整計劃(RAP)旨在限制租金調漲(屋崙(奧克蘭)市政法規 8.22 章),且主要是針對建於 1983 年以前大多數的出租住宅單位。若要了解哪些單位在本計劃限制範圍內,請聯絡 RAP 辦事處。
- 從 2017 年 2 月 1 日起,如果租金調漲幅度超出一般租金年漲幅(「CPI 漲幅」)或允許的「調整存放」漲幅,業主就必須向 RAP 陳情。調漲原因可包括固定資產整修和營運支出增加。對於這些類型的租金調漲方案,業主必須在聽證官同意調漲後才能提高您的租金。任何租金年漲幅不得超過 10%。如果不同意建議的租金調幅,您有權對業主的陳情提出抗辯,但您不需要自己提出陳情。
- **對租金調漲提出抗辯:** 您可以租金調漲違法或者住房服務縮為由,向 RAP 陳情抗辯。如果您要對租金調漲提出抗辯,(1)且業主隨同這份「租客通知」一併提供租金調漲通知,則您必須在收到租金調漲通知後九十(90)天內提出陳情;(2)但業主未隨這份「租客通知」提供租金調漲通知,則您必須在收到租金調整通知後的 120 天內提出陳情。如果業主在租期一開始時沒有提供這份租客通知,您就必須在第一次收到這份租客通知後的九十(90)天內提出請願。如需相關資訊並索取請願書,請前往房屋協助中心(Housing Assistance Center)的租金調整計劃(RAP)中心親自索取:250 Frank H. Ogawa Plaza, 6th Floor, Oakland and at:
<http://www2.oaklandnet.com/Government/o/hcd/o/RentAdjustment>。
- 如果您對租金調漲有異議,在提出陳情之前,您仍必須支付所要抗辯的調漲租金。若調漲金額獲准但您並未支付,您將積欠從調漲生效日期算起的調漲金額。
- 屋崙(奧克蘭)市的驅逐管制規則(屋崙(奧克蘭)市政法規 8.22 中的「驅逐正當理由»)對所管制單位的驅逐理由設有限制。若要瞭解更多資訊,請聯絡 RAP 辦公室。
- 屋崙(奧克蘭)市政府每年會向業主收取每個出租單位的「租金計劃服務費」(Rent Program Service Fee)。若業主準時支付這筆費用,就有權向您收取一半費用。受補助單位的租客無需支付該費用的租客部分。
- 屋崙(奧克蘭)市的租客保護法令(Tenant Protection Ordinance, TPO)旨在遏阻房東的騷擾行為,並且在租客受房東騷擾的情況下賦予租客法律追索權(屋崙(奧克蘭)市政法規 8.22.600)。(市議會條例 13265 號 C.M.S.)
- 業主 ___ 得以 ___ 不得對本單位設下毫無限制的起租租金(例如根據 Costa-Hawkins 法案規定)。如果業主不得設下毫無限制的起租租金,則前任房客遷出後生效的租金是 _____。

針對租客的吸煙政策聲明

- 住房單位 _____ (您有意承租的單位)「允許」或「不允許」吸煙(圈選一項)。
- 您所住建築物中的其他單位「允許」或「不允許」吸煙(圈選一項)。(若租客所住的建築物中同時包含可吸煙和不可吸煙的單位,應附上一張可吸煙單位列表。)
- 本建築物「有」或「沒有」指定的戶外吸煙區(圈選一項)。該吸煙區位於 _____。

我於 _____ 收到本通知書
(日期) (租客簽名)

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.

CITY OF OAKLAND



Department of Housing and Community Development
 Rent Adjustment Program
<http://rapwp.oaklandnet.com/about/rap/>

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

CALCULATION OF DEFERRED CPI INCREASES (BANKING)

Initial move-in date	1-Oct-2017	MUST FILL IN D9, D10, D11 and D14	Case No.:		CHANGE YELLOW CELLS ONLY
Effective date of increase	1-Oct-2019		Unit:		
Current rent (before increase and without prior cap. improve pass-through)	\$951.59				
Prior cap. imp. pass-through	\$ -				
Date calculation begins	1-Oct-2017				
Base rent when calc. begins	\$951				

ANNUAL INCREASES TABLE

Year Ending	Debt Serv. or Fair Return increase	Housing Serv. Costs increase	Base Rent Reduction	Annual %	CPI Increase	Rent Ceiling
10/1/2019				3.5%	\$ 34.43	\$ 1,018.17
10/1/2018				3.4%	\$ 32.35	\$ 983.74
10/1/2017				-	-	\$951

Calculation of Limit on Increase

Prior base rent	\$951.59
Banking limit this year (3 x current CPI and not more than 10%)	10.0%
Banking available this year	\$ 66.58
Banking this year + base rent	\$ 1,018.17
Prior capital improvements recovery	\$ -
Rent ceiling w/o other new increases	\$ 1,018.17

Notes:

1. You cannot use banked rent increases after 10 years.
2. CPI increases are calculated on the base rent only, excluding capital improvement pass-throughs.
3. The banking limit is calculated on the last rent paid, excluding capital improvement pass-throughs.
4. Debt Service and Fair Return increases include all past annual CPI adjustments.
5. An Increased Housing Service Cost increase takes the place of the current year's CPI adjustment.
6. Past increases for unspecified reasons are presumed to be for banking.
7. Banked annual increases are compounded.
8. The current CPI is not included in "Banking", but it is added to this spreadsheet for your convenience.

Uninsured Repair Costs: Uninsured repair costs are casualty losses that are not reimbursed to the property owner. See Regulations for details. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

Increased Housing Service Costs: Housing Service Costs are expenses for services provided by the property owner. The costs are related to the use of a rental unit and also known as "operating expenses". The most recent two years of operating expenses are compared to determine if a rent increase greater than the CPI is justified. The calculation in both years must provide a reasonable comparison of all expenses. Evidence is required to prove each of the claimed expenses.

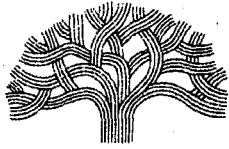
Fair Return: A property owner may submit evidence to show that without the requested rent increase he or she is being denied a fair return on the investment. A fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year (2014), subject to CPI related adjustments. Permissible rent increases will be adjusted upon a showing that the NOI in the comparison year is not equal to the base year NOI.

Banking: "Banking" refers to deferred allowed annual rent increases. These annual rent increases are known as CPI increases. CPI rent increases that were not given, or were not given in full, can be carried forward to future years. Subject to certain limitations, property owners may defer giving CPI increases up to ten years. CPI increases that were not imposed within ten years expire. No banked increase can exceed three times the then current CPI allowable increase. If your petition includes a request for a banked increase, **attach a rent history for the current tenant(s) in each affected unit.**

You do not need to petition the Rent Adjustment Program for approval to increase rent based on banking. Rents can be increased for banked CPI rent increases by giving the Tenant a rent increase notice. (Note that the Tenant can file a petition contesting the increase if the Tenant believes the banking is incorrect or unjustified.) If you do choose to petition for approval of a banked rent increase, provide the documentation and calculations as required by this petition.

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

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



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

250 Frank H. Ogawa Plaza, Suite 5313
Oakland, CA 94612-0243
(510) 238-3721

RECEIVED

For date stamp

SEP 09 2019

**RENT ADJUSTMENT PROGRAM
OAKLAND
PROPERTY OWNER
RESPONSE**

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

CASE NUMBER T19-0272

Your Name BD OPPORTUNITY 2, LP	Complete Address (with zip code) 3340 WOODSIDE TERRACE FREMONT, CA 91751	Telephone: 626-575-3070
Your Representative's Name (if any)	Com: INCORRECT ZIP CODE	Email: NEVIN@NAYAMATI.COM
Tenant(s) Name(s) COLLEEN JEFFERS	Com: 712 HUNTER ST OAKLAND, CA 94621	Telephone:
Property Address (If the property has more than one address, list all addresses)		Email:
		* Please see attachment A for response explanation, regarding increase
		Total number of units on property 6

Have you paid for your Oakland Business License? Yes No Lic. Number: 00170248
The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 39930813
The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

Date on which you acquired the building: 3/27/13

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

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

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

Rev. 7/12/2019

owner response

000102

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

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

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

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

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

The tenant moved into the rental unit on _____.

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

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

If yes, on what date was the Notice first given? _____

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

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

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

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

V. VERIFICATION

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

David S. Nguyen
Property Owner's Signature

9/8/19
Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

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

Attachment A

The rent increase effective July 1, 2019 for Colleen Jeffers at 7123 Holly St #1, Oakland, CA 94621, has been rescinded and the tenant was notified. The decrease in services are not services, but rather conditions. All items listed either show as being corrected or have been corrected. Discussions have been made with the tenant regarding current condition and maintenance items, and there are no 'services' that need attention. The management team is in the process of repairing minor, non-urgent, items in the tenant's unit.

Given all this information and the status quo, there should be no need for a hearing and this case should be dismissed.

If there are any additional inquiries or needed items, please contact Pama Management at 626-575-3070 x226 or Nevin@pamamgt.com

Mason, Keith

From: Nevin Iwatsuru <nevin@pamamgt.com>
Sent: Friday, September 6, 2019 2:11 PM
To: Mason, Keith
Cc: Everet
Subject: RE: Send data from TOSHIBA37276 09/06/2019 11:29

Hi Keith,

These are related to unit conditions and functions. The tenant has currently stated no other issues, and in which we are repairing anything the tenant is stating. How are these considered a reduction in services, and no unit condition/maintenance?

Thank you

4900 Santa Anita Ave Suite 2C, El Monte, CA 91731 Nevin Iwatsuru | Accounting Department nevin@pamamgt.com
Ext. 226 | Fax: 626-575-3084

-----Original Message-----

From: Mason, Keith [mailto:KMason@oaklandca.gov]
Sent: Friday, September 6, 2019 11:44 AM
To: Nevin Iwatsuru <nevin@pamamgt.com>
Subject: FW: Send data from TOSHIBA37276 09/06/2019 11:29

Hello again Nevin,

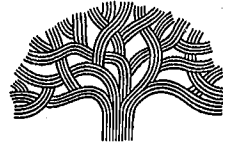
Attached, please find the list of the tenant's claims of decreased housing services. Please confirm receipt of this email.

Kind Regards,

Keith Mason
Program Analyst II
City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612
(510) 238- 3721 main
(510) 238- 6205 direct
(510) 238- 6181 fax
kmason@oaklandca.gov

-----Original Message-----

From: cityofoakland@oaklandca.gov [mailto:cityofoakland@oaklandca.gov]
Sent: Friday, September 6, 2019 11:30 AM
To: Mason, Keith <KMason@oaklandca.gov>



Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0272, Jeffers v. BD Opportunity 1, LP
T19-0325, Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

APPEARANCES: Colleen Jeffers, Tenant
Xavier Johnson, Tenant Representative
Christina Micciche, Owner Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0325, on June 24, 2019, which contests a rent increase effective July 1, 2019, raising the rent from \$951.39 to \$1,018.16, and a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 on the following grounds:

- The CPI¹ was calculated incorrectly;

¹ Consumer Price Index

- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No Notice to Tenants of the Residential Rent Adjustment Program Notice (RAP Notice) at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The tenant filed the petition, T19-0272, on April 29, 2019, which contests a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 and a rent increase effective October 1, 2017, raising the rent from \$930.00 to \$951.39, on the following grounds:

- The CPI was calculated incorrectly;
- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No RAP Notice at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The owner only filed a timely response to the tenant petition in T19-0272. The owner did not file an Owner Response to the tenant petition in T19-0325.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given the RAP Notice?
2. What is the allowable rent?
3. Has the tenant suffered decreased housing services?
4. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

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EVIDENCE

Rental History

The subject unit was rented by the tenant in February 2013, at an initial rate of \$950.00, per month. The tenant testified that she did not receive a RAP Notice at the inception of her tenancy. She also testified that she did file a petition with the Rent Adjustment Program, previously.² After receiving the decision in the prior case, the tenant paid \$930.00, pursuant to the decision. The tenant has not received any rent increase notices from the owner, indicating that the conditions have been restored.

The tenant testified she received the following Notices of Rent Increase:³

- \$930.00 to \$951.39, effective October 1, 2017;
- \$951.39 to \$1,046.00, effective April 1, 2019;
- \$951.39 to \$1018.16, effective July 1, 2019; and
- \$951.39 to \$1018.16, effective October 1, 2019.

The tenant testified that she is currently paying \$1,018.16 and has done that for two months. The tenant testified that she also paid \$1051.39 per month for rent as well. The tenant testified that while she could not remember exactly what months she paid what amount, she did have receipts for some of her rent payments.⁴ The rent receipts indicate that the tenant made the following rent payments:

Date of Receipt	Amount of Receipt
02/2/17	\$ 950.00
04/03/17	\$ 930.00
07/02/17	\$ 930.00
10/02/17	\$ 930.00
	\$ 951.50
06/24/18	\$ 951.39
11/29/18	\$ 951.56
12/23/18	\$ 951.56
02/23/19	\$ 951.56

² T16-0526, Jeffers v. Pama Management.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection

⁴ Exhibit B.

03/29/19	\$ 49.00
07/21/19	\$ 951.39
	\$1,000.00
09/28/19	\$1,000.00
09/28/19	\$ 18.16

The tenant testified that she has some rent receipts for rental payments; however, she indicated that she did not have every single receipt.⁵

Decreased Housing Services

Water Leaks

The tenant testified that there was a plumbing leak from the upstairs unit into the bathroom in her unit, in October 2016. The tenant testified that she called the property owner when she noticed the leak. She testified that the leak was resolved in two days but that nothing had been done to address the mold and water seepage issues.⁶

A Notice of Violation, dated March 26, 2019, was issued for the subject unit. The subject unit was cited for a violation for water intrusion damage over the front door.⁷

Gas Shutoff

The tenant testified that there was an extended gas shut off that resulted in no heat and hot water; additionally, she was unable to use the stove or oven.⁸ She testified that she took a picture of the PG&E shutoff notice and sent it via text on March 10, 2019, and that the gas was off for approximately three weeks.

Kitchen cabinets and walls

The tenant testified that the cabinet and walls were damaged from the water leak in 2016. The tenant testified that the kitchen cabinets, walls, and baseboards have not

⁵ The parties were allotted additional time to provide documentation regarding rent paid. The respondent was given seven days to provide a rent ledger. The petitioner was given until November 14, 2019, to review and respond. The matter was to be submitted for decision by November 21, 2019.

⁶ Exhibit G.

⁷ Exhibit D.

⁸ Exhibit C.

been addressed since the leak. The tenant further testified that a couple of months ago, the property owner sent someone out who painted the kitchen cabinets. The tenant testified the cabinets were painted without cleaning and that as a result, some of the cabinets are different colors. She admitted that she's reluctant to have guests because of the condition of the cabinets. She also testified that she is still getting leaks as recently as a few days before the hearing. She reported a few days before the hearing that she went to retrieve something in the cabinet, and it was wet. She reported this instance to Rosie, the agent of the owner.

Windows

The tenant testified that the front-facing windows are not properly sealed and that they let in car exhaust and cold air. The tenant testified that she first noticed the windows were letting in exhaust in early 2017. She notified the previous property management company. The tenant testified that the owner changed all the windows, except for hers. As a result, she has difficulty breathing.

The Notice of Violation, dated March 26, 2019, includes a violation for the front bedroom window, next to the parking lot.⁹

Infestation

The tenant testified she noticed the roach infestation and reported the condition. She reported that the property owner had someone coming out spraying, but that they only spray one unit. She has not noticed a decrease in the infestation. Additionally, there is a rodent infestation. She was unable to recall the number of mice she has seen in the unit. The tenant testified that she sees a mouse almost every other day.

The subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.¹⁰

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⁹ Exhibit D.

¹⁰ Exhibit E.

Rebuttal testimony

The owner's representative offered rebuttal testimony. She testified that she did not know the amount of rent the tenant was paying. She testified that she is a supervisor at the property management company and that the subject unit is not under her supervision, nor is the person who supervises the building. The owner representative indicated that the property she supervises is in Stockton, CA, but that it is not rent-controlled. Furthermore, she testified that she does not supervise any properties subject to a rent ordinance.

The owner representative testified that she was not aware of any of the conditions alleged by the tenant in her petition.

The owner's representative was asked to attend the Hearing, based upon her proximity to the Hearing location. She was initially relocated to supervise the Stockton properties, for three months, but has been there for six months. The owner representative did not have the opportunity to do a site visit of the subject unit. She testified that she had never been to the subject property.

The representative found out about the Hearing, from her boss, DJ, the day before the Hearing. She received documents that had been scanned to her from Nevin, in the legal department. She does not participate in the process or know what the process is to respond to a tenant's petition, and their corporate office handles that.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹¹ and, together with any notice of rent increase or change in the terms of a tenancy.¹²

The Hearing Decision issued in the prior petition, T16-0526, was issued on January 25, 2017, and was not appealed. The Hearing Decision is final. Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The decision

¹¹ O.M.C. § 8.22.060(A)

¹² O.M.C. § 8.22.070(H)(1)(A)

also found that the tenant had not been served with the RAP Notice. Further, the testimony that she has not received a RAP Notice was undisputed. Accordingly, the tenant was not given written notice of the RAP Program.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹³ and together with any notice of rent increase or change in any term of the tenancy.¹⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹⁵

Again, Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The tenant's testimony that she never received a notice indicating that the conditions were restored is undisputed. Moreover, the evidence supports the tenant's undisputed testimony that she did not receive a RAP Notice with the Notices of Rent Increase. Accordingly, the rent increases are invalid, and the tenant's base rent remains \$950.00, less ongoing decreased housing services in the amount of \$20.00, or \$930.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁶ and may be corrected by a rent adjustment.¹⁷ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date

¹³ O.M.C. Section 8.22.060(A)

¹⁴ O.M.C. Section 8.22.070(H)(1)(A)

¹⁵ O.M.C. Section 8.22.060(C)

¹⁶ O.M.C. § 8.22.070(F)

¹⁷ O.M.C. § 8.22.110(E)

the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁸ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Water Leaks

The evidence of the water leaking in the subject unit is undisputed. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated.

Gas Shutoff

The evidence of the gas shut off to the subject unit is uncontradicted. Thus, the tenant is entitled to a 50% rent credit for March 2019.

Kitchen cabinets and walls

The evidence of the damage to the kitchen cabinets and walls in the subject unit is uncontested. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated.

Windows

The evidence of the windows needing repair in the subject unit is undisputed. Moreover, the window damage was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 5% rent credit from January 2017 until the violation is abated.

¹⁸ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Infestation

The evidence of the infestation in the subject unit is uncontradicted. Moreover, the evidence of infestation was noted by Vector Control, indicating a condition that affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 10% rent credit from October 2016, until the violation is abated.

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$930.00 per month. The evidence establishes that the tenant paid \$951.39 from October 1, 2017, until September 30, 2019. Further, the evidence establishes that from October 1, 2019, the tenant began paying \$1018.16. Accordingly, the tenant is entitled to restitution for the overpayments of rent in the amount of \$954.31.¹⁹

Service Lost	From	To	Rent	% Rent	Decrease /month	No. Months	Overpaid
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00	50%	\$ 465.00	1	\$ 465.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 25,110.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$25,110.00. The tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

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¹⁹ This total assumes that the tenant continued to pay \$1018.16 through February 2020. If that is not the case the numbers should be adjusted by the parties, with jurisdiction reserved.

Restitution is usually awarded over 12 months, but when the tenant is owed 58971% of the monthly rent, it is proper to extend the restitution period to 96 months.²⁰ Amortized over 96 months, the restitution amount is \$271.50 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$658.50. From March 2020 through December 2025, the rent will be \$658.50, less the deduction for ongoing decreased housing services.

ORDER

1. Petitions T19-0272 and T19-0325 are granted.
2. The base rent for the subject unit is \$950.00 per month before deductions for decreased housing services.
3. The total overpayment by the tenant is \$25,110.00 for past decreased housing services and \$954.31 for overpaid rent, for a total overpayment of \$26,064.31.
4. Due to ongoing conditions, the tenant is entitled to an ongoing decrease in rent in the amount of 65%, in addition to the previously awarded ongoing decrease in housing services.
5. The tenant's rent is stated below as follows:

Base rent	\$ 950.00
Less restitution	\$ 271.50
Less ongoing decreased services ²¹	\$ 624.50
Net Rent on March 1, 2020	\$ 54.00

6. The tenant's rent for March 2020, through February 2028, is \$54.00. The rent will revert to the current legal rent of \$930.00 in March 2028.
7. Once the evidence of water intrusion damages, including the kitchen cabinets and walls, as noted in the Notice of Violation, is repaired and after further

²⁰ Regulations, §8.22.110(F).

²¹ This includes the amount previously awarded in T16-0526.

City inspection noting the violation is abated and upon proper notice in accordance with Section 827 of the California Civil Code, the rent can be increased by 50% (\$465.00).

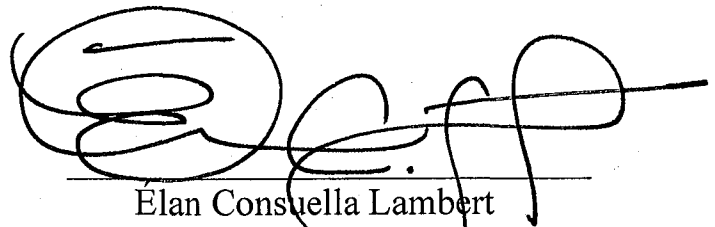
8. Once the windows, as noted in the Notice of Violation, are repaired and after further City inspection, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 5% (\$46.50).

9. Once the infestation is noted to be abated after further inspection by Vector Control, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 10% (\$93.00).

10. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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: January 21, 2020



Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0272; T19-0325

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

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

Documents Included

Hearing Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

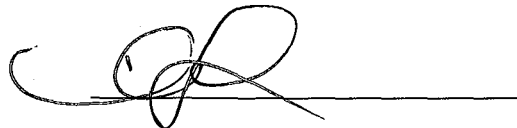
BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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 **January 23, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

000119

KMIEL

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM
For date stamp.



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

2020 FEB 10 AM 8:57

APPEAL

Appellant's Name BD Opportunity 1, LP		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 7123 Holly Street, Unit 1 Oakland, CA			
Appellant's Mailing Address (For receipt of notices) 4900 Santa Anita Ave Suite 2C El Monte, CA 91731		Case Number T19-0272 & T19-0325	
		Date of Decision appealed January 21, 2020	
Name of Representative (if any) Jesse Carrillo		Representative's Mailing Address (For notices) 4900 Santa Anita Ave Suite 2C El Monte, CA 91731	

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

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

For more information phone (510) 238-3721.

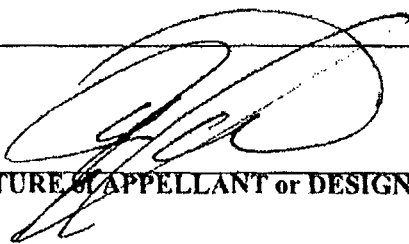
- f) I was denied a sufficient opportunity to present my claim or respond to the petitioner's claim. (In your explanation, you must describe how you were denied the chance to defend your claims and what evidence you would have presented. Note that a hearing is not required in every case. Staff may issue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

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

• 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 February 7, 2020, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	Colleen Jeffers
Address	7123 Holly Street, Unit 1
City, State Zip	Oakland, CA 94621
Name	Xavier Johnson
Address	7123 Holly Street, Unit 1
City, State Zip	Oakland, CA 94621

	2-10-2020
SIGNATURE OF APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

Appeal Attached Page

The ruling for T19-0272 and T19-0325 reads a restitution for decreased housing services valued at \$25,110.00. This amount is uneconomical. That is greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year. This would leave the operation of the property at a loss, and it would require a decrease in services for the other tenants at this property.

Additionally, from time to time units turn over and for an older building the units require significant capital expenses to completely refurbish the units. No income inhibits the ability of the property to generate any return on investment and generates no funds to pay to make necessary repairs and maintenance. Stretching the negative consequences over time as suggested in the decision only prolongs the financial impact. Such a decision may force the decision to shut down the property and cease providing affordable housing units to the market to stop the negative financial losses.

T19-0272 refers to a rent increase that does not abide by local and state laws. This increase, which was effective April 1, 2019, was rescinded and voided. Case T19-0325 refers to a rent increase that was effective July 1, 2019. This too was rescinded and voided.

The tenant had been provided an RAP Notice in a previous year, related to case T16-0526. In addition, the tenant had filed a petition leading to case T16-0526, making the tenant aware of their rights and opportunities to petition any changes in rent and services. This only leaves services provided to the tenant to be in question.

Conversations and inquiries were made with the tenant, Ms. Jeffers, after the notifications of petitions to the rent increase and alleged decrease in services were received. The tenant was asked if there were any outstanding items that needed repair or maintenance, and the tenant had clearly informed the management company that there were no items remaining. At the time, a contractor was painting the cabinets per the tenant's request. This does not coincide with what the tenant is claiming to be the current condition per the aforementioned cases. The deferred rent recovery itemizes repairs that have already been made to the property to the satisfaction of the tenant. Those rent reductions are punitive because there are no outstanding items according to the tenant, and therefore no reason to reduce the rental income further.

The decision is unnecessarily punitive since all the items claimed by the tenant had already been resolved to the tenant's satisfaction before the hearing.



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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 and T19-0325, Jeffers v. BD Opportunity

APPEAL HEARING: September 10, 2020

PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA

APPEARANCES:

H.J. Long	Owner Appellant Representative
Carlene Jeffers	Tenant Appellee
Xavier Johnson	Tenant Appellee Representative

Procedural Background

The tenant filed two petitions, one on April 29, 2019, and one on June 24, 2019, contesting five monthly rent increases, on the ground that she never received the RAP notice. She also alleged several decreased housing services, including a plumbing leak in the bathroom, extended gas shutoff, damage to kitchen cabinets, walls and baseboard, improperly sealed windows, and pest infestations. The owner response stated that the increase effective July 1, 2019, had been rescinded and the conditions at issue with the decreased housing services claim had been corrected or were in the process of being corrected.

The hearing officer found that the tenant had never been served with the RAP notice, took official notice of a prior Hearing Decision, which set the tenant's monthly base rent at \$950.00, granted restitution for overpaid rent in the amount of \$954.31, and granted \$25,110 in restitution for decreased housing services.

Grounds for Appeal

The owner appealed the hearing decision on the grounds that (1) restitution of \$25,110 was greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss resulting in a decrease in services for other tenants at this property, (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated, possibly requiring the owner to shut down the property and cease providing affordable housing units to market, (3) the rent increases effective April 1, 2019, and

July 1, 2019, were rescinded, (4) the owner provided the tenant with the RAP notice in a prior case, T16-0526, and (5), after notification of the tenant petition, they asked the tenant if there were any outstanding items that needed repair or maintenance, and she informed the management company that there were no outstanding items.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the hearing officer to recalculate the restitution so that the amount for March 2019 does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. R. Stone offered a friendly amendment that the hearing officer also consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, which was accepted by R. Auguste. T. Hall seconded the motion.

The Board voted as follows:

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

The motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

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

12/7/20

DATE

PROOF OF SERVICE

Case Numbers: T19-0272, T19-0325

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

Appeal Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 90010

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

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



Brittni Lothlen
Oakland Rent Adjustment Program

Tenant Evidence Submission Jeffers v BD Opportunity 1, LP

<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
T1	Tenant Photographs	2-10

Tenant Evidence Submission Jeffers v BD Opportunity 1, LP

Exhibit T1

Tenant Evidence Submission Jeffers v BD Opportunity 1, LP









BEST BEFORE
MAY 28 2024
INSTANT OATMEAL
NUTRITION FACTS
Serving size 1/2 cup (40g)
Calories 200

Blackberry
Lemonade
100% Natural
100% Juice
100% Fruit

GH
Pure
CANE SUGAR
DART SUGAR

a
NE
Nutrition Facts
Serving size 1/2 cup (100g)
Calories 200

RESEALABLE PACK

★ GMO Free
★ Gluten Free
★ Cholesterol Free

JASMINE RICE
PRIME GRADE THAI HOM MALLI



64 3733

MARKETS

THREE MONTHS FREE



12%	
36%	
0%	

SWEET
ALMONDS

BROIL





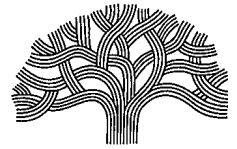


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7123

WM
WASTE MANAGEMENT

**REMAND DECISION**

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF REMAND DECISION: August 09, 2021

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer for the following:

1. To recalculate the restitution amount for March 2019 so that it does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision; and

2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

A Hearing Decision in the prior petition, T16-0526, issued January 26, 2017, and not appealed found that the Tenant had not been served with the Notice to Tenants of Residential Rent Adjustment Program (RAP Notice). At the hearing, no evidence was offered to show that the Tenant had been served the RAP Notice subsequent to the prior decision and prior to filing the petition herein.

The Tenant filed her petitions on April 29, 2019, and June 24, 2019. These matters were scheduled for Hearing on November 7, 2019. A Hearing Decision was issued in this case on January 21, 2020.

The Ordinance places no limit on a tenant's claim for reimbursement for claims related to rent overpayments. The California Code of Civil Procedure limits liability for "actions upon a liability created by statute, other than a penalty or forfeiture" to three years. It is reasonably understood that statutes of limitations look backward from the date a cause of action is filed but does not limit the amount of restitution a person may receive based on the length of time a matter remains pending.

Numerous Hearing Decisions and Appeals Decisions have cited the Board policy to limit restitution to three years. See Huante v. Peinado, T14-0232, in which the Board stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the Tenant did not receive the notice."¹ See also Barajas v. Chu, T06-0051. In Sherman v. Michelson, T12-0332, the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, the Board upheld a finding of more than 36 months of restitution in Titcomb v. Vinyard-Ide, T17-0575. The Board

¹ The case was affirmed by the Board.

previously found that where a RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years. Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu.

The Appeal Decision suggests that the restitution period should be limited to the date of the Hearing Decision. The Tenant provided undisputed evidence that a Notice of Violation, indicating that the subject unit violated the housing or building code, affecting the habitability of the Tenant’s unit.

The Owner’s appeal argues that the restitution awarded was greater than the cash flow from operations for the entire year. Notwithstanding that no evidence was presented thereof, the Rent Adjustment Ordinance does not provide authority to consider that information other than in a Petition filed by the Owner for Approval of a Rent Increase based upon Increased Housing Service Costs. No such petition was filed by the Owner herein, the issues were not raised in the response, and no testimony was offered in that regard at the hearing. Based on the foregoing, it is found that the proper limit of restitution is 36 months (three years) prior to filing a tenant petition.

Gas Shutoff

The evidence of the gas shut off to the subject unit remains uncontradicted. Thus, the Tenant is entitled to a rent credit for March 2019, in the amount of \$300.00.

Service Lost	From	To	VALUE OF LOST SERVICES		Decrease /month	No. Months	Overpaid
			Rent	% Rent Decrease			
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00		\$ 300.00	1	\$ 300.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 24,945.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$24,945.00. The Tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

The restitution period was amortized over 96 months. Accordingly, the restitution amount per month is now \$269.78.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$660.22, for 96 months.

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the 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: 09 August 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE BY ELECTRONIC MAIL

Case Number(s): T19-0272, T19-0325

I, the undersigned, state that I am a citizen of the United States and am employed in the City of Oakland and County of Alameda; that I am over the age of eighteen (18) years and not a party to the within cause; and that my business address is Rent Adjustment Program, 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, California 94612. My electronic service address is: blothlen@oaklandca.gov.

Today, I electronically served the following:

Remand Decision

I electronically served the document(s) listed above to:

xjohnson@centrolegal.org

dhall@centrolegal.org

hglongatty@gmail.com

dennis@evict123.com

evict123@gmail.com

nevin@goldenmgtinc.com

Jeffers_colleen@yahoo.com

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

Date: August 16, 2021



Brittini Lothlen

Administrative Assistant

Oakland Rent Adjustment Program

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
5437 Laurel Canyon Blvd., Second Floor
Valley Village, CA 91607
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

08/12/2021

City of Oakland
Rent Adjustment Program
4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731

RE: COLLEEN JEFFERS/CITY OF OAKLAND
7123 HOLLY STREET, #1

ATTached is a copy of our appeal. This is also being overnighted to you and the tenant.

Regards,

HG Long

rec# 553196 - grayce

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000143



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For date stamp.

APPEAL

Appellant's Name BD Opportunity LP		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 7123 HOLLY Street #1, Oakland, CA 94621			
Appellant's Mailing Address (For receipt of notices) 174 Long Esq. Dennis P. Block + Assoc 5437 Laurel Canyon Blvd. 2nd Fl. Valley Village, CA 91607		Case Number 719-0272 ; 719-0325	
		Date of Decision appealed August 9, 2021 - Remand	
Name of Representative (if any) HC Long Esq. Dennis P. Block + associates		Representative's Mailing Address (For notices) 5437 Laurel Canyon Blvd. Valley Village, CA 91607 2nd Floor	

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

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

For more information phone (510) 238-3721.

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

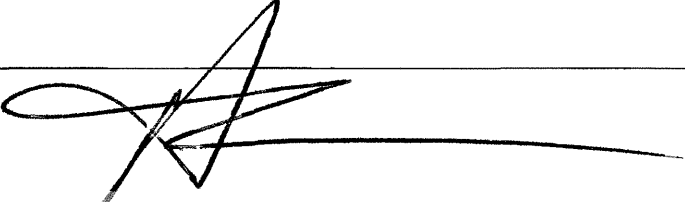
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Please number attached pages consecutively. Number of pages attached: 41
however majority of pages are the hearing decisions

- You must serve a copy of your appeal on the opposing parties or your appeal may be dismissed. •

I declare under penalty of perjury under the laws of the State of California that on August 12, 2021, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows: *fedex express*

<u>Name</u>	<i>Holly Jeffers</i>
<u>Address</u>	<i>7123 Holly Street #1</i>
<u>City, State Zip</u>	<i>Oakland, CA 94621</i>
<u>Name</u>	
<u>Address</u>	
<u>City, State Zip</u>	

	<i>aug 12, 2021</i>
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

For more information phone (510) 238-3721.

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
5437 Laurel Canyon Blvd., Second Floor
Valley Village, CA 91607
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

08/11/2021

Via email to:
hearingsunit@oaklandca.gov
and federal express

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Colleen Jeffers
7123 Holly Street, #1
Oakland, CA 94621

~~Re: Appeal of Remand Hearing on T19-0272-T19-0325-Jeffers v. BD Opportunity~~

Attn: City of Oakand/Rent Adjustment Program:

This letter is to confirm that my client Bd Opportunity 1, LP is appealing the remand decision rendered on August 9, 2021 by Elan Consuella Lambert for several reasons. Exhibit 1-remand.

First the decision is INCONSISTENT with prior decisions of the Board. We had previously appealed the decision and there was a hearing by the City Council on September 10, 2020. At the appeal hearing at which I attended, the decision T19-0272 and T19-0325 rendered on January 21, 2020 was remanded back so that Ms. Lambert could review the previous decisions. Specifically the decision on January 27, 2017 on T16-0526 rendered by Barbara Kong Brown. Clearly, Ms. Lambert did not review the previous decision. See appeal decision as Exhibit 2 and T16-0526 as Exhibit 3.

The remand ruling is inconsistent and not supported by the facts. In the 2016 case there was a site inspection on January 4, 2017. It is inconceivable that Ms. Lambert would actually believe the tenant that there was water leaks, problems with the kitchen cabinents and walls, infestation and problem with the windows dating back from October of 2016. When in fact she had complained about similar problems to the hearing officer in T16-0526 and it was determined that all items were fixed pursuant to the stipulation in unlawful detainer and there was a site inspection on January 4, 2017 which noted none of the conditions were present. This is a violation of due process and the January 21, 2020 is inconsistent with this prior decision and the facts do not support allowing the tenant a rent abatement from 2016 especially in light of the fact that the owner had already waived over 5,300.00 in rent in the unlawful detainer action.

Continued Next Page ...

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000147

First of all, I want to stress that I believe that this tenant is "gaming" the system. In 2016, \$5,300.00 in rent owed by Ms Jeffers was waived by the landlord due to court eviction proceedings. This amount does not even incorporate the amount of \$26,041.31 that your hearing officer awarded in January 21, 2020 in the attached decision. The remand decision only adjusted the amount by \$165.00. As such, Ms. Jeffers will have succeeded in having approximately over \$28,000 in rent waived since 2016. Ms. Jeffers will be allowed to live at the property without paying rent until the year 2028! This is completely inequitable and unfair to BD Opportunity Partners and a violation of DUE PROCESS. Counsel for BD Opportunity was not allowed to participate in the remand hearing and to further the arguments that were addressed at the Appeal.

By way of review on July 26, 2016 a stipulation was reached in unlawful detainer no. RG1681715 where Ms. Jeffers was represented by counsel. The stipulation provided for repairs to the unit and an agreed rental amount of \$950.00 per month. Further, approximately \$5300.00 in rent up to July 2016 was waived. Once the repairs were made counsel for Ms. Jeffers sent rent to my office for August 2016 through November 2016. Further, in your compliance hearing decision T16-0526, your own hearing officer at the hearing on January 4, 2017, determined that Ms. Jeffers claims of mice and rodent infestation were already resolved. The only money awarded to Ms. Jeffers in that hearing was a reduction of \$60.00 for lost of laundry use. See stipulation as Exhibit 4.

Ms. Jeffers, in the hearing on November 7, 2019, claimed that she had issues with water leaks, kitchen cabinets, windows and mice since October of 2016, Yet in her hearing on January 2017 she made NO MENTION of any water leaks, mice, cabinet or window issues. Further there was a site inspection where none of these problems complained about by Ms. Jeffers were present. As such, Lamberts decision on January of 2020 is not supported by evidence. She did not adequately review the prior decision before awarding on January 21, 2020 Ms. Jeffers retroactive rent adjustments totalling over \$25,000.00. Further, Ms. Lambert was advised to only award up to the date of the hearing of January 2020 and she failed to address that issue in the remand and she also failed to review the previous decision.

I feel that Ms. Lambert is prejudiced to my client and I would request another officer review this appeal. She is violating my clients due process by awarding more that 3 years worth of rent abatement based on insufficient evidence presented by the tenant. Ms. Lambert is basing her decision merely on the fact that Ms. Jeffers claims she never received a RAP notice. That was addressed in the previous ruling and the rent increase was determined to be invalid. However, that does not mean that MS. Jeffers does not have to pay rent whatsoever for 2017 through 2019. It appears that Ms. Lambert believes that no rent needs to be paid during that time period.

It is also a violation of due process to not allow my client to introduce new and different facts on the appeal. Just because they sent a representative who knew nothing about this tenancy on November 7, 2019 should not cause the tenant to obtain a windfall against the landlord. The city of Oakland has the duty to review the entire file and tenant complaints and landlord responses. Attached please find a copy of the rescission of the rent increase dated August 26, 2019, given to the tenant WHICH INLCUDED A COPY OF THE RAP NOTICE and a copy of the letter with the enclosure was also sent to the City of Oakland. To allow the tenant a three year rent abatement because they claim that they never received a RAP notice is absurd. See exhibit 5 letters.

Our letters are evidence that Ms. Jeffers did receive the RAP notice and this goes to the credibility of the tenant. Ms. Jeffers also stated that she was having problems with the unit since October of 2016 yet she didn't these state these issues in her previous housing hearing and the problems were not evidenced at the site inspection by the City of Oakland on January 4, 2017. The evidence is contradictory and should be weighed against the tenant on appeal.

Attached please find a timeline of all repairs and copies of invoices and or checks to support said repairs will be provided upon request. See exhibit 6. I believe that the rent reductions are not warranted whatsoever in that the landlord always timely makes repairs and fumigates as you can see from the attachments. The tenant should not be allowed to have a windfall because the landlord sent an agent to the hearing on November 7, 2019 without knowledge of the tenancy. Ms. Jeffers was clearly served a copy of the RAP on August 26, 2019 see attached and did not inform the officer at the January 2020 hearing of the same.

Furthermore, Ms. Jeffers as stated in the ruling of January 25, 2017 that habitability issues were addressed in the unlawful detainer handled by my office. I can attest as an officer of the court that repairs were made to Ms. Jeffers unit in 2016 which resulted in our client waiving a large portion of rent and Ms. Jeffers paying the rent of \$950.00 moving forward after the repairs were made. For the hearing officer to now allow a rent abatement during the same time period that the unlawful detainer matter covered is another violation of due process and inconsistent with a stipulated judgment signed by defendant and her attorney which Ms. Jeffers agreed to pay rent up to November 2016. Yet your hearing officer gave a rent reduction from October 2016. Further, Ms. Jeffers agreed with counsel in the stipulation during the eviction that her rent was \$950.00 in 2016. The city of Oakland does not have the authority to void the trial courts decision and lower the rent.

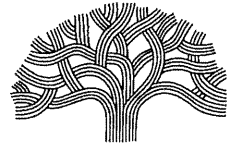
Ms. Lambert was directed on the remand to only award damages up to the date of the decision of January 2020. However, she failed to adjust her numbers and allowed the reductions to February 29, 2020.

Lastly the hearing officer in her ruling states that the evidence is that there was water intrusion was noticed in the Notice of violation from the City dated March 26, 2019. I believe that this is the date where the rent abatement should begin. It is only fair to award the tenant rent abatement from the state of the last violation of March 26, 2019 to the date of the hearing decision on January 21, 2020. Not for three years. I am lastly attaching the ruling of Ms. Lambert of January 21, 2020. I trust that these exhibits of your rulings which put our appeal page limit over 25 pages do not count towards our appeal. Quite frankly the board should take judicial notice of their decisions; however, in this case it does not appear that this happened. See exhibit 7- decision of January 21, 2020 T19-0272

I look forward to the appeal hearing and please advise me of the time and date and the zoom information to joining the hearing. I am also sending a copy of all paperwork to Ms. Jeffers.

Very truly yours,

HG Long
Attorney for ~~BD Opportunity 1 LP~~

**REMAND DECISION**

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF REMAND DECISION: August 09, 2021

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer for the following:

1. To recalculate the restitution amount for March 2019 so that it does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision; and

2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

A Hearing Decision in the prior petition, T16-0526, issued January 26, 2017, and not appealed found that the Tenant had not been served with the Notice to Tenants of Residential Rent Adjustment Program (RAP Notice). At the hearing, no evidence was offered to show that the Tenant had been served the RAP Notice subsequent to the prior decision and prior to filing the petition herein.

The Tenant filed her petitions on April 29, 2019, and June 24, 2019. These matters were scheduled for Hearing on November 7, 2019. A Hearing Decision was issued in this case on January 21, 2020. ✕

The Ordinance places no limit on a tenant's claim for reimbursement for claims related to rent overpayments. The California Code of Civil Procedure limits liability for "actions upon a liability created by statute, other than a penalty or forfeiture" to three years. It is reasonably understood that statutes of limitations look backward from the date a cause of action is filed but does not limit the amount of restitution a person may receive based on the length of time a matter remains pending.

Numerous Hearing Decisions and Appeals Decisions have cited the Board policy to limit restitution to three years. See Huante v. Peinado, T14-0232, in which the Board stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the Tenant did not receive the notice.¹" See also Barajas v. Chu, T06-0051. In Sherman v. Michelson, T12-0332, the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, the Board upheld a finding of more than 36 months of restitution in Titcomb v. Vinyard-Ide, T17-0575. The Board

¹ The case was affirmed by the Board.

previously found that where a RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years. Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu.

The Appeal Decision suggests that the restitution period should be limited to the date of the Hearing Decision. The Tenant provided undisputed evidence that a Notice of Violation, indicating that the subject unit violated the housing or building code, affecting the habitability of the Tenant's unit.

The Owner's appeal argues that the restitution awarded was greater than the cash flow from operations for the entire year. Notwithstanding that no evidence was presented thereof, the Rent Adjustment Ordinance does not provide authority to consider that information other than in a Petition filed by the Owner for Approval of a Rent Increase based upon Increased Housing Service Costs. No such petition was filed by the Owner herein, the issues were not raised in the response, and no testimony was offered in that regard at the hearing. Based on the foregoing, it is found that the proper limit of restitution is 36 months (three years) prior to filing a tenant petition.

Gas Shutoff

Y/21

The evidence of the gas shut off to the subject unit remains uncontradicted. Thus, the Tenant is entitled to a rent credit for March 2019, in the amount of \$300.00.

Service Lost	From	VALUE OF LOST SERVICES			Decrease /month	No. Months	Overpaid
		To	Rent	% Rent Decrease			
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00		\$ 300.00	1	\$ 300.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 24,945.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
Y/21	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
Y/21	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$24,945.00. The Tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

The restitution period was amortized over 96 months. Accordingly, the restitution amount per month is now \$269.78.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$660.22, for 96 months.

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the 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: 09 August 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program



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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 and T19-0325, Jeffers v. BD Opportunity

APPEAL HEARING: September 10, 2020

PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA

APPEARANCES:	H.J. Long	Owner Appellant Representative
	Carlene Jeffers	Tenant Appellee
	Xavier Johnson	Tenant Appellee Representative

Procedural Background

The tenant filed two petitions, one on April 29, 2019, and one on June 24, 2019, contesting five monthly rent increases, on the ground that she never received the RAP notice. She also alleged several decreased housing services, including a plumbing leak in the bathroom, extended gas shutoff, damage to kitchen cabinets, walls and baseboard, improperly sealed windows, and pest infestations. The owner response stated that the increase effective July 1, 2019, had been rescinded and the conditions at issue with the decreased housing services claim had been corrected or were in the process of being corrected.

The hearing officer found that the tenant had never been served with the RAP notice, took official notice of a prior Hearing Decision, which set the tenant's monthly base rent at \$950.00, granted restitution for overpaid rent in the amount of \$954.31, and granted \$25,110 in restitution for decreased housing services.

Grounds for Appeal

The owner appealed the hearing decision on the grounds that (1) restitution of \$25,110 was greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss resulting in a decrease in services for other tenants at this property, (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated, possibly requiring the owner to shut down the property and cease providing affordable housing units to market, (3) the rent increases effective April 1, 2019, and

July 1, 2019, were rescinded, (4) the owner provided the tenant with the RAP notice in a prior case, T16-0526, and (5), after notification of the tenant petition, they asked the tenant if there were any outstanding items that needed repair or maintenance, and she informed the management company that there were no outstanding items.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the hearing officer to recalculate the restitution so that the amount for March 2019 does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. R. Stone offered a friendly amendment that the hearing officer also consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, which was accepted by R. Auguste. T. Hall seconded the motion.

The Board voted as follows:

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

The motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

12/7/20

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

DATE

PROOF OF SERVICE

Case Numbers: T19-0272, T19-0325

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

Appeal Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 90010

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

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



Brittini Lothlen
Oakland Rent Adjustment Program

Item 7



CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0526, Jeffers v. Pama Management

PROPERTY ADDRESS: 7123 Holly Street, No. 1, Oakland, CA

DATE OF HEARING: January 4, 2017

DATE OF SITE INSPECTION: January 4, 2017 ✓

DATE OF DECISION: January 25, 2017

APPEARANCES: Colleen Jeffers Tenant
No appearance by owner

SUMMARY OF DECISION

The tenant petition is GRANTED IN PART.

INTRODUCTION

The tenant filed a petition on September 16, 2016, which contests a monthly rent increase from \$950 to \$1,045 effective October 1, 2016.

The basis for the tenant's petition includes the following:

- The rent increase is unjustified or is greater than 10%;
- No six month notice of the existence of the Rent Adjustment Program (RAP) provided;
- No concurrent RAP notice with notice of the rent increase;
- Current code violation;
- Decreased housing services.

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Item 7

The owner did not file a response and did not appear at the Hearing.

ISSUES

1. Has the tenant received Notice of the Rent Adjustment Program?
2. Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?
3. Is there a code violation in the tenant's unit?

EVIDENCE

Rent History/Notice of the Rent Adjustment Program

The tenant testified that she moved into her unit in February 2013 at a monthly rent of \$950.00. She further testified that she has never received the form notice of the existence of the Rent Adjustment Program (RAP). She was involved in a court proceeding with the owner which resulted in a Stipulation and Court Order which provided that the monthly rent was \$950.00, and that she would pay this amount for the months of August, September, October and November 2016. She further testified that she raised issues of habitability in the court hearing. * *

Decreased Housing Services/Code Violation

Illegal Parking

The tenant testified that there are five parking stalls for six units. A tenant in unit A does not have a parking stall and is parking illegally in front of the gate next to her vehicle and it is a fire hazard. She reported this to the manager in August 2013 but nothing has been done.

Removal of Laundry Room

The tenant testified that there was a laundry room on the other side of her unit, and she used to do her laundry there. The laundry was removed about a year ago and she now has to go to the laundromat, which is very inconvenient. She goes once a month and does six to seven loads, at \$2.50 per machine with an additional .25 cents for drying. This totals approximately \$16.50 to \$19.25 a month.

Rodent Issue

The tenant testified that she had an issue with mice in February 2016, and repairs to patch holes in her unit were not made until mid-December 2016. *

Item 7

Site Inspection

The Hearing Officer conducted a site inspection on January 4, 2017, and noted that there was a vehicle parked in front of the gate but it did not appear to be a fire hazard. The tenant has a parking space and continues to park in it. There was no laundry room on the premises.

FINDINGS OF FACT AND CONCLUSIONS OF LAWTenant Current in Rent

The tenant's monthly base rent is \$950.00 and she was current in her rent when she filed her petition. She is currently paying \$950.00 monthly.

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹ and together with any notice of rent increase.²

The owner has not met his burden of proof regarding notice of the RAP to the tenant. The tenant has not received the notice of the Rent Adjustment Program. Section 8.22.060 (C) of the Rent Ordinance states the following:

"An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to the forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

The rent increase is invalid. The tenant's monthly base rent is \$950.00. ~~XX~~

Code Violation in Tenant's Unit

The tenant did not sustain her burden of proof regarding parking by the tenant in front of the gate. However, the presence of mice in the tenant's unit presents a sanitation issue and is deemed a code violation. This is further reason to deny the rent increase.

¹ O.M.C. Section 8.22.060(A)

² O.M.C. Section 8.22.070(H)(1)(A)

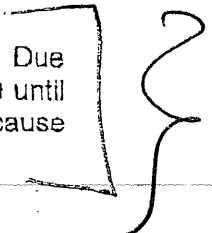
Item 7

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment.³ However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Mice

The issue with rodents in the tenant's unit was resolved in December 2016. Due to the Court Stipulation which provided that the tenant's monthly rent was \$950.00 until December 2016, no compensation for decreased housing services is granted because the issue was resolved in early December 2016.



Laundry Room

The loss of the laundry room constitutes a loss of a service that was originally provided by the owner.

The preferred method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing services. Due to the Court Stipulation, compensation for decreased housing services commenced on December 1, 2016.

Based on the totality of the circumstances and considering the total bundle of housing services, the value of the decreased housing services is stated in the following table.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Laundry Room	12/16	1/17	\$950.00	2%	\$20.00	2	\$40.00
TOTAL LOST SERVICES							\$40.00

³ O.M.C. Section 8.22.070 (F)


Item 7

- 1. The rent over payment is amortized as follows:

Base Rent	\$950.00
-rent overpayments for past decreased housing service \$40.00	- 40.00
-current decreased housing service-laundry room \$20.00	- \$20.00
Rent payment for February 2017	\$890.00
Rent payment commencing March 2017	\$930.00

- 2. When the owner restores the laundry room he may increase the tenant's rent by \$20.00 upon proper notice in accordance with Section 827 of the California Civil Code.
- 3. The owner may increase the tenant's rent after six months upon service of the City's form Notice of the existence of the Rent Adjustment Program and Section 827 of the California Civil Code.
- 4. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the 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.

Date: January 25, 2017


 Barbara Kong-Brown, Esq.
 Senior Hearing Officer
 Rent Adjustment Program

Item 7

PROOF OF SERVICE

Case Number T16-0526

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.

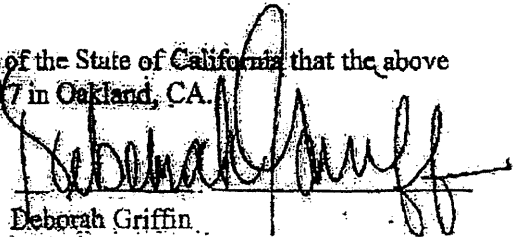
Today, I served the attached Hearing Decision by placing a true copy of it in a sealed envelope in a City of Oakland mail collection receptacle for mailing on the below date at 250 Frank H. Ogawa Plaza, Suite 5313, 5th Floor, Oakland, California, addressed to:

Tenant
Collen Jeffers
7123 Holly St #1
Oakland, CA 94619

Owner
Pama Management
625 Oak St #102
Stockton, CA 95202

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 01, 2017 in Oakland, CA.


Deborah Griffin

MASKED

1 Ubaldo Fernandez
2 East Bay Community Law Center
3 2921 Adeline Street
4 Berkeley, CA 94703
5 Phone: (510) 548-4040
6 Fax: (510) 548-2566
7 ufernandez@ebclc.org

8 Attorney for Defendant Colleen Jeffers

9 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
10 RENE C. DAVIDSON COURTHOUSE-LIMITED JURISDICTION

11 BD OPPORTUNITY 1 LP,

NO. RG 16 817 152

12 Plaintiff,

STIPULATION

13 v.

AND

14 COLLEEN JEFFERS,

COURT ORDER THEREON

15 Defendant.

16
17
18
19
20 Plaintiff BD OPPORTUNITY 1 LP, and Defendant COLLEEN JEFFERS hereby
21 stipulate and agree:

22 1. The parties to this Stipulation are Plaintiff BD OPPORTUNITY 1 LP, and Defendant
23 COLLEEN JEFFERS.

24 2. The subject premises of this case and Stipulation is 7123 Holly St. Apt. 1, Oakland,
25 CA 94621.

26 3. The rent for the subject premises is \$950 per month and is due each month on or before
27 the 5th of the month.
28

- 4 -

1 4. Within 5 days of email transmission of this stipulation signed by Defendant to
2 Plaintiff's counsel, Plaintiff shall send to Defendant c/o Ubaldo Fernandez at East Bay
3 Community Law Center, 2921 Adeline Street, Berkley CA, 94703 a copy of this stipulation
4 signed by Plaintiff and counsel for Plaintiff.

5 5. Plaintiff waives all claims to any rent they may be owed up to July 31, 2016. Rent for
6 all months prior to and including July, 2016 is deemed paid or waived.

7 6. Plaintiff shall provide receipts for all rent payments made for the duration of the
8 tenancy.

9 7. Provided Plaintiff performs the conditions of paragraph 5 and 6, above, Defendant
10 shall pay rent on or before the date it is due for the months of August 2016, September 2016,
11 October 2016, and November 2016.

12 8. Plaintiff shall dismiss this case within five days of Defendant's tendering of the final
13 payment referred to in paragraph 7, above.

14 9. The parties agree that Plaintiff shall not seek possession of the unit on the basis of
15 nonpayment of rent so long as Defendant complies with all of the terms of this Stipulation.
16 Provided Defendant performs the conditions of paragraph 7, above, Plaintiff will not file any
17 additional unlawful detainer action on the basis of nonpayment of rent before December 2016.

18 10. Defendant will be restored as a tenant in good standing upon making all payments
19 referred to in paragraph 7 of the complaint.

20 11. If Defendant fails to make a payment as required by paragraph 7, above, Plaintiff
21 shall be entitled, upon 48 hours' written notice, to be taped to the door of the subject premises,
22 and upon 48 hours' fax notice to Defendant's counsel at (510) 548-2566, to apply to the court *ex*
23 *parte* for a immediate judgment for possession of the subject premises, for a writ to immediately
24 issue thereon for possession of the subject premises, and for reasonable attorney's fees for all
25 reasonable work necessary to enforce the terms of this agreement. Such *ex parte* application by
26 Plaintiff shall notify Defendant of the date, time, and department of the Alameda County
27 Superior Court where Plaintiff shall apply for judgment. In the event that Defendant makes the
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1 missed payment within 48 hours of its notice, Plaintiff shall not apply for judgment. Instead,
2 Plaintiff shall withdraw this application immediately.

3 11. If Plaintiff fails to fulfill its promise of paragraph 8, above, Defendant shall be
4 entitled, upon 48 hours' written notice via email to Plaintiff's counsel at
5 HGLongAtty@fastevict.com, to apply to the court *ex parte* for an immediate dismissal and for
6 judgment for reasonable attorney's fees for all reasonable work necessary to enforce the terms of
7 this agreement. Such *ex parte* application by Defendant shall notify Plaintiff of the date, time,
8 and department of the Alameda County Superior Court where Defendant shall apply for
9 judgment. Defendant agrees to proceed immediately for judgment referred to herein.

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12. The parties stipulate that this case shall remain permanently masked.

13. This document may be executed in counterparts. Facsimile signatures shall be treated as originals pursuant to California Rule of Court 2.305 and all other applicable laws.

14. This is the entire agreement.

Date: _____ Date: 7/26/16

Colleen Jeffers

Colleen Jeffers
Defendant

BD Opportunity 1 LP
Plaintiff

H.G. Long

Ubaldo Fernandez
Attorney for Defendant

H.G. Long
Attorney for Plaintiff

IT IS HEREBY ORDERED THAT THIS STIPULATION IS ACCEPTED FOR FILING AND THAT THE COURT WILL MAINTAIN JURISDICTION OVER ITS TERMS PURUSANT TO C.C.P. SEC. 664.6.

Dated: _____
JUDGE OF THE ALAMEDA COUNTY
SUPERIOR COURT

THIS CASE SHALL REMAIN PERMANENTLY MASKED.

ORDER TO SHOW CAUSE SET FOR DECEMBER 5, 2016 at 9:00 AM in DEPARTEMENT 511. IF DISMISSAL OR JUDGMENT HAS BEEN ENTERED, NO APPEARANCE IS NECESSARY.

EAST BAY
COMMUNITY
LAW CENTER

July 29, 2016
Via U.S. Mail

H.G. Long
Attorney at Law
474 W. Orange Show RD
San Bernardino, CA 92408

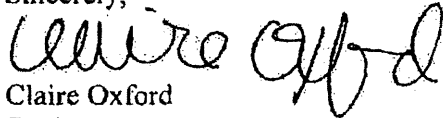
Re: *BD Opportunity 1 LP v. Jeffers*
Alameda County Superior Court case no.: RG 16 817 152
Settlement Stipulation

Dear Ms. Long:

Enclosed please find a check for \$3,800, amounting to Ms. Jeffers' rent for August 2016, September 2016, October 2016, and November 2016 at \$950 per month, as per Paragraph 3 of the settlement Stipulation. As this includes Ms. Jeffers' final payment referred to in Paragraphs 7 and 8 of the Stipulation, please dismiss this case within five days, as required by Paragraph 8.

Ms. Jeffers' next rent payment will be on or before December 5, 2016.

Sincerely,



Claire Oxford
Student Intern
Supervised by Staff Attorney Ubaldo Fernandez

Ubaldo Fernandez

From: Claire Oxford
Sent: Thursday, July 28, 2016 12:32 PM
To: HGLongAtty; FastEvict23@fastevict.com
Cc: Ubaldo Fernandez
Subject: Rent Payment for BD Opportunity 1 LP v. Jeffers (RG 16 817 152)

Ms. Long,

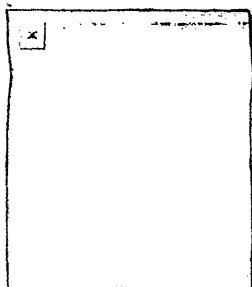
We have a client trust account for Ms. Jeffers' rent and are writing to confirm that is OK for us to send Ms. Jeffers' rent payments to your office and made out to "H.G. Long and Associates". If that is OK, I will mail a check for her rent to H.G. Long & Associates, 474 W. Orange Show RD, San Bernardino, CA 92408. If it is not OK, please advise me on where and to whom I should mail the check. Please also advise to whom the check should be made out.

If we do not hear from you by the end of the day, we will send out a check to you tomorrow.

Best,

Claire

Claire Oxford
Clinical Student
Supervised by Staff Attorney Ubaldo Fernandez
East Bay Community Law Center
2921 Adeline Street
Berkeley, CA 94703
t: 510-548-4040
e: coxford@ebclc.org



*25 Years of Justice through
Education and Advocacy*

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PAMA MANAGEMENT INC.

Item 17

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

City of Oakland Rent Adjust Program
Keith Mason
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034

RE: Case No T19-0272 Jeffers v BD Opportunity 1 LP

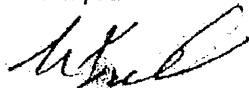
Dear Mr. Mason,

Enclosed are documents being mailed to Ms. Colleen Jeffers (tenant) for a new rent increase effective October 1, 2019. The previous rent increase, which is being petitioned by the tenant, has been rescinded.

Please inform us what needs to be done to formally rescind the rent increase being petitioned, case no T19-0272.

You may contact us at 626-575-3070 x226 or email (preferred) nevin@pamamgt.com

Thank you



Pama Management

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000169²³

Item 17

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE., SUITE 20
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

Colleen Jeffers
7123 Holly St
Oakland, CA 94621

RE: New Rental Increase

Dear Ms. Jeffers:

Enclosed with this letter is a new rental increase that takes effect on October 1, 2019. The previous increase that was proposed for July 1, 2019 is rescinded. Also included is the Notice to Tenants of the Residential Rent Adjustment Program

This new increase utilizes banking for a deferred CPI limited rent increase that was not given in 2018. The city form which calculates banking titled Calculation of Deferred CPI Increases (Banking) is included. Please note, the move-in date is not relevant, the new effective date was October 1, 2017.

Approval from the City of Oakland is not needed to increase rent based on banking. A copy of this rule is included.

A representative of Pama Management should be scheduling a date to inspect your unit to assess the condition. If any repairs or maintenance items are needed, please inform the representative.

If you have any questions or inquiries, please contact us at 626-575-3070 x226 or email Nevin@pamamgt.com

Thank you



Pama Management

000170²⁴

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.

CIUDAD DE OAKLAND



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

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

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

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

26

Item 17

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

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

Recibí una copia de este aviso el _____
(Fecha) (Firma del inquilino)

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

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

Jeffers Timeline

Tenant Complaint Date	Item Repair Date	Item (RAP = City of Oakland Rent Adjustment Program / Tenant = Colleen Jeffers)	Relevant Files	
	05/22/2016	Repaired damaged drywall, baseboards, bathroom door. Applied mildew treatment. Replace toilet, kitchen faucet, kitchen range hood, new bathroom ceiling fan, wall furnace thermostat, and P trap piping for kitchen sink. New paint and baseboards.	2016-05-22 Unit Repairs.pdf	Item 1
	05/31/2016	Roach treatment to all six units	2016-05-31 Pest Control.pdf	Item 2
	07/26/2016	Stipulation filed, See ledger card for proof of rent credited, Unlawful detainer RD16817152	2016-07-26 Stipulation, 2020-12-22 ledger card	Item 3
	07/29/2016	Payment proof for the adjusted rent	2016-07-29 Confirmation of Rent Payment per Stipulation	Item 4
	10/14/2016	Violation for unpermitted windows and broken windows, rodent infestation, and hole in wall. Violation was appealed and re-inspected (according to page 10 of document) on 12/5/16.	2016-10-14 Violation and Appeal.pdf 2016-10-14 Violation and Appeal (2).pdf	Item 5
	11/02/2016	Rodent and pest control service to all units	2016-11-02 Pest Control.pdf	Item 6
	01/04/2017	Housing and Community Development Dept, Rent Adjustment Program Hearing Decision	2017-07-04 T16-0526 Hearing Decision	Item 7
	10/11/2017	Periodic pest and rodent treatment	2017-10-11 Pest Control.pdf	Item 8
	11/08/2018	Bought 3 sets of blinds, installed 3 blinds, installed 3 smoke/CO detectors, installed bulbs, replaced 4 door knobs, cleaned trash (in Spanish)	2018-11-8 Unit Maintenance.pdf	Item 9
	11/30/2018	All units had their smoke/CO detectors inspected (in Spanish)	2018-11-30 Inspect Detectors.pdf	Item 10
	02/14/2019	Pest Control/fumigation	2019-02-14 Pest Control.pdf	Item 11
03/10/2019	03/12/2019	Broke concrete and inspected gas lines for apartment building (in Spanish)	2019-03-12 Gas Line Inspection.pdf	Item 12
	03/15/2019	Pest Control	2019-03-15 Pest Control.pdf	Item 13
03/10/2019	03/21/2019	Replaced gas lines/pipes, earthquake shut-off valves, water heater (w/ earthquake straps, shut-off valve, tap line, and supply lines), and venting for water heaters. Supervisor stated the downtime for the gas was 7 days, but if the tenant stated they reported the issues on 3/10/19 and the referenced report shows 3/21/19, it would be 12 days.	2019-03-21 Gas Line Repair.pdf	Item 14
03/25/2019		City violation was issued for broken window, wall above entry door has water intrusion damage, front security door is damaged, and bathroom ceiling fan is not working properly. City records show it was abated We are missing the document(s) that show when this was corrected	City Violation Summary.pdf 2019-03-25 Violation.pdf	Item 15
	06/12/2019	Pest control services to all units	2019-06-12 Pest Control.pdf	Item 16
	08/26/2019	Letter mailed to RAP and tenant stating the rent increases effective 4/1/19 and 7/1/19 have been rescinded. Letter included RAP notices and banking calculations. No proof of signatures on application form due to PDF file conversion and signing after scanning (technical error). The rent increase effective 10/1/19 would be relevant to case T19-0455. T19-0272 and T19-0325 have had their rent increases rescinded, and that was communicated to RAP	October Rent Banking & Letter to RAP.pdf RE Case T19-0455.msg	Item 17

6-1

	09/06/2019	Pest control services to unit. Cabinets, walls, and ceiling painting - two layers. All of tenant's belongings were covered as to not damage them. Covered all holes in the walls (in Spanish). It was noted verbally by supervisor and contractor that it has been very difficult to gain entrance to the unit to perform follow up work due to tenant not present, denial of entry, and apartment being messy with trash and belongings in the way	2019-09-06 Pest Control & Painting.pdf	Item 18
	<10/02/2019	Spoke to tenant about rescinding 4/1/19 and 7/1/19 rent increases. Also confirmed verbally with tenant, twice, if any outstanding maintenance items remained - tenant confirmed nothing was outstanding		Item 19
	03/12/2020	New window	2020-03-12 Window.pdf	Item 20
	03/13/2020	Installed new building address numbers, new fence wood, picked up trash, change some door knobs	2020-03-13 Property Maintenance.pdf	Item 21
<6/30/2020	<6/30/2020	Unclogged the tub drain	2020-June Plumbing.pdf	Item 22
	07/13/2020	Fumigation of unit. A thorough and complete fumigation was not possible since tenant left trash and belongings throughout apartment	2020-07-13 Unit not cleaned for fumigation (2).mp4 2020-07-13 Unit not cleaned for fumigation.mp4	Item 23
	08/11/2020	Two new windows	2020-08-11 Window.pdf	Item 24

CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0272, Jeffers v. BD Opportunity 1, LP
T19-0325, Jeffers v. BD Opportunity 1, LP ✓

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

APPEARANCES: Colleen Jeffers, Tenant
Xavier Johnson, Tenant Representative
Christina Micciche, Owner Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0325, on June 24, 2019, which contests a rent increase effective July 1, 2019, raising the rent from \$951.39 to \$1,018.16, and a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 on the following grounds:

- The CPI¹ was calculated incorrectly;

¹ Consumer Price Index

- 7 -

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000264

- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;*
- No Notice to Tenants of the Residential Rent Adjustment Program Notice (RAP Notice) at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The tenant filed the petition, T19-0272, on April 29, 2019, which contests a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 and a rent increase effective October 1, 2017, raising the rent from \$930.00 to \$951.39, on the following grounds:

- The CPI was calculated incorrectly;
- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No RAP Notice at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The owner only filed a timely response to the tenant petition in T19-0272. The owner did not file an Owner Response to the tenant petition in T19-0325.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given the RAP Notice?
2. What is the allowable rent?
3. Has the tenant suffered decreased housing services?
4. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

//

EVIDENCE

Rental History

The subject unit was rented by the tenant in February 2013, at an initial rate of \$950.00, per month. The tenant testified that she did not receive a RAP Notice at the inception of her tenancy. She also testified that she did file a petition with the Rent Adjustment Program, previously.² After receiving the decision in the prior case, the tenant paid \$930.00, pursuant to the decision. The tenant has not received any rent increase notices from the owner, indicating that the conditions have been restored.

The tenant testified she received the following Notices of Rent Increase:³

- \$930.00 to \$951.39, effective October 1, 2017;
- \$951.39 to \$1,046.00, effective April 1, 2019;
- \$951.39 to \$1018.16, effective July 1, 2019; and
- \$951.39 to \$1018.16, effective October 1, 2019.

separate

The tenant testified that she is currently paying \$1,018.16 and has done that for two months. The tenant testified that she also paid \$1051.39 per month for rent as well. The tenant testified that while she could not remember exactly what months she paid what amount, she did have receipts for some of her rent payments.⁴ The rent receipts indicate that the tenant made the following rent payments:

Date of Receipt	Amount of Receipt
02/2/17	\$ 950.00
04/03/17	\$ 930.00
07/02/17	\$ 930.00
10/02/17	\$ 930.00
	\$ 951.50
06/24/18	\$ 951.39
11/29/18	\$ 951.56
12/23/18	\$ 951.56
02/23/19	\$ 951.56

² T16-0526, Jeffers v. Pama Management.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

⁴ Exhibit B.

been addressed since the leak. The tenant further testified that a couple of months ago, the property owner sent someone out who painted the kitchen cabinets. The tenant testified the cabinets were painted without cleaning and that as a result, some of the cabinets are different colors. She admitted that she's reluctant to have guests because of the condition of the cabinets. She also testified that she is still getting leaks as recently as a few days before the hearing. She reported a few days before the hearing that she went to retrieve something in the cabinet, and it was wet. She reported this instance to Rosie, the agent of the owner. X →

New York

Windows

The tenant testified that the front-facing windows are not properly sealed and that they let in car exhaust and cold air. The tenant testified that she first noticed the windows were letting in exhaust in early 2017. She notified the previous property management company. The tenant testified that the owner changed all the windows, except for hers. As a result, she has difficulty breathing. X →

to check with claud check around there me

The Notice of Violation, dated March 26, 2019, includes a violation for the front bedroom window, next to the parking lot.⁹ X →

Infestation

The tenant testified she noticed the roach infestation and reported the condition. She reported that the property owner had someone coming out spraying, but that they only spray one unit. She has not noticed a decrease in the infestation. Additionally, there is a rodent infestation. She was unable to recall the number of mice she has seen in the unit. The tenant testified that she sees a mouse almost every other day.

The subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.¹⁰ X

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⁹ Exhibit D.
¹⁰ Exhibit E.

Rebuttal testimony

The owner's representative offered rebuttal testimony. She testified that she did not know the amount of rent the tenant was paying. She testified that she is a supervisor at the property management company and that the subject unit is not under her supervision, nor is the person who supervises the building. The owner representative indicated that the property she supervises is in Stockton, CA, but that it is not rent-controlled. Furthermore, she testified that she does not supervise any properties subject to a rent ordinance.

The owner representative testified that she was not aware of any of the conditions alleged by the tenant in her petition.

The owner's representative was asked to attend the Hearing, based upon her proximity to the Hearing location. She was initially relocated to supervise the Stockton properties, for three months, but has been there for six months. The owner representative did not have the opportunity to do a site visit of the subject unit. She testified that she had never been to the subject property.

The representative found out about the Hearing, from her boss, DJ, the day before the Hearing. She received documents that had been scanned to her from Nevin, in the legal department. She does not participate in the process or know what the process is to respond to a tenant's petition, and their corporate office handles that.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹¹ and, together with any notice of rent increase or change in the terms of a tenancy.¹²

The Hearing Decision issued in the prior petition, T16-0526, was issued on January 25, 2017, and was not appealed. The Hearing Decision is final. Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The decision

(Handwritten note: why # 20 p 021 note)

¹¹ O.M.C. § 8.22.060(A)

¹² O.M.C. § 8.22.070(H)(1)(A)

03/29/19	\$ 49.00
07/21/19	\$ 951.39
	\$1,000.00
09/28/19	\$1,000.00
09/28/19	\$ 18.16

The tenant testified that she has some rent receipts for rental payments; however, she indicated that she did not have every single receipt.⁵

Decreased Housing Services

March 2016 fixed dates ✓

Water Leaks

The tenant testified that there was a plumbing leak from the upstairs unit into the bathroom in her unit, in October 2016. The tenant testified that she called the property owner when she noticed the leak. She testified that the leak was resolved in two days but that nothing had been done to address the mold and water seepage issues.⁶

A Notice of Violation, dated March 26, 2019, was issued for the subject unit. The subject unit was cited for a violation for water intrusion damage over the front door.⁷

Gas Shutoff

The tenant testified that there was an extended gas shut off that resulted in no heat and hot water; additionally, she was unable to use the stove or oven.⁸ She testified that she took a picture of the PG&E shutoff notice and sent it via text on March 10, 2019, and that the gas was off for approximately three weeks. *10 day*

Kitchen cabinets and walls

The tenant testified that the cabinet and walls were damaged from the water leak in 2016. The tenant testified that the kitchen cabinets, walls, and baseboards have not

⁵ The parties were allotted additional time to provide documentation regarding rent paid. The respondent was given seven days to provide a rent ledger. The petitioner was given until November 14, 2019, to review and respond. The matter was to be submitted for decision by November 21, 2019.

⁶ Exhibit G.

⁷ Exhibit D.

⁸ Exhibit C.

also found that the tenant had not been served with the RAP Notice. Further, the testimony that she has not received a RAP Notice was undisputed. Accordingly, the tenant was not given written notice of the RAP Program.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹³ and together with any notice of rent increase or change in any term of the tenancy.¹⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹⁵

Again, Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00.

The tenant's testimony that she never received a notice indicating that the conditions were restored is undisputed. Moreover, the evidence supports the tenant's undisputed testimony that she did not receive a RAP Notice with the Notices of Rent Increase. Accordingly, the rent increases are invalid, and the tenant's base rent remains \$950.00, less ongoing decreased housing services in the amount of \$20.00, or \$930.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁶ and may be corrected by a rent adjustment.¹⁷ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date

¹³ O.M.C. Section 8.22.060(A)

¹⁴ O.M.C. Section 8.22.070(H)(1)(A)

¹⁵ O.M.C. Section 8.22.060(C)

¹⁶ O.M.C. § 8.22.070(F)

¹⁷ O.M.C. § 8.22.110(E)

the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁸ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Water Leaks

The evidence of the water leaking in the subject unit is undisputed. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Gas Shutoff

The evidence of the gas shut off to the subject unit is uncontradicted. Thus, the tenant is entitled to a 50% rent credit for March 2019. X 10 8

Kitchen cabinets and walls

The evidence of the damage to the kitchen cabinets and walls in the subject unit is uncontested. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Windows

The evidence of the windows needing repair in the subject unit is undisputed. Moreover, the window damage was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 5% rent credit from January 2017 until the violation is abated. X

¹⁸ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

Infestation

The evidence of the infestation in the subject unit is uncontradicted. Moreover, the evidence of infestation was noted by Vector Control, indicating a condition that affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 10% rent credit from October 2016, until the violation is abated. ✓

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$930.00 per month. The evidence establishes that the tenant paid \$951.39 from October 1, 2017, until September 30, 2019. Further, the evidence establishes that from October 1, 2019, the tenant began paying \$1018.16. Accordingly, the tenant is entitled to restitution for the overpayments of rent in the amount of \$954.31.¹⁹ 6570

Service Lost	From	To	Rent	% Rent	Decrease /month	No. Months	Overpaid
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00	50%	\$ 465.00	1	\$ 465.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES:							\$ 25,110.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT:							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$25,110.00. The tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

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¹⁹ This total assumes that the tenant continued to pay \$1018.16 through February 2020. If that is not the case the numbers should be adjusted by the parties, with jurisdiction reserved.

Restitution is usually awarded over 12 months, but when the tenant is owed 58971% of the monthly rent, it is proper to extend the restitution period to 96 months.²⁰ Amortized over 96 months, the restitution amount is \$271.50 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$658.50. From March 2020 through December 2025, the rent will be \$658.50, less the deduction for ongoing decreased housing services.

ORDER

1. Petitions T19-0272 and T19-0325 are granted.
2. The base rent for the subject unit is \$950.00 per month before deductions for decreased housing services.
3. The total overpayment by the tenant is \$25,110.00 for past decreased housing services and \$954.31 for overpaid rent, for a total overpayment of \$26,064.31.
4. Due to ongoing conditions, the tenant is entitled to an ongoing decrease in rent in the amount of 65%, in addition to the previously awarded ongoing decrease in housing services.
5. The tenant's rent is stated below as follows:

Base rent	\$ 950.00
Less restitution	\$ 271.50
Less ongoing decreased services ²¹	\$ 624.50
Net Rent on March 1, 2020	\$ 54.00

6. The tenant's rent for March 2020, through February 2028, is \$54.00. The rent will revert to the current legal rent of \$930.00 in March 2028.
7. Once the evidence of water intrusion damages, including the kitchen cabinets and walls, as noted in the Notice of Violation, is repaired and after further

²⁰ Regulations, §8.22.110(F).

²¹ This includes the amount previously awarded in T16-0526.

City inspection noting the violation is abated and upon proper notice in accordance with Section 827 of the California Civil Code, the rent can be increased by 50% * (\$465.00).

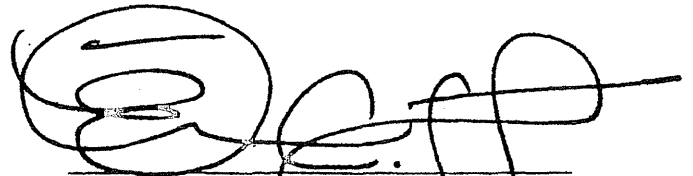
8. Once the windows, as noted in the Notice of Violation, are repaired and after further City inspection, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 5% (\$46.50).

9. Once the infestation is noted to be abated after further inspection by Vector Control, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 10% (\$93.00). * *Je Jn*

10. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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: January 21, 2020


Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE
Case Number T19-0272; T19-0325

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

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

Documents Included
Hearing Decision

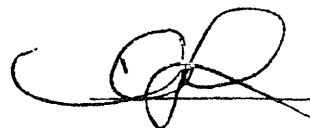
Manager
Nevin Iwatsuru, Pama Management
~~4900 Santa Anita Avenue Suite 2C~~
El Monte, CA 91731

Owner
BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Tenant
Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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 **January 23, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

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Housing and Community Development Department
Rent Adjustment Program

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

Housing Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 & T19-0325, Jeffers v. BD Opportunity 1, LP
APPEAL HEARING: February 24, 2022
PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA
APPEARANCES: Helen Grayce Long (Owner Representative/Appellant)
David Hall (Tenant Representative/Respondent)

PROCEDURAL BACKGROUND

The tenant filed two petitions, claiming she never received the notice of the existence of the Rent Adjustment Program, and contesting the following monthly rent increases:

- a. Petition filed April 29, 2019
 - Rent increase served 9/2019¹ from \$930.00 to \$951.39;
 - Rent increase served 3/9/19 from \$951.39 to \$1,046.00.
- b. Petition filed June 24, 2019
 - Rent increase served 9/2017 from \$930.00 to \$951.39;
 - Rent increase served 3/9/19 effective 4/1/19, from \$951.39 to \$1,046.00;
 - Rent increase served 5/15/19 effective 7/1/19, from \$951.39 to \$1,018.16.

The tenant also claimed several decreased housing services, including the following:

- Plumbing leak in bathroom;
- Extended gas shutoff;
- Kitchen cabinets, walls, and baseboard damaged;
- Front facing windows not properly sealed.

The owner representative filed a Property Owner Response on September 9, 2019, stating that the rent increase effective July 1, 2019 was rescinded, the decreased services are not services but are conditions, which had all been corrected or were in the process

¹ The later petition clarified that this date was a typo and should have been 9/20/17 instead of 9/20/19.

of being corrected, and there were no services that currently needed attention. On August 28, 2019, the owner also filed documentation showing that the July 1, 2019 rent increase had been rescinded, and that the tenant had been served with a new rent increase notice on or around August 26, 2019 that included an attached RAP Notice.

A hearing on the petitions was held on November 7, 2019. The hearing officer issued a decision in January 2020 finding that the tenant had never been served with a RAP Notice, setting the tenant's monthly base rent at \$950.00, and granting \$25,110.00 in restitution for decreased housing services as follows:

- 25% rent reduction for water leaks starting in October 2016 through the present (ongoing until abated);
- 50% rent reduction for gas shutoff in March 2019;
- 25% rent reduction for damaged kitchen cabinets and walls starting in October 2016 through the present (ongoing until abated);
- 5% rent reduction for inadequately sealed front windows starting in January 2017 through the present (ongoing until abated);
- 10% rent reduction for roach and rodent infestation starting in October 2016 through the present (ongoing until abated).

The hearing officer also found that the tenant was entitled to restitution for overpaid rent in the amount of \$954.31.

The owner filed an appeal on February 10, 2020, on various grounds. On September 10, 2020, the appeal was heard by the HRRRB. The Board remanded the case to the hearing officer to recalculate the restitution. Specifically, the Board directed that (1) the restitution for March 2019 not exceed 100% of the rent, (2) the end date of the restitution period is limited to the hearing date, and (3) the hearing officer consider prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

RULING ON THE CASE

The Hearing Officer issued a Remand Decision on August 9, 2021, which (1) revised the restitution award for the period of March 2019, reducing the rent decrease for the gas shutoff from \$465 to \$300, for a total rent decrease amount for that month of \$904.50 (approximately 97% of the \$930 monthly rent) and a total restitution award of \$24,945 and (2) considered prior decisions of the Board regarding on the policy of limiting restitution to three years. The Decision did not consider prior Board decisions regarding rent reductions for similar decreased housing services. Despite mentioning the Board direction limiting the end of the restitution period to the hearing date, the Decision retained the end dates of the various restitution awards that occurred after the date of November 2019 hearing, including February 28, 2020 (water leaks) and February 29, 2020 (kitchen cabinets and walls, windows, and infestation).

GROUND FOR APPEAL

The owner timely appealed the Remand Decision on the grounds that (1) the decision is inconsistent with prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other Hearing Officers, (3) the decision raises a new policy issue that has not been decided by the Board, (4) the decision violates federal, state or local law, (5) the decision is not supported by substantial evidence, and (4) denial of sufficient opportunity to respond to petitioner's claim. The owner contended (1) the Remand Decision did not consider the Hearing Decision in T16-0526, Jeffers v. Pama Management, which, while ruling on similar decreased housing services, was not appealed to the Board, (2) the original January 2020 Hearing Decision in this case is inconsistent with T16-0526, (3) the tenant already received a rent waiver in 2016 pursuant to a stipulation related to a court filing and should not receive further rent abatement for periods of 2016, (4) the January 2020 Hearing Decision is not supported by substantial evidence, (5) due process is violated by not allowing the owner to introduce new evidence on appeal, (6) the owner's representative at the 2019 hearing knew nothing about the tenancy, (7) the tenant did receive a RAP notice, and (8) the beginning date of the rent reduction period should be March 26, 2019, from the Notice of violation from the City.

BOARD DECISION

After presentation of party arguments, rebuttal, questions to the party, and Board discussion, C. Oshinuga moved to remand the decision to (1) limit the restitution period to the date of the hearing and (2) consider prior decisions of the Board regarding rent reductions for similar decreased housing services so that the decision is consistent with those prior decisions and identify the prior decisions that are relied upon. D. Ingram seconded.

The Board voted as follows:

Aye: R. Nickens, C. Oshinuga, B. Scott, E. Torres, T. Williams, D. Ingram
Nay: None
Abstain: None

The motion was approved.

Chanee Franklin Minor

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

March 14, 2022

DATE

#3156104v1

PROOF OF SERVICE
Case Numbers T19-0272 & T19-0325

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

Appeal Decision

Manager

Nevin Iwatsuru
Pama Management
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Helen Grayce Long
Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd, Floor 2
Valley Village, CA 91607

Tenant

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7123 Holly Street, Unit 1
Oakland, CA 94621


Tenant Representative

David Hall
Centro Legal De La Raza
3400 E. 12th Street
Oakland, CA 94601

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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 14, 2022** in Oakland, CA.



Merna Attalla

Oakland Rent Adjustment Program



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Housing and Community Development Department
Rent Adjustment Program

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APPEAL DECISION

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David Hall (Tenant Representative/Respondent)

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The owner representative filed a Property Owner Response on September 9, 2019, stating that the rent increase effective July 1, 2019 was rescinded, the decreased services are not services but are conditions, which had all been corrected or were in the process

¹ The later petition clarified that this date was a typo and should have been 9/20/17 instead of 9/20/19.

of being corrected, and there were no services that currently needed attention. On August 28, 2019, the owner also filed documentation showing that the July 1, 2019 rent increase had been rescinded, and that the tenant had been served with a new rent increase notice on or around August 26, 2019 that included an attached RAP Notice.

A hearing on the petitions was held on November 7, 2019. The hearing officer issued a decision in January 2020 finding that the tenant had never been served with a RAP Notice, setting the tenant's monthly base rent at \$950.00, and granting \$25,110.00 in restitution for decreased housing services as follows:

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The hearing officer also found that the tenant was entitled to restitution for overpaid rent in the amount of \$954.31.

The owner filed an appeal on February 10, 2020, on various grounds. On September 10, 2020, the appeal was heard by the HRRRB. The Board remanded the case to the hearing officer to recalculate the restitution. Specifically, the Board directed that (1) the restitution for March 2019 not exceed 100% of the rent, (2) the end date of the restitution period is limited to the hearing date, and (3) the hearing officer consider prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

RULING ON THE CASE

The Hearing Officer issued a Remand Decision on August 9, 2021, which (1) revised the restitution award for the period of March 2019, reducing the rent decrease for the gas shutoff from \$465 to \$300, for a total rent decrease amount for that month of \$904.50 (approximately 97% of the \$930 monthly rent) and a total restitution award of \$24,945 and (2) considered prior decisions of the Board regarding on the policy of limiting restitution to three years. The Decision did not consider prior Board decisions regarding rent reductions for similar decreased housing services. Despite mentioning the Board direction limiting the end of the restitution period to the hearing date, the Decision retained the end dates of the various restitution awards that occurred after the date of November 2019 hearing, including February 28, 2020 (water leaks) and February 29, 2020 (kitchen cabinets and walls, windows, and infestation).

GROUND FOR APPEAL

The owner timely appealed the Remand Decision on the grounds that (1) the decision is inconsistent with prior decisions of the Board, (2) the decision is inconsistent with decisions issued by other Hearing Officers, (3) the decision raises a new policy issue that has not been decided by the Board, (4) the decision violates federal, state or local law, (5) the decision is not supported by substantial evidence, and (4) denial of sufficient opportunity to respond to petitioner's claim. The owner contended (1) the Remand Decision did not consider the Hearing Decision in T16-0526, Jeffers v. Pama Management, which, while ruling on similar decreased housing services, was not appealed to the Board, (2) the original January 2020 Hearing Decision in this case is inconsistent with T16-0526, (3) the tenant already received a rent waiver in 2016 pursuant to a stipulation related to a court filing and should not receive further rent abatement for periods of 2016, (4) the January 2020 Hearing Decision is not supported by substantial evidence, (5) due process is violated by not allowing the owner to introduce new evidence on appeal, (6) the owner's representative at the 2019 hearing knew nothing about the tenancy, (7) the tenant did receive a RAP notice, and (8) the beginning date of the rent reduction period should be March 26, 2019, from the Notice of violation from the City.

BOARD DECISION

After presentation of party arguments, rebuttal, questions to the party, and Board discussion, C. Oshinuga moved to remand the decision to (1) limit the restitution period to the date of the hearing and (2) consider prior decisions of the Board regarding rent reductions for similar decreased housing services so that the decision is consistent with those prior decisions and identify the prior decisions that are relied upon. D. Ingram seconded.

The Board voted as follows:

Aye: R. Nickens, C. Oshinuga, B. Scott, E. Torres, T. Williams, D. Ingram
Nay: None
Abstain: None

The motion was approved.

Chanée Franklin Minor

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

March 14, 2022

DATE

#3156104v1

PROOF OF SERVICE
Case Numbers T19-0272 & T19-0325

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Owner Representative

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Tenant

Colleen Jeffers
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Oakland, CA 94621


Tenant Representative

David Hall
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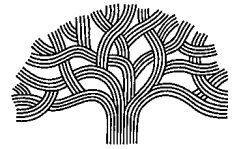
business.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **March 14, 2022** in Oakland, CA.



Merna Attalla

Oakland Rent Adjustment Program



REMAND DECISION

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF APPEAL HEARING: September 10, 2020

DATE OF APPEAL DECISION: December 7, 2020

DATE OF REMAND DECISION: August 9, 2021

DATE OF APPEAL HEARING: February 24, 2022

DATE OF APPEAL DECISION: March 14, 2022

DATE OF REMAND DECISION: January 30, 2023

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased

housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer. The Remand Decision was issued on August 9, 2021, and granted restitution in the total amount of \$ 25,899.31. The landlord filed a second Appeal, and on September 10, March 14, 2022, The Housing, Residential Rent and Relocation Board (Board) remanded the matter back to the Hearing Officer to

1. Limit the restitution period to the date of the hearing; and
2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions and identify the prior decisions that are relied upon.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

The subject unit was issued a Notice of Violation on March 26, 2019.¹ Thereafter, the Tenant filed petitions on April 29, 2019, and June 24, 2019. Each petition contended that there were current health, safety, fire, or building code violations in the unit because the owner failed to request repair and maintenance. Additionally, the subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.²

The owner's representative offered rebuttal testimony, that did not contradict any of the evidence presented by the Tenant. She did not know the amount of rent the tenant was paying, that the subject unit was not under her supervision, nor did she supervise the building. Additionally, she had no first-hand knowledge of the conditions of the subject unit as did not have the opportunity to do a site visit of the subject unit and had never been to the subject property.

¹ Exhibit D.

² Exhibit E.

The Tenant's unit was “untenantable,” as the term is used in California law.³ Therefore, it is found that there were so many violations of the California Health and Safety Code that the unit had no rental value, and the landlord collected all rent in violation of the law.⁴ Accordingly, the lawful rent is zero.⁵

At the time of the hearing on January 13, 2020, the Notice of Violation was still outstanding, and the credible testimony was that while there had been some improvement, significant progress was still to be made.

Accordingly, the Tenant is entitled to restitution, as calculated pursuant to the Appeal decision, dated June 10, 2022, from October 2016. to the date of hearing on January 13, 2020.

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Oct-16	30-Nov-19	\$930	\$0	\$ 930.00	38	\$ 35,340.00
TOTAL OVERPAID RENT						\$ 35,340.00
RESTITUTION						
MONTHLY RENT						\$930
TOTAL TO BE REPAID TO TENANT						\$ 35,340.00
TOTAL AS PERCENT OF MONTHLY RENT						3800%
AMORTIZED OVER		84	MO. BY REG. IS		\$ 420.71	
OR OVER		MONTHS BY HRG. OFFICER IS				

The chart above indicates restitution for decreased housing services valued at \$35,340.00. The restitution period was amortized over 84 months. Accordingly, the restitution amount per month is now \$420.71.

Therefore, the Tenant’s monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$509.29, for 96 months.

//

³ Civil Code Section 1941.1

⁴ Section 17920.3

⁵ The concept of “zero rent” is recognized in California law. Civil Code Section 1942.4 prohibits a landlord from collecting rent for a unit with serious health or safety Code violations for which a Notice to Abate has been outstanding for 35 days.

Prior Decisions

The appeal decision also indicated that the undersigned was to consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions and identify the prior decisions that are relied upon.

The undersigned has reviewed and relied on the following decisions:

T13-0001, Baragano v. Discovery Inv.

T18-0301, Lowery v. Abdul,

T18-0325, Lowery v. Abdulla

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the 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: January 30, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number(s): T19-0272, T19-0325

Case Name: Jeffers v. BD Opportunity 1 LP

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

Remand Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Helen Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 91607

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

Tenant Representative

David Hall, Centro Legal De La Raza
3400 E. 12th Street
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 **January 31, 2023** in Oakland, California.

Brittni Lothlen

Brittni Lothlen
Oakland Rent Adjustment Program

000202

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
455 North Moss Street
Burbank, CA 91502
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

02/13/2023

City of Oakland
Rent Adjustment Program

RE: COLLEEN JEFFERS/CITY OF OAKLAND
7123 HOLLY STREET, #1
T19-0272; T19-0325
Appeal of January 30, 2023 Remand Decision

Dear Board:

_____Enclosed are the forms that you requested.

_____Please sign enclosed documents where indicated and return.

_____Please contact this office immediately.

_____Your check was sent 'unsigned'. Please sign and return immediately.

_____Please review and contact this office.

_____Enclosed is settlement check.

_____Enclosures are for your file.

xx_____Enclosures are for your review.

_____Please supply this office with your telephone number.

xx Attached is the Appeal on the above-referenced case. Be advised that we are also sending the original to the Rent Adjustment Program by Federal Express today and to the tenant and their representative.

Yours very truly,

HG Long

rec# 553196 - grayce

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000203

02/13/2023

S C A N N E D M I S C D O X

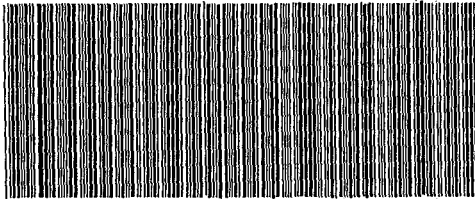
grayce

BD OPPORTUNITY 1 LP, A CALIF.LIMITED PARTNERSHIP -V-
COLLEEN JEFFERS/CITY OF OAKLAND

COURT: OAKLAND CASE NO: T19-0272;T19-0325

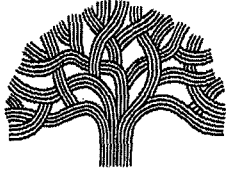
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DO NOT WRITE BELOW THIS LINE



rec# 553196 - grayce

000204



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

APPEAL

Appellant's Name BD opportunity 1 LP		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant	
Property Address (Include Unit Number) 7123 Holly street, #1, Oakland, CA 94621			
Appellant's Mailing Address (For receipt of notices) HG Hong ESA / Dennis P. Block and Assoc. 455 N. Moss St Burbank, CA 91502		Case Number T19-0272; T19-0325	
		Date of Decision appealed January 30, 2023	
Name of Representative (if any) HG Long ESA / Dennis P. Block + Associates		Representative's Mailing Address (For notices) 455 N Moss St. BURBANK, CA 91502	

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: (21)

Supporting documents include, w/decisions Board Decisions should not count. page totals

• 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 1/13/23, 2023, I placed a copy of this form, and all attached pages, in the United States mail or deposited it with a commercial carrier, using a service at least as expeditious as first-class mail, with all postage or charges fully prepaid, addressed to each opposing party as follows:

Name	HOLLY JEFFERS
Address	7123 Oakland Holly Street #1
City, State Zip	Oakland, CA 94620
Name	David Hall, Centro De La Raza
Address	3400 E 12 th Street
City, State Zip	Oakland, CA 94601

	1/13/23
--	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE

PROOF OF OVERNIGHT MAILING

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California.
I am over the age of 18 and not a party to the within action; my
business address is 455 N. MOSS STREET, BURBANK, CA 91502.

On 02/13/2023, I served the foregoing document described as:
APPEAL OF REMAND DECISION OF JANUARY 30, 2023 (T19-0272,T19-0325)
placing the true copies thereof enclosed in sealed envelope(s)
addressed to the interested parties in this action as stated below:

Rent Adjustment Program
250 Frank Ogawa Plazz, Suite 5313
Oakland, CA 94612
Attn: Appeals

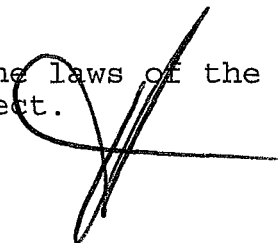
COLLEEN JEFFERS
7123 HOLLY STREET, #1
OAKLAND, CA 94621

David Hall
Centro De La Raza
3400 E 12th Street
Oakland, CA 94601

I caused such envelope with postage thereon fully prepaid to be
placed in the Federal Express Box at BURBANK, CA.

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

Executed 02/13/2023 at BURBANK, CA



HG Long

grayce/553196

000207

The Law Firm of
DENNIS P. BLOCK & ASSOCIATES, APC

A Professional Law Corporation
455 North Moss Street
Burbank, CA 91502
(323) 938-2868 (Phone)
(323) 938-6069 (Fax)

02/08/23

Via email to:
hearingsunit@oaklandca.gov
and federal express

City of Oakland
Rent Adjustment Program
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612

Colleen Jeffers
7123 Holly Street, #1
Oakland, CA 94621

Re: Appeal of Remand Hearing on T19-0272-T19-0325-Jeffers v. BD Opportunity
Attn: City of Oakand/Rent Adjustment Program:

This letter is to confirm that my client BD Opportunity 1, LP is appealing for several reasons the 2nd remand decision rendered on January 30, 2023, eleven months after the Appeal Decision of March 14, 2022 by Elan Consuella Lambert. See Exhibit 1-remand decision of January 30, 2023.

First, under 2(e), the decision of Ms. Lambert is not supported by SUBSTANTIAL evidence. Ms. Lambert was directed on the remand to only award damages up to the date of the hearing decision of January 21, 2020. On the first remand decision of August 9, 2021, see attached Exhibit 2, she failed do so and she failed to review previous hearing officers decisions on the SAME PROPERTY. For the record, I believe there is some confusion with the Appeals board regarding this issue. At the first appeal I attended, I argued that the decision was inconsistent with prior hearing officers decisions for the same property. I think that the appeals board must look at the minutes of the first appeal hearing on September 19, 2020 to clear up this issue. The appeal is based on the fact that Ms. Lambert's decision is INCONSISTENT with prior hearing officers decisions for the same property specifically as outlined below.

Also Ms. Lambert failed to adjust her numbers as she was requested to do on the second remand. Instead, in her new decision, Ms. Lambert INCREASED the amount of deductions to the tenant from the original hearing amount of \$24,945.00 to \$35,340.00! Clearly Ms. Lambert did not review previous decisions on this case, and she did not review her OWN decision of January 21, 2020 where she awarded \$24,945.00 for rent deductions. Ms. Lambert just contradicted her previous ruling and awarded 100 percent rent deduction for three years. Her previous ruling outlined that the

Continued Next Page ...

Encino	Inglewood	Orange	Long Beach	San Bernardino	Ventura	Pasadena
(818) 986-3147	(310) 673-2996	(714) 634-8232	(562) 434-5000	(909) 877-6565	(805) 653-7264	(626) 798-1014

000208

①

habitability issues only warranted a deduction of total of 65% of the rent from 2016 and 2017. Now magically and not supported by any evidence, Ms Lambert egregiously failed to read even her own previous decision and adjusted her numbers an additional windfall to the tenant of \$10,395! Ms, Lamberts careless review of this case has caused the landlord to suffer additional attorney fees. Further, the tenant has been instructed by her attorney not to pay rent even though the premises are free and clear of any violations. I believe based on the several mistakes made by the hearing officer this matter needs to have a de novo hearing by a new hearing officer. Clearly Ms. Lambert is prejudiced against my client and or landlords in general given that she has not taken the time to adequately review this file and make factually consistent decisions.

Second, under 2(b), the decision is INCONSISTENT with prior decisions of the Board. We had previously appealed the decision and there was a hearing by the City Council on September 10, 2020. At the appeal hearing at which I attended, the decision T19-0272 and T19-0325 rendered on January 21, 2020 was remanded back so that Ms. Lambert could review the previous decisions. Specifically the decision on January 27, 2017 on T16-0526 rendered by Barbara Kong Brown. Clearly, Ms. Lambert did not review the previous decision. See appeal decision as Exhibit 3 and T16-0526 as Exhibit 4.

The remand ruling is inconsistent and not supported by the facts. In the 2016 case there was a site inspection on January 4, 2017. It is inconceivable that Ms. Lambert believed the tenant that there was water leaks, problems with the kitchen cabinets and walls, infestation and problem with the windows dating back from October of 2016. When in fact the tenant had complained about similar problems to the hearing officer in T16-0526 and it was determined that all items were fixed pursuant to the stipulation in unlawful detainer and there was a site inspection on January 4, 2017 which noted none of the these conditions were present. This is a violation of due process and the January 21, 2020 is inconsistent with the PRIOR hearing officers decision and the facts do not support allowing the tenant a rent abatement from 2016 especially in light of the fact that the owner had already waived over 5,300.00 in rent in the unlawful detainer action.

First of all, I want to stress that I believe that this tenant is "gaming" the system. In 2016, \$5,300.00 in rent owed by Ms Jeffers was waived by the landlord due to court eviction proceedings. This amount does not even incorporate the amount of \$26,041.31 that your hearing officer awarded in January 21, 2020 in the attached decision. The remand decision only adjusted the amount by \$165.00. The second remand decision awarded the tenant an additional \$11,000 in rent reductions. As such, Ms. Jeffers will have succeeded in having approximately over \$39,000.00 in rent waived since 2016. Ms. Jeffers will be allowed to live at the property without paying rent from the year 2016 until the year 2028! This is completely inequitable and unfair to BD Opportunity Partners and a violation of DUE PROCESS. Counsel for BD Opportunity was not allowed to participate in the remand hearing and to further the arguments that were addressed at the Appeal.

By way of review on July 26, 2016 a stipulation was reached in unlawful detainer no. RG1681715 where Ms. Jeffers was represented by counsel. The stipulation provided for repairs to the unit and an agreed rental amount of \$950.00 per month. Further, approximately \$5300.00 in rent up to July 2016 was waived. Once the repairs were made counsel for Ms. Jeffers sent rent to my office for August 2016 through November 2016. Further, in your compliance hearing decision T16-0526, your own hearing officer at the hearing on January 4, 2017, determined that Ms. Jeffers claims

of mice and rodent infestation were already resolved. The only money awarded to Ms. Jeffers in that hearing was a reduction of \$60.00 for loss of laundry use. See stipulation as Exhibit 5.

Ms. Jeffers, in the hearing on November 7, 2019, claimed that she had issues with water leaks, kitchen cabinets, windows and mice since October of 2016, Yet in her hearing on January 2017 she made NO MENTION of any water leaks, mice, cabinet or window issues. Further there was a site inspection where none of these problems complained about by Ms. Jeffers were present. As such, Lambert's decision on January of 2020 is not supported by evidence. She did not adequately review the prior decision before awarding on January 21, 2020 Ms. Jeffers retroactive rent adjustments totaling over \$25,000.00. Further, Ms. Lambert was advised to only award up to the date of the hearing of January 2020 and she failed to address that issue in the remand and she also failed to review the previous decision. Now Ms. Lambert has awarded the tenant over \$36,000 in rent reductions.

I feel that Ms. Lambert is prejudiced to my client and I would request another officer review this appeal. She is violating my clients due process by awarding more than 3 years worth of rent abatement based on insufficient evidence presented by the tenant. Ms. Lambert is basing her decision merely on the fact that Ms. Jeffers claims she never received a RAP notice. That was addressed in the previous ruling and the rent increase was determined to be invalid. However, that does not mean that Ms. Jeffers does not have to pay rent whatsoever for 2017 through 2019. It appears that Ms. Lambert believes that no rent needs to be paid during that time period.

My client is being severely penalized in this appeal process merely because they sent a representative who knew nothing about this tenancy on November 7, 2019. This should not cause the tenant to obtain a windfall against the landlord. The city of Oakland has the duty to review the entire file and tenant complaints and landlord responses. Attached please find a copy of the rescission of the rent increase dated August 26, 2019, given to the tenant WHICH INCLUDED A COPY OF THE RAP NOTICE and a copy of the letter with the enclosure was also SENT to the City of Oakland and it should be part of your file whether the landlord provided it at the hearing. To allow the tenant a three year rent abatement because they claim that they never received a RAP notice is absurd. See exhibit 6 letters. Our letters are evidence that Ms. Jeffers did receive the RAP notice and this goes to the credibility of the tenant. Ms. Jeffers also stated that she was having problems with the unit since October of 2016 yet she didn't state these issues in her previous housing hearing and the problems were not evidenced at the site inspection by the City of Oakland on January 4, 2017. The evidence is contradictory and should be weighed against the tenant on appeal.

Attached please find a timeline of all repairs and copies of invoices and or checks to support said repairs will be provided upon request. See exhibit 7. I believe that the rent reductions are not warranted whatsoever in that the landlord always timely makes repairs and fumigates as you can see from the attachments. The tenant should not be allowed to have a windfall because the landlord sent an agent to the hearing on November 7, 2019 without knowledge of the tenancy. Ms. Jeffers was clearly served a copy of the RAP on August 26, 2019 see attached and did not inform the officer at the January 2020 hearing of the same.

Furthermore, Ms. Jeffers as stated in the ruling of January 25, 2017 that habitability issues were addressed in the unlawful detainer handled by my office. I can attest as an officer of the court that repairs were

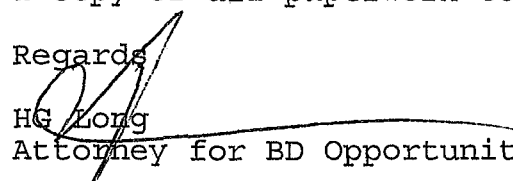
made to Ms. Jeffers unit in 2016 which resulted in our client waiving a large portion of rent and Ms. Jeffers paying the rent of \$950.00 moving forward after the repairs were made. For the hearing officer to now allow a rent abatement during the same time period that the unlawful detainer matter covered is another violation of due process and inconsisted with a stipulated judgment signed by defendant and her attorney which Ms. Jeffers agreed to pay rent up to November 2016. Yet your hearing officer gave a rent reduction from October 2016. Further, Ms. Jeffers agreed with counsel in the stipulation during the eviction that her rent was \$950.00 in 2016. The city of Oakland does not have the authority to void the trial courts decision and lower the rent.

On the first remand Ms. Lambert was directed on the remand to only award damages up to the date of the decision of January 2020. However, she failed to adjust her numbers and allowed the reductions to February 29, 2020. On the second remand she actually increased the reductions to 100% of the rent for three years from 65% and gave the tenant a windfall of an additional \$11,000 in rent reductions.

Lastly the hearing officer in her initial ruling of January 2020 states that the evidence is that there was water intrusion was noted in the Notice of violation from the City dated March 26, 2019. I believe that this is the date where the rent abatement should begin. It is only fair to award the tenant rent abatement from the date of the last violation of March 26, 2019 to the date of the hearing decision on January 21, 2020. Not for three years. I am lastly attaching the ruling of Ms. Lambert of January 21, 2020. I trust that these exhibits of your rulings which put our appeal page limit over 25 pages do not count towards our appeal. Quite frankly the board should take judicial notice of their decisions; however, in this case it does not appear that this happened. See Exhibit 8- decision of January 21, 2020 T19-0272.

I look forward to the appeal hearing and please advise me of the time and date and the zoom information to join the hearing. I am also sending a copy of all paperwork to Ms. Jeffers and her representatives.

Regards

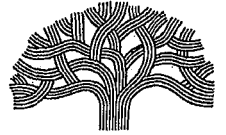

HG Long
Attorney for BD Opportunity 1 LP

rec# 553196 - grayce

000211



EXHIBIT 1



REMAND DECISION

CASE NUMBER(S): T19-0272, T19-0325

CASE NAME: Jeffers v. BD Opportunity 1, LP

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

DATE OF APPEAL HEARING: September 10, 2020

DATE OF APPEAL DECISION: December 7, 2020

DATE OF REMAND DECISION: August 9, 2021

DATE OF APPEAL HEARING: February 24, 2022

DATE OF APPEAL DECISION: March 14, 2022

DATE OF REMAND DECISION: January 30, 2023

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased

housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer. The Remand Decision was issued on August 9, 2021, and granted restitution in the total amount of \$ 25,899.31. The landlord filed a second Appeal, and on September 10, March 14, 2022, The Housing, Residential Rent and Relocation Board (Board) remanded the matter back to the Hearing Officer to

1. Limit the restitution period to the date of the hearing; and
2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions and identify the prior decisions that are relied upon.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

The subject unit was issued a Notice of Violation on March 26, 2019.¹ Thereafter, the Tenant filed petitions on April 29, 2019, and June 24, 2019. Each petition contended that there were current health, safety, fire, or building code violations in the unit because the owner failed to request repair and maintenance. Additionally, the subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.²

The owner's representative offered rebuttal testimony, that did not contradict any of the evidence presented by the Tenant. She did not know the amount of rent the tenant was paying, that the subject unit was not under her supervision, nor did she supervise the building. Additionally, she had no first-hand knowledge of the conditions of the subject unit as did not have the opportunity to do a site visit of the subject unit and had never been to the subject property.

¹ Exhibit D.

² Exhibit E.

The Tenant's unit was "untenantable," as the term is used in California law.³ Therefore, it is found that there were so many violations of the California Health and Safety Code that the unit had no rental value, and the landlord collected all rent in violation of the law.⁴ Accordingly, the lawful rent is zero.⁵

At the time of the hearing on January 13, 2020, the Notice of Violation was still outstanding, and the credible testimony was that while there had been some improvement, significant progress was still to be made.

Accordingly, the Tenant is entitled to restitution, as calculated pursuant to the Appeal decision, dated June 10, 2022, from October 2016. to the date of hearing on January 13, 2020.

From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
1-Oct-16	30-Nov-19	\$930	\$0	\$ 930.00	38	\$ 35,340.00
TOTAL OVERPAID RENT						\$ 35,340.00
RESTITUTION						
MONTHLY RENT						\$930
TOTAL TO BE REPAID TO TENANT						\$ 35,340.00
TOTAL AS PERCENT OF MONTHLY RENT						3800%
AMORTIZED OVER		84	MO. BY REG. IS			\$ 420.71
OR OVER		MONTHS BY HRG. OFFICER IS				

The chart above indicates restitution for decreased housing services valued at \$35,340.00. The restitution period was amortized over 84 months. Accordingly, the restitution amount per month is now \$420.71.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$509.29, for 96 months.

//

³ Civil Code Section 1941.1

⁴ Section 17920.3

⁵ The concept of "zero rent" is recognized in California law. Civil Code Section 1942.4 prohibits a landlord from collecting rent for a unit with serious health or safety Code violations for which a Notice to Abate has been outstanding for 35 days.



Prior Decisions


The appeal decision also indicated that the undersigned was to consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions and identify the prior decisions that are relied upon.

The undersigned has reviewed and relied on the following decisions:

T13-0001, Baragano v. Discovery Inv.
T18-0301, Lowery v. Abdul,
T18-0325, Lowery v. Abdulla

The Hearing Decision is otherwise unchanged.

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 fifteen (15) calendar days after the 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: January 30, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number(s): T19-0272, T19-0325

Case Name: Jeffers v. BD Opportunity 1 LP

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

Remand Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Helen Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 91607

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

Tenant Representative

David Hall, Centro Legal De La Raza
3400 E. 12th Street
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 **January 31, 2023** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

000217 (10)

EXHIBIT 2



Housing and Community Development Department
Rent Adjustment Program

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

REMAND DECISION

CASE NUMBER(S): T19-0272, T19-0325
CASE NAME: Jeffers v. BD Opportunity 1, LP
PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019
DATE OF SUBMISSION: November 21, 2019
DATE OF DECISION: January 21, 2020
DATE OF REMAND DECISION: August 09, 2021

PROCEDURAL HISTORY

A Hearing, in this case, was held on November 7, 2019. A Hearing Decision was issued on January 21, 2019. The Decision found that the Tenant had not been provided the RAP Notice and granted restitution for overpaid rent in the amount of \$954.31 and granted restitution in the total amount of \$25,110.00 for decreased housing services. The landlord filed an Appeal, and on September 10, 2020, The Housing, Residential Rent and Relocation Board (Board) remanded to the Hearing Officer for the following:

1. To recalculate the restitution amount for March 2019 so that it does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision; and

2. To consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions.

The scope of this remand Decision is limited to these issues.

DECISION ON REMAND

The Hearing Decision is Amended as follows:

Restitution

A Hearing Decision in the prior petition, T16-0526, issued January 26, 2017, and not appealed found that the Tenant had not been served with the Notice to Tenants of Residential Rent Adjustment Program (RAP Notice). At the hearing, no evidence was offered to show that the Tenant had been served the RAP Notice subsequent to the prior decision and prior to filing the petition herein.

The Tenant filed her petitions on April 29, 2019, and June 24, 2019. These matters were scheduled for Hearing on November 7, 2019. A Hearing Decision was issued in this case on January 21, 2020. ✕

The Ordinance places no limit on a tenant's claim for reimbursement for claims related to rent overpayments. The California Code of Civil Procedure limits liability for "actions upon a liability created by statute, other than a penalty or forfeiture" to three years. It is reasonably understood that statutes of limitations look backward from the date a cause of action is filed but does not limit the amount of restitution a person may receive based on the length of time a matter remains pending.

Numerous Hearing Decisions and Appeals Decisions have cited the Board policy to limit restitution to three years. See Huante v. Peinado, T14-0232, in which the Board stated that "The Hearing Decision granted restitution for decreased housing services for up to three years because the Tenant did not receive the notice."¹ See also Barajas v. Chu, T06-0051. In Sherman v. Michelson, T12-0332, the Board stated that the Hearing Officer had granted restitution "for a period of three years prior to the filing of the petition." Furthermore, the Board upheld a finding of more than 36 months of restitution in Titcomb v. Vinyard-Ide, T17-0575. The Board

¹ The case was affirmed by the Board.

previously found that where a RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years. Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu.

The Appeal Decision suggests that the restitution period should be limited to the date of the Hearing Decision. The Tenant provided undisputed evidence that a Notice of Violation, indicating that the subject unit violated the housing or building code, affecting the habitability of the Tenant's unit.

The Owner's appeal argues that the restitution awarded was greater than the cash flow from operations for the entire year. Notwithstanding that no evidence was presented thereof, the Rent Adjustment Ordinance does not provide authority to consider that information other than in a Petition filed by the Owner for Approval of a Rent Increase based upon Increased Housing Service Costs. No such petition was filed by the Owner herein, the issues were not raised in the response, and no testimony was offered in that regard at the hearing. Based on the foregoing, it is found that the proper limit of restitution is 36 months (three years) prior to filing a tenant petition.

Gas Shutoff

1/21

The evidence of the gas shut off to the subject unit remains uncontradicted. Thus, the Tenant is entitled to a rent credit for March 2019, in the amount of \$300.00.

Service Lost	From	To	VALUE OF LOST SERVICES			No. Months	Overpaid
			Rent	% Rent Decrease	Decrease /month		
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00		\$ 300.00	1	\$ 300.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES							\$ 24,945.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

14

The chart above indicates restitution for decreased housing services valued at \$24,945.00. The Tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

The restitution period was amortized over 96 months. Accordingly, the restitution amount per month is now \$269.78.

Therefore, the Tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$660.22, for 96 months.

The Hearing Decision is otherwise unchanged.

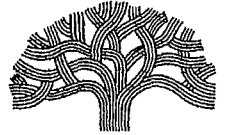
Right to Appeal: This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the form provided by the Rent Adjustment Program. The appeal must be received within fifteen (15) calendar days after the service 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: 09 August 2021

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

EXHIBIT 3



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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0272 and T19-0325, Jeffers v. BD Opportunity

APPEAL HEARING: September 10, 2020

PROPERTY ADDRESS: 7123 Holly Street, Unit 1, Oakland, CA

APPEARANCES:	H.J. Long	Owner Appellant Representative
	Carlene Jeffers	Tenant Appellee
	Xavier Johnson	Tenant Appellee Representative

Procedural Background

The tenant filed two petitions, one on April 29, 2019, and one on June 24, 2019, contesting five monthly rent increases, on the ground that she never received the RAP notice. She also alleged several decreased housing services, including a plumbing leak in the bathroom, extended gas shutoff, damage to kitchen cabinets, walls and baseboard, improperly sealed windows, and pest infestations. The owner response stated that the increase effective July 1, 2019, had been rescinded and the conditions at issue with the decreased housing services claim had been corrected or were in the process of being corrected.

The hearing officer found that the tenant had never been served with the RAP notice, took official notice of a prior Hearing Decision, which set the tenant's monthly base rent at \$950.00, granted restitution for overpaid rent in the amount of \$954.31, and granted \$25,110 in restitution for decreased housing services.

Grounds for Appeal

The owner appealed the hearing decision on the grounds that (1) restitution of \$25,110 was greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss resulting in a decrease in services for other tenants at this property, (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated, possibly requiring the owner to shut down the property and cease providing affordable housing units to market, (3) the rent increases effective April 1, 2019, and

47

July 1, 2019, were rescinded, (4) the owner provided the tenant with the RAP notice in a prior case, T16-0526, and (5), after notification of the tenant petition, they asked the tenant if there were any outstanding items that needed repair or maintenance, and she informed the management company that there were no outstanding items.

Appeal Decision

After arguments and rebuttal made by both parties, Board questions to the parties and Board discussion, R. Auguste moved to remand the case to the hearing officer to recalculate the restitution so that the amount for March 2019 does not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. R. Stone offered a friendly amendment that the hearing officer also consider the prior decisions of the Board regarding rent reductions for similar housing service reductions so that the decision is consistent with prior decisions, which was accepted by R. Auguste. T. Hall seconded the motion.

The Board voted as follows:

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

The motion carried.

Chanee Franklin Minor
Program Manager
HCD/Rent Adjustment Program

12/7/20

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

DATE



PROOF OF SERVICE

Case Numbers: T19-0272, T19-0325

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

Appeal Decision

Manager

Nevin Iwatsuru, Pama Management
4900 Santa Anita Avenue Suite 2C
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Owner Representative

Grayce Long, Dennis P. Block & Associates, APC
5437 Laurel Canyon Blvd Floor 2
Valley Village, CA 90010

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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

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



Brittni Lothlen
Oakland Rent Adjustment Program

EXHIBIT 4

Item 7



CITY OF OAKLAND

P.O. BOX 70243, OAKLAND, CA 94612-2043

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T16-0526, Jeffers v. Pama Management

PROPERTY ADDRESS: 7123 Holly Street, No. 1, Oakland, CA

DATE OF HEARING: January 4, 2017

DATE OF SITE INSPECTION: January 4, 2017 ✓

DATE OF DECISION: January 25, 2017

APPEARANCES: Colleen Jeffers Tenant
No appearance by owner

SUMMARY OF DECISION

The tenant petition is GRANTED IN PART.

INTRODUCTION

The tenant filed a petition on September 16, 2016, which contests a monthly rent increase from \$950 to \$1,045 effective October 1, 2016.

The basis for the tenant's petition includes the following:

- The rent increase is unjustified or is greater than 10%;
- No six month notice of the existence of the Rent Adjustment Program (RAP) provided;
- No concurrent RAP notice with notice of the rent increase;
- Current code violation;
- Decreased housing services.

Item 7

The owner did not file a response and did not appear at the Hearing.

ISSUES

1. Has the tenant received Notice of the Rent Adjustment Program?
2. Have the tenant's housing services been decreased and, if so, by what percentage of the total housing services that are provided by the owner?
3. Is there a code violation in the tenant's unit?

EVIDENCE

Rent History/Notice of the Rent Adjustment Program

The tenant testified that she moved into her unit in February 2013 at a monthly rent of \$950.00. She further testified that she has never received the form notice of the existence of the Rent Adjustment Program (RAP). She was involved in a court proceeding with the owner which resulted in a Stipulation and Court Order which provided that the monthly rent was \$950.00, and that she would pay this amount for the months of August, September, October and November 2016. She further testified that she raised issues of habitability in the court hearing. * *

Decreased Housing Services/Code Violation

Illegal Parking

The tenant testified that there are five parking stalls for six units. A tenant in unit A does not have a parking stall and is parking illegally in front of the gate next to her vehicle and it is a fire hazard. She reported this to the manager in August 2013 but nothing has been done.

Removal of Laundry Room

The tenant testified that there was a laundry room on the other side of her unit, and she used to do her laundry there. The laundry was removed about a year ago and she now has to go to the laundromat, which is very inconvenient. She goes once a month and does six to seven loads, at \$2.50 per machine with an additional 25 cents for drying. This totals approximately \$16.50 to \$19.25 a month.

Rodent Issue

The tenant testified that she had an issue with mice in February 2016, and repairs to patch holes in her unit were not made until mid-December 2016. *

22

Item 7

Site Inspection

The Hearing Officer conducted a site inspection on January 4, 2017, and noted that there was a vehicle parked in front of the gate but it did not appear to be a fire hazard. The tenant has a parking space and continues to park in it. There was no laundry room on the premises.

FINDINGS OF FACT AND CONCLUSIONS OF LAWTenant Current in Rent

The tenant's monthly base rent is \$950.00 and she was current in her rent when she filed her petition. She is currently paying \$950.00 monthly.

RAP Notice and Rent Increases

Notice and Filing Requirements: The Rent Adjustment Ordinance requires an owner to serve notice of the existence and scope of the Rent Adjustment Program (RAP Notice) at the start of a tenancy¹ and together with any notice of rent increase.²

The owner has not met his burden of proof regarding notice of the RAP to the tenant. The tenant has not received the notice of the Rent Adjustment Program. Section 8.22.060 (C) of the Rent Ordinance states the following:

"An owner who fails to give notice of the existence and scope of the Rent Adjustment Program at the commencement of a tenancy, but otherwise qualifies to petition or respond to a petition filed with the Rent Adjustment Program, will forfeit six months of the rent increase sought unless the owner cured the failure to give the notice. An owner may cure the failure to give the notice at the commencement of a tenancy required by this section and not be subject to the forfeiture of a rent increase if the owner gives the notice at least six months prior to serving the rent increase notice on the tenant or, in the case of an owner petition, at least six months prior to filing the petition.

The rent increase is invalid. The tenant's monthly base rent is \$950.00. ~~XX~~

Code Violation in Tenant's Unit

The tenant did not sustain her burden of proof regarding parking by the tenant in front of the gate. However, the presence of mice in the tenant's unit presents a sanitation issue and is deemed a code violation. This is further reason to deny the rent increase.

¹ O.M.C. Section 8.22.060(A)

² O.M.C. Section 8.22.070(H)(1)(A)

Item 7

Decreased Housing Services

Under the Oakland Rent Ordinance, a decrease in housing services is considered to be an increase in rent and may be corrected by a rent adjustment. However, in order to justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects the habitability of a unit or one that is required to be provided in a contract between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence. The tenant also has the burden of proving notice to the owner about a complaint and the owner must be afforded a reasonable opportunity to respond to the complaint.

Mice

The issue with rodents in the tenant's unit was resolved in December 2016. Due to the Court Stipulation which provided that the tenant's monthly rent was \$950.00 until December 2016, no compensation for decreased housing services is granted because the issue was resolved in early December 2016.

Laundry Room

The loss of the laundry room constitutes a loss of a service that was originally provided by the owner.

The preferred method of evaluating decreased housing services is consideration of all services provided by an owner and then determining the percentage by which total services provided by the owner have decreased because of the lost housing services. Due to the Court Stipulation, compensation for decreased housing services commenced on December 1, 2016.

Based on the totality of the circumstances and considering the total bundle of housing services, the value of the decreased housing services is stated in the following table.

VALUE OF LOST SERVICES							
Service Lost	From	To	Rent	% Rent Decrease	Decrease /month	No. Months	Overpaid
Laundry Room	12/16	1/17	\$950.00	2%	\$20.00	2	\$40.00
TOTAL LOST SERVICES							\$40.00

³ O.M.C. Section 8.22.070 (F)


Item 7

1. The rent over payment is amortized as follows:

Base Rent	\$950.00
-rent overpayments for past decreased housing service \$40.00	- 40.00
-current decreased housing service-laundry room \$20.00	- \$20.00
Rent payment for February 2017	\$890.00
Rent payment commencing March 2017	\$930.00

2. When the owner restores the laundry room he may increase the tenant's rent by \$20.00 upon proper notice in accordance with Section 827 of the California Civil Code.
3. The owner may increase the tenant's rent after six months upon service of the City's form Notice of the existence of the Rent Adjustment Program and Section 827 of the California Civil Code.
4. **Right to Appeal:** This decision is the final decision of the Rent Adjustment Program Staff. Either party may appeal this decision by filing a properly completed appeal using the 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.

Date: January 25, 2017


 Barbara Kong Brown, Esq.
 Senior Hearing Officer
 Rent Adjustment Program

25

Item 7

PROOF OF SERVICE

Case Number T16-0526

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

Tenant
Collen Jeffers
7123 Holly St #1
Oakland, CA 94619

Owner
Pama Management
625 Oak St #102
Stockton, CA 95202

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

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on February 01, 2017 in Oakland, CA.

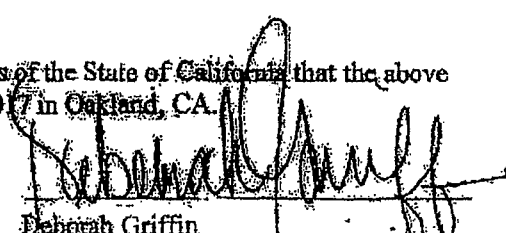

Deborah Griffin

EXHIBIT 5

Page 3

MASKED

1 Ubaldo Fernandez
2 East Bay Community Law Center
2921 Adeline Street
3 Berkeley, CA 94703
4 Phone: (510) 548-4040
5 Fax: (510) 548-2566
ufernandez@ebclc.org

6 Attorney for Defendant Colleen Jeffers

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA
9 RENE C. DAVIDSON COURTHOUSE-LIMITED JURISDICTION

10
11 BD OPPORTUNITY 1 LP,

NO. RG 16 817 152

12 Plaintiff,

STIPULATION

13 v.

AND

14 COLLEEN JEFFERS,

COURT ORDER THEREON

15
16 Defendant.

17
18
19
20 Plaintiff BD OPPORTUNITY 1 LP, and Defendant COLLEEN JEFFERS hereby
21 stipulate and agree:

22 1. The parties to this Stipulation are Plaintiff BD OPPORTUNITY 1 LP, and Defendant
23 COLLEEN JEFFERS.

24 2. The subject premises of this case and Stipulation is 7123 Holly St. Apt. 1, Oakland,
25 CA 94621.

26 3. The rent for the subject premises is \$950 per month and is due each month on or before
27 the 5th of the month.
28

1 4. Within 5 days of email transmission of this stipulation signed by Defendant to
2 Plaintiff's counsel, Plaintiff shall send to Defendant c/o Ubaldo Fernandez at East Bay
3 Community Law Center, 2921 Adeline Street, Berkley CA, 94703 a copy of this stipulation
4 signed by Plaintiff and counsel for Plaintiff.

5 5. Plaintiff waives all claims to any rent they may be owed up to July 31, 2016. Rent for
6 all months prior to and including July, 2016 is deemed paid or waived.

7 6. Plaintiff shall provide receipts for all rent payments made for the duration of the
8 tenancy.

9 7. Provided Plaintiff performs the conditions of paragraph 5 and 6, above, Defendant
10 shall pay rent on or before the date it is due for the months of August 2016, September 2016,
11 October 2016, and November 2016.

12 8. Plaintiff shall dismiss this case within five days of Defendant's tendering of the final
13 payment referred to in paragraph 7, above.

14 9. The parties agree that Plaintiff shall not seek possession of the unit on the basis of
15 nonpayment of rent so long as Defendant complies with all of the terms of this Stipulation.
16 Provided Defendant performs the conditions of paragraph 7, above, Plaintiff will not file any
17 additional unlawful detainer action on the basis of nonpayment of rent before December 2016.

18 10. Defendant will be restored as a tenant in good standing upon making all payments
19 referred to in paragraph 7 of the complaint.

20 11. If Defendant fails to make a payment as required by paragraph 7, above, Plaintiff
21 shall be entitled, upon 48 hours' written notice, to be taped to the door of the subject premises,
22 and upon 48 hours' fax notice to Defendant's counsel at (510) 548-2566, to apply to the court *ex*
23 *parte* for a immediate judgment for possession of the subject premises, for a writ to immediately
24 issue thereon for possession of the subject premises, and for reasonable attorney's fees for all
25 reasonable work necessary to enforce the terms of this agreement. Such *ex parte* application by
26 Plaintiff shall notify Defendant of the date, time, and department of the Alameda County
27 Superior Court where Plaintiff shall apply for judgment. In the event that Defendant makes the
28

1 missed payment within 48 hours of its notice, Plaintiff shall not apply for judgment. Instead,
2 Plaintiff shall withdraw this application immediately.

3 11. If Plaintiff fails to fulfill its promise of paragraph 8, above, Defendant shall be
4 entitled, upon 48 hours' written notice via email to Plaintiff's counsel at
5 HGLongAtty@fastevict.com, to apply to the court *ex parte* for an immediate dismissal and for
6 judgment for reasonable attorney's fees for all reasonable work necessary to enforce the terms of
7 this agreement. Such *ex parte* application by Defendant shall notify Plaintiff of the date, time,
8 and department of the Alameda County Superior Court where Defendant shall apply for
9 judgment. Defendant agrees to proceed immediately for judgment referred to herein.

10 //

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1 12. The parties stipulate that this case shall remain permanently masked.

2 13. This document may be executed in counterparts. Facsimile signatures shall be
3 treated as originals pursuant to California Rule of Court 2.305 and all other applicable laws.

4 14. This is the entire agreement.

5
6 Date: _____ Date: 7/26/16

7
8 _____ Colleen Jeffers

9 Colleen Jeffers
10 Defendant

BD Opportunity 1 LP
Plaintiff

11
12 _____ H.G. Long
13 _____

14 Ubaldo Fernandez
15 Attorney for Defendant

H.G. Long
Attorney for Plaintiff

16
17 IT IS HEREBY ORDERED THAT THIS STIPULATION IS ACCEPTED FOR FILING AND
18 THAT THE COURT WILL MAINTAIN JURISDICTION OVER ITS TERMS PURUSANT TO
19 C.C.P. SEC. 664.6.

20
21
22 Dated: _____
23 JUDGE OF THE ALAMEDA COUNTY
SUPERIOR COURT

24
25 THIS CASE SHALL REMAIN PERMANENTLY MASKED.
26 ORDER TO SHOW CAUSE SET FOR DECEMBER 5, 2016 at 9:00 AM in
27 DEPARTEMENT 511. IF DISMISSAL OR JUDGMENT HAS BEEN ENTERED, NO
28 APPEARANCE IS NECESSARY.

Stipulation and Court Order Thereon

Item 4

EAST BAY
COMMUNITY
LAW CENTER

July 29, 2016
Via U.S. Mail

H.G. Long
Attorney at Law
474 W. Orange Show RD
San Bernardino, CA 92408

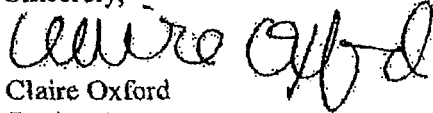
Re: *BD Opportunity I LP v. Jeffers*
Alameda County Superior Court case no.: RG 16 817 152
Settlement Stipulation

Dear Ms. Long:

Enclosed please find a check for \$3,800, amounting to Ms. Jeffers' rent for August 2016, September 2016, October 2016, and November 2016 at \$950 per month, as per Paragraph 3 of the settlement Stipulation. As this includes Ms. Jeffers' final payment referred to in Paragraphs 7 and 8 of the Stipulation, please dismiss this case within five days, as required by Paragraph 8.

Ms. Jeffers' next rent payment will be on or before December 5, 2016.

Sincerely,



Claire Oxford
Student Intern
Supervised by Staff Attorney Ubaldo Fernandez



Item 4

Ubaldo Fernandez

From: Claire Oxford
Sent: Thursday, July 28, 2016 12:32 PM
To: HGLongAtty; FastEvict23@fastevict.com
Cc: Ubaldo Fernandez
Subject: Rent Payment for BD Opportunity 1 LP v Jeffers (RG 16 817 152)

Ms Long,

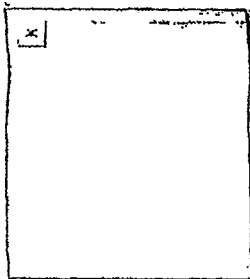
We have a client trust account for Ms. Jeffers' rent and are writing to confirm that is OK for us to send Ms. Jeffers' rent payments to your office and made out to "H.G. Long and Associates". If that is OK, I will mail a check for her rent to H.G. Long & Associates, 474 W. Orange Show RD, San Bernardino, CA 92408. If it is not OK, please advise me on where and to whom I should mail the check. Please also advise to whom the check should be made out.

If we do not hear from you by the end of the day, we will send out a check to you tomorrow

Best,

Claire

Claire Oxford
Clinical Student
Supervised by Staff Attorney Ubaldo Fernandez
East Bay Community Law Center
2921 Adeline Street
Berkeley, CA 94703
t 510-548-4040
e' coxford@ebclc.org



*25 Years of Justice through
Education and Advocacy*

CONFIDENTIALITY NOTE: This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error please notify us immediately by returning it to the sender and delete this copy from your system. Thank you for your cooperation.

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EXHIBIT 6

PAMA MANAGEMENT INC.

Item 17

4900 SANTA ANITA AVE., SUITE 2C
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

City of Oakland Rent Adjust Program
Keith Mason
250 Frank Ogawa Plaza, Suite 5313
Oakland, CA 94612-2034

RE: Case No T19-0272 Jeffers v BD Opportunity 1 LP

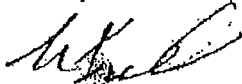
Dear Mr. Mason,

Enclosed are documents being mailed to Ms. Colleen Jeffers (tenant) for a new rent increase effective October 1, 2019. The previous rent increase, which is being petitioned by the tenant, has been rescinded.

Please inform us what needs to be done to formally rescind the rent increase being petitioned, case no T19-0272.

You may contact us at 626-575-3070 x226 or email (preferred) nevin@pamamgt.com

Thank you



Pama Management

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Item 17

PAMA MANAGEMENT INC.

4900 SANTA ANITA AVE , SUITE 20
EL MONTE, CA 91731
(626) 575-3070
FAX (626) 575-7817
FAX (626) 575-3084
BRE # 01998265

26 August, 2019

Colleen Jeffers
7123 Holly St
Oakland, CA 94621

RE: New Rental Increase

Dear Ms. Jeffers:

Enclosed with this letter is a new rental increase that takes effect on October 1, 2019. The previous increase that was proposed for July 1, 2019 is rescinded. Also included is the Notice to Tenants of the Residential Rent Adjustment Program


This new increase utilizes banking for a deferred CPI limited rent increase that was not given in 2018. The city form which calculates banking titled Calculation of Deferred CPI Increases (Banking) is included. Please note, the move-in date is not relevant, the new effective date was October 1, 2017.

Approval from the City of Oakland is not needed to increase rent based on banking. A copy of this rule is included.

A representative of Pama Management should be scheduling a date to inspect your unit to assess the condition. If any repairs or maintenance items are needed, please inform the representative.

If you have any questions or inquiries, please contact us at 626-575-3070 x226 or email Nevin@pamamgt.com

Thank you


Pama Management

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CITY OF OAKLAND



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

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

NOTICE TO TENANTS OF THE RESIDENTIAL RENT ADJUSTMENT PROGRAM

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

TENANTS' SMOKING POLICY DISCLOSURE

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

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

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

Handwritten circled number 37

CIUDAD DE OAKLAND



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

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

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

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

Modificado el 10 de febrero de 2017
HCDrap2017026 SP

Item 17

INFORMACIÓN A LOS INQUILINOS SOBRE LAS POLÍTICAS PARA FUMADORES

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

Recibí una copia de este aviso el _____ (Fecha) _____ (Firma del inquilino)

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

La Notificación del Derecho del Inquilino está disponible en español. Si desea una copia, llame al (510) 238-3721.

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EXHIBIT 7

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Jeffers Timeline

Tenant Complaint Date	Item Repair Date	Item (RAP = City of Oakland Rent Adjustment Program / Tenant = Colleen Jeffers)	Relevant Files	
	05/22/2016	Repaired damaged drywall, baseboards, bathroom door. Applied mildew treatment. Replace toilet, kitchen faucet, kitchen range hood, new bathroom ceiling fan, wall furnace thermostat, and P trap piping for kitchen sink. New paint and baseboards.	2016-05-22 Unit Repairs.pdf	Item 1
	05/31/2016	Roach treatment to all six units	2016-05-31 Pest Control.pdf	Item 2
	07/26/2016	Stipulation filed, See ledger card for proof of rent credited, Unlawful detainer RD16817152	2016-07-26 Stipulation, 2020-12-22 ledger card	Item 3
	07/29/2016	Payment proof for the adjusted rent	2016-07-29 Confirmation of Rent Payment per Stipulation	Item 4
	10/14/2016	Violation for unpermitted windows and broken windows, rodent infestation, and hole in wall. Violation was appealed and re-inspected (according to page 10 of document) on 12/5/16.	2016-10-14 Violation and Appeal.pdf 2016-10-14 Violation and Appeal (2).pdf	Item 5
	11/02/2016	Rodent and pest control service to all units	2016-11-02 Pest Control.pdf	Item 6
	01/04/2017	Housing and Community Development Dept, Rent Adjustment Program Hearing Decision	2017-07-04 T16-0526 Hearing Decision	Item 7
	10/11/2017	Periodic pest and rodent treatment	2017-10-11 Pest Control.pdf	Item 8
	11/08/2018	Bought 3 sets of blinds, installed 3 blinds, installed 3 smoke/CO detectors, installed bulbs, replaced 4 door knobs, cleaned trash (in Spanish)	2018-11-8 Unit Maintenance.pdf	Item 9
	11/30/2018	All units had their smoke/CO detectors inspected (In Spanish)	2018-11-30 Inspect Detectors.pdf	Item 10
	02/14/2019	Pest Control/fumigation	2019-02-14 Pest Control.pdf	Item 11
03/10/2019	03/12/2019	Broke concrete and inspected gas lines for apartment building (In Spanish)	2019-03-12 Gas Line Inspection.pdf	Item 12
	03/15/2019	Pest Control	2019-03-15 Pest Control.pdf	Item 13
03/10/2019	03/21/2019	Replaced gas lines/pipes, earthquake shut-off valves, water heater (w/ earthquake straps, shut-off valve, tap line, and supply lines), and venting for water heaters. Supervisor stated the downtime for the gas was 7 days, but if the tenant stated they reported the issues on 3/10/19 and the referenced report shows 3/21/19, it would be 12 days.	2019-03-21 Gas Line Repair.pdf	Item 14
03/25/2019		City violation was issued for broken window, wall above entry door has water intrusion damage, front security door is damaged, and bathroom ceiling fan is not working properly. City records show it was abated We are missing the document(s) that show when this was corrected	City Violation Summary.pdf 2019-03-25 Violation.pdf	Item 15
	06/12/2019	Pest control services to all units	2019-06-12 Pest Control.pdf	Item 16
	08/26/2019	Letter mailed to RAP and tenant stating the rent increases effective 4/1/19 and 7/1/19 have been rescinded. Letter included RAP notices and banking calculations. No proof of signatures on application form due to PDF file conversion and signing after scanning (technical error). The rent increase effective 10/1/19 would be relevant to case T19-0455. T19-0272 and T19-0325 have had their rent increases rescinded, and that was communicated to RAP	October Rent Banking & Letter to RAP.pdf RE Case T19-0455.msg	Item 17

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	09/06/2019	Pest control services to unit. Cabinets, walls, and ceiling painting - two layers. All of tenant's belongings were covered as to not damage them. Covered all holes in the walls (in Spanish) It was noted verbally by supervisor and contractor that it has been very difficult to gain entrance to the unit to perform follow up work due to tenant not present, denial of entry, and apartment being messy with trash and belongings in the way		2019-09-06 Pest Control & Painting.pdf	Item 18
	<10/02/2019	Spoke to tenant about rescinding 4/1/19 and 7/1/19 rent increases. Also confirmed verbally with tenant, twice, if any outstanding maintenance items remained - tenant confirmed nothing was outstanding			Item 19
	03/12/2020	New window		2020-03-12 Window.pdf	Item 20
	03/13/2020	installed new building address numbers, new fence wood, picked up trash, change some door knobs		2020-03-13 Property Maintenance pdf	Item 21
<6/30/2020	<6/30/2020	Unclogged the tub drain		2020-June Plumbing.pdf	Item 22
	07/13/2020	Fumigation of unit. A thorough and complete fumigation was not possible since tenant left trash and belongings throughout apartment		2020-07-13 Unit not cleaned for fumigation (2).mp4 2020-07-13 Unit not cleaned for fumigation.mp4	Item 23
	08/11/2020	Two new windows		2020-08-11 Window.pdf	Item 24

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EXHIBIT 8

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CITY OF OAKLAND



DALZIEL BUILDING • 250 FRANK H. OGAWA PLAZA, SUITE 5313 • OAKLAND, CALIFORNIA 94612-2034

Housing and Community Development Department
Rent Adjustment Program

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

HEARING DECISION

CASE NUMBER: T19-0272, Jeffers v. BD Opportunity 1, LP
T19-0325, Jeffers v. BD Opportunity 1, LP ✓

PROPERTY ADDRESS: 7123 Holly Street, Unit 1
Oakland, CA

DATE OF HEARING: November 7, 2019

DATE OF SUBMISSION: November 21, 2019

DATE OF DECISION: January 21, 2020

APPEARANCES: Colleen Jeffers, Tenant
Xavier Johnson, Tenant Representative
Christina Micciche, Owner Representative

SUMMARY OF DECISION

The Tenant's petition is granted.

INTRODUCTION

The tenant filed the petition, T19-0325, on June 24, 2019, which contests a rent increase effective July 1, 2019, raising the rent from \$951.39 to \$1,018.16, and a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 on the following grounds:

- The CPI¹ was calculated incorrectly;

¹ Consumer Price Index

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- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;*
- No Notice to Tenants of the Residential Rent Adjustment Program Notice (RAP Notice) at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The tenant filed the petition, T19-0272, on April 29, 2019, which contests a rent increase effective April 1, 2019, raising the rent from \$951.39 to \$1,046.00 and a rent increase effective October 1, 2017, raising the rent from \$930.00 to \$951.39, on the following grounds:

- The CPI was calculated incorrectly;
- The increase exceeds the CPI Adjustment and is greater than 10%;
- The rent increase was not approved and exceeded the banked increase;
- No RAP Notice at Inception or 6 Months Prior; and
- Rent Increase Violates State Law.

The petition also alleges decreased housing services and indicates that she has never received a RAP Notice.

The owner only filed a timely response to the tenant petition in T19-0272. The owner did not file an Owner Response to the tenant petition in T19-0325.

ISSUE(S) PRESENTED

1. When, if ever, was the tenant given the RAP Notice?
2. What is the allowable rent?
3. Has the tenant suffered decreased housing services?
4. If so, what, if any, restitution is owed to the tenant, and how does that impact the rent?

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21 Page

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EVIDENCE

Rental History

The subject unit was rented by the tenant in February 2013, at an initial rate of \$950.00, per month. The tenant testified that she did not receive a RAP Notice at the inception of her tenancy. She also testified that she did file a petition with the Rent Adjustment Program, previously.² After receiving the decision in the prior case, the tenant paid \$930.00, pursuant to the decision. The tenant has not received any rent increase notices from the owner, indicating that the conditions have been restored.

The tenant testified she received the following Notices of Rent Increase:³

- \$930.00 to \$951.39, effective October 1, 2017;
- \$951.39 to \$1,046.00, effective April 1, 2019;
- \$951.39 to \$1018.16, effective July 1, 2019; and
- \$951.39 to \$1018.16, effective October 1, 2019.

Handwritten note in a circle: "Separate offer" with an arrow pointing to the last bullet point of the list above.

The tenant testified that she is currently paying \$1,018.16 and has done that for two months. The tenant testified that she also paid \$1051.39 per month for rent as well. The tenant testified that while she could not remember exactly what months she paid what amount, she did have receipts for some of her rent payments.⁴ The rent receipts indicate that the tenant made the following rent payments:

Date of Receipt	Amount of Receipt
02/2/17	\$ 950.00
04/03/17	\$ 930.00
07/02/17	\$ 930.00
10/02/17	\$ 930.00
	\$ 951.50
06/24/18	\$ 951.39
11/29/18	\$ 951.56
12/23/18	\$ 951.56
02/23/19	\$ 951.56

² T16-0526, Jeffers v. Pama Management.

³ Exhibit A. This Exhibit, and all other Exhibits to which reference is made in this Decision, were admitted into evidence without objection.

⁴ Exhibit B.

been addressed since the leak. The tenant further testified that a couple of months ago, the property owner sent someone out who painted the kitchen cabinets. The tenant testified the cabinets were painted without cleaning and that as a result, some of the cabinets are different colors. She admitted that she's reluctant to have guests because of the condition of the cabinets. She also testified that she is still getting leaks as recently as a few days before the hearing. She reported a few days before the hearing that she went to retrieve something in the cabinet, and it was wet. She reported this instance to Rosie, the agent of the owner. X →

*Noted
check*

Windows

The tenant testified that the front-facing windows are not properly sealed and that they let in car exhaust and cold air. The tenant testified that she first noticed the windows were letting in exhaust in early 2017. She notified the previous property management company. The tenant testified that the owner changed all the windows, except for hers. As a result, she has difficulty breathing. X →

*to check
with
landlord
check
if
there
is
me*

The Notice of Violation, dated March 26, 2019, includes a violation for the front bedroom window, next to the parking lot.⁹ X →

Infestation

The tenant testified she noticed the roach infestation and reported the condition. She reported that the property owner had someone coming out spraying, but that they only spray one unit. She has not noticed a decrease in the infestation. Additionally, there is a rodent infestation. She was unable to recall the number of mice she has seen in the unit. The tenant testified that she sees a mouse almost every other day.

The subject unit was inspected by the Alameda County Health Care Services Agency, Vector Control Services District. The Request for Services, dated October 4, 2019, indicates that the inspection revealed signs of cockroaches as well as mice droppings.¹⁰ X

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⁹ Exhibit D.

¹⁰ Exhibit E.

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Rebuttal testimony

The owner's representative offered rebuttal testimony. She testified that she did not know the amount of rent the tenant was paying. She testified that she is a supervisor at the property management company and that the subject unit is not under her supervision, nor is the person who supervises the building. The owner representative indicated that the property she supervises is in Stockton, CA, but that it is not rent-controlled. Furthermore, she testified that she does not supervise any properties subject to a rent ordinance.

The owner representative testified that she was not aware of any of the conditions alleged by the tenant in her petition.

The owner's representative was asked to attend the Hearing, based upon her proximity to the Hearing location. She was initially relocated to supervise the Stockton properties, for three months, but has been there for six months. The owner representative did not have the opportunity to do a site visit of the subject unit. She testified that she had never been to the subject property.

The representative found out about the Hearing, from her boss, DJ, the day before the Hearing. She received documents that had been scanned to her from Nevin, in the legal department. She does not participate in the process or know what the process is to respond to a tenant's petition, and their corporate office handles that.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

When, if ever, was the tenant given written notice of the Rent Adjustment Program (RAP Notice)?

The Rent Adjustment Ordinance requires an owner to serve the RAP Notice at the start of a tenancy¹¹ and, together with any notice of rent increase or change in the terms of a tenancy.¹²

The Hearing Decision issued in the prior petition, T16-0526, was issued on January 25, 2017, and was not appealed. The Hearing Decision is final. Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00. The decision

¹¹ O.M.C. § 8.22.060(A)

¹² O.M.C. § 8.22.070(H)(1)(A)

(why # 20,000 water)

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(48)

03/29/19	\$ 49.00
07/21/19	\$ 951.39
	\$1,000.00
09/28/19	\$1,000.00
09/28/19	\$ 18.16

The tenant testified that she has some rent receipts for rental payments; however, she indicated that she did not have every single receipt.⁵

Decreased Housing Services

more 2016 fixed dates. ✓

Water Leaks

The tenant testified that there was a plumbing leak from the upstairs unit into the bathroom in her unit, in October 2016. The tenant testified that she called the property owner when she noticed the leak. She testified that the leak was resolved in two days but that nothing had been done to address the mold and water seepage issues.⁶

A Notice of Violation, dated March 26, 2019, was issued for the subject unit. The subject unit was cited for a violation for water intrusion damage over the front door.⁷



Gas Shutoff

The tenant testified that there was an extended gas shut off that resulted in no heat and hot water; additionally, she was unable to use the stove or oven.⁸ She testified that she took a picture of the PG&E shutoff notice and sent it via text on March 10, 2019, and that the gas was off for approximately three weeks. *10 day*

Kitchen cabinets and walls

The tenant testified that the cabinet and walls were damaged from the water leak in 2016. The tenant testified that the kitchen cabinets, walls, and baseboards have not

REPAIR

⁵ The parties were allotted additional time to provide documentation regarding rent paid. The respondent was given seven days to provide a rent ledger. The petitioner was given until November 14, 2019, to review and respond. The matter was to be submitted for decision by November 21, 2019.

⁶ Exhibit G.

⁷ Exhibit D.

⁸ Exhibit C.

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also found that the tenant had not been served with the RAP Notice. Further, the testimony that she has not received a RAP Notice was undisputed. Accordingly, the tenant was not given written notice of the RAP Program.

What is the allowable rent?

The Rent Adjustment Ordinance requires an owner to serve a RAP Notice at the start of a tenancy¹³ and together with any notice of rent increase or change in any term of the tenancy.¹⁴ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after a tenant first receives the required RAP notice.¹⁵

Again, Official notice is taken of T16-0526. The Hearing Decision set the base rent at \$950.00, less ongoing decreased housing services in the amount of \$20.00.

The tenant's testimony that she never received a notice indicating that the conditions were restored is undisputed. Moreover, the evidence supports the tenant's undisputed testimony that she did not receive a RAP Notice with the Notices of Rent Increase. Accordingly, the rent increases are invalid, and the tenant's base rent remains \$950.00, less ongoing decreased housing services in the amount of \$20.00, or \$930.00.

Has the tenant suffered decreased housing services?

Under the Oakland Rent Adjustment Ordinance, a decrease in housing services is considered to be an increase in rent¹⁶ and may be corrected by a rent adjustment.¹⁷ However, in order to justify a decrease in rent, a decrease in housing services must be either the elimination or reduction of a service that existed at the start of the tenancy or a violation of the housing or building code, which seriously affects the habitability of the tenant's unit.

There is also a time limit for claiming decreased housing services. If the decreased service is the result of a noticed or discrete change in services provided to the tenant, the petition must be filed within 90 days of whichever is later: (1) the date

¹³ O.M.C. Section 8.22.060(A)

¹⁴ O.M.C. Section 8.22.070(H)(1)(A)

¹⁵ O.M.C. Section 8.22.060(C)

¹⁶ O.M.C. § 8.22.070(F)

¹⁷ O.M.C. § 8.22.110(E)

the tenant is noticed or first becomes aware of the decreased housing service; or (2) the date the tenant first receives the RAP Notice.

However, where the RAP Notice has never been given, a tenant can be granted restitution for rent overpayments due to decreased housing services for a maximum of 3 years.¹⁸ Since the evidence established that the tenant did not receive the RAP notice, the tenant is entitled to restitution for up to three years.

For a tenant's claim for decreased housing services to be granted, an owner must have notice of a problem and a reasonable opportunity to make needed repairs.

Water Leaks

The evidence of the water leaking in the subject unit is undisputed. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Gas Shutoff

The evidence of the gas shut off to the subject unit is uncontradicted. Thus, the tenant is entitled to a 50% rent credit for March 2019. X 10 0

Kitchen cabinets and walls

The evidence of the damage to the kitchen cabinets and walls in the subject unit is uncontested. Moreover, the evidence of water intrusion damages was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 25% rent credit from October 2016, until the violation is abated. X

Windows

The evidence of the windows needing repair in the subject unit is undisputed. Moreover, the window damage was noted in the Notice of Violation, indicating a violation of the housing or building code, which affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 5% rent credit from January 2017 until the violation is abated. X

¹⁸ Appeal Decision in Case No. T06-0051, Barajas/Avalos v. Chu

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Infestation

The evidence of the infestation in the subject unit is uncontradicted. Moreover, the evidence of infestation was noted by Vector Control, indicating a condition that affects the habitability of the tenant's unit. Thus, the tenant is entitled to a 10% rent credit from October 2016, until the violation is abated. ✓

What, if any, restitution is owed to the tenant, and how does that impact the rent?

As indicated above, the legal rent for the unit is \$930.00 per month. The evidence establishes that the tenant paid \$951.39 from October 1, 2017, until September 30, 2019. Further, the evidence establishes that from October 1, 2019, the tenant began paying \$1018.16. Accordingly, the tenant is entitled to restitution for the overpayments of rent in the amount of \$954.31.¹⁹ 6570

Service Lost	From	To	Rent	% Rent	Decrease	No.	Overpaid
Water Leaks	1-Oct-16	28-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Gas Shutoff	1-Mar-19	31-Mar-19	\$ 930.00	50%	\$ 465.00	1	\$ 465.00
Kitchen cabinets and walls	1-Oct-16	29-Feb-20	\$ 930.00	25%	\$ 232.50	41	\$ 9,532.50
Windows	1-Jan-17	29-Feb-20	\$ 930.00	5%	\$ 46.50	38	\$ 1,767.00
Infestation	1-Oct-16	29-Feb-20	\$ 930.00	10%	\$ 93.00	41	\$ 3,813.00
TOTAL LOST SERVICES:							\$ 25,110.00
OVERPAID RENT							
	From	To	Monthly Rent paid	Max Monthly Rent	Difference per month	No. Months	Sub-total
	1-Oct-17	30-Sep-19	\$951.39	\$930	\$ 21.39	24	\$ 513.36
	1-Oct-19	28-Feb-20	\$1,018.19	\$930	\$ 88.19	5	\$ 440.95
TOTAL OVERPAID RENT							\$ 954.31

The chart above indicates restitution for decreased housing services valued at \$25,110.00. The tenant is also entitled to restitution of overpaid rent in the amount of \$954.31.

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¹⁹ This total assumes that the tenant continued to pay \$1018.16 through February 2020. If that is not the case the numbers should be adjusted by the parties, with jurisdiction reserved.

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Restitution is usually awarded over 12 months, but when the tenant is owed 58971% of the monthly rent, it is proper to extend the restitution period to 96 months.²⁰ Amortized over 96 months, the restitution amount is \$271.50 per month.

Therefore, the tenant's monthly restitution amount is subtracted from the current legal rent of \$950.00, less the previously awarded decreased housing services, for a total of \$658.50. From March 2020 through December 2025, the rent will be \$658.50, less the deduction for ongoing decreased housing services.

ORDER

1. Petitions T19-0272 and T19-0325 are granted.
2. The base rent for the subject unit is \$950.00 per month before deductions for ~~decreased housing services~~.
3. The total overpayment by the tenant is \$25,110.00 for past decreased housing services and \$954.31 for overpaid rent, for a total overpayment of \$26,064.31.
4. Due to ongoing conditions, the tenant is entitled to an ongoing decrease in rent in the amount of 65%, in addition to the previously awarded ongoing decrease in housing services.
5. The tenant's rent is stated below as follows:

Base rent	\$ 950.00
Less restitution	\$ 271.50
Less ongoing decreased services ²¹	\$ 624.50
Net Rent on March 1, 2020	\$ 54.00

6. The tenant's rent for March 2020, through February 2028, is \$54.00. The rent will revert to the current legal rent of \$930.00 in March 2028.
7. Once the evidence of water intrusion damages, including the kitchen cabinets and walls, as noted in the Notice of Violation, is repaired and after further

²⁰ Regulations, §8.22.110(F).

²¹ This includes the amount previously awarded in T16-0526.

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City inspection noting the violation is abated and upon proper notice in accordance with Section 827 of the California Civil Code, the rent can be increased by 50% * (\$465.00).

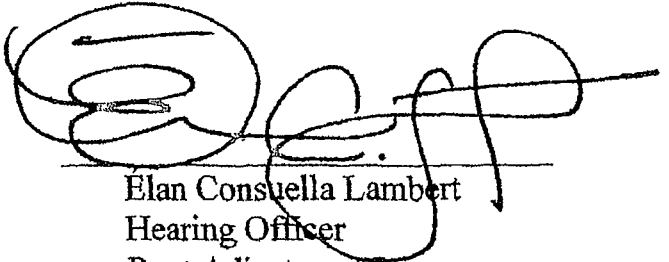
8. Once the windows, as noted in the Notice of Violation, are repaired and after further City inspection, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 5% (\$46.50).*

9. Once the infestation is noted to be abated after further inspection by ~~Vector Control~~, and upon proper notice in accordance with Section 827 of the California Civil Code, they can increase the rent by 10% (\$93.00). * *John*

10. If the owner wishes to, they can repay the restitution owed to the tenant at any time. If they do so, the monthly decrease for restitution ends at the time the tenant is provided restitution.

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: January 21, 2020


Elan Consuella Lambert
Hearing Officer
Rent Adjustment Program

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PROOF OF SERVICE

Case Number T19-0272; T19-0325

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

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

Documents Included

Hearing Decision

Manager

Nevin Iwatsuru, Pama Management
~~4900 Santa Anita Avenue Suite 2C~~
El Monte, CA 91731

Owner

BD Opportunity 1 LP
3340 Woodside Terrace
Fremont, CA 94539

Tenant

Colleen Jeffers
7123 Holly Street Unit 1
Oakland, CA 94621

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 **January 23, 2020** in Oakland, CA.



Raven Smith

Oakland Rent Adjustment Program

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CHRONOLOGICAL CASE REPORT

Case No.: T19-0184

Case Name: Beard v. Meridian Management Group

Property Address: 1470 Alice Street, Oakland, CA 94612

Parties: James Beard (Tenant)
Nancy Conway (Tenant Representative)
Russel Flynn, Meridian Management Group (Owner)
Greg McConnell (Owner Representative)

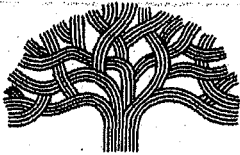
TENANT APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	February 4, 2019
Notice of Violation Submitted	February 4, 2019
Owner Response filed	July 18, 2019
Tenant Additional Documents submitted	September 3, 2019
Owner's Memorandum	September 10, 2019
Administrative Decision mailed	September 19, 2019
Tenant Appeal filed	October 8, 2019

Appeal Hearing date	January 23, 2020
Appeal Decision mailed	August 13, 2020
Owner Supplemental Documentation	November 9, 2021
Remand Hearing date	June 21, 2022
Remand Decision mailed	October 6, 2022
Tenant Appeal submitted	October 26, 2022
Owner Response to Appeal submitted	November 18, 2022
Owner Memo Re: Postponement of Appeal	March 24, 2023
Tenant Supplemental Appeal Brief & video submitted	April 6, 2023
Owner Rebuttal to Tenant Supplemental Brief	April 13, 2023
Tenant Still Shot of Video from Supplemental Appeal Brief submitted	April 14, 2023

T19-0184 KM/MA

RECEIVED
CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM P.O. Box 70243 Oakland, CA 94612-0243 (510) 238-3721	For date stamp. 2019 FEB -4 PM 1:41
	TENANT PETITION	

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

Please print legibly

Your Name James Beard	Rental Address (with zip code) 1470 Allice St #204 Oakland, CA 94612	Telephone: 510-289-5301 E-mail:
Your Representative's Name Nancy Conway	Mailing Address (with zip code) 345 Franklin St San Francisco 94102	Telephone: 415-241-1140 Email: Nancy@conwaylaw.com
Property Owner(s) name(s) Russel Flynn	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Property Manager or Management Co. (if applicable) Meridian Management Group	Mailing Address (with zip code) 1145 Bush St San Francisco, CA 94109	Telephone: Email:

Number of units on the property: 21

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

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

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

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

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

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

Date you moved into the Unit: 3-15-2014 Initial Rent: \$ 1400.00 /month

When did the owner first provide you with the RAP NOTICE, a written NOTICE TO TENANTS of the existence of the Rent Adjustment Program? Date: 3-15-2014. If never provided, enter "Never."

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

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

Date you received the notice (mo/day/year)	Date increase goes into effect (mo/day/year)	Monthly rent increase		Are you Contesting this Increase in this Petition?*	Did You Receive a Rent Program Notice With the Notice Of Increase?
		From	To		
<u>11-02-2013</u>	<u>12-1-2013</u>	<u>\$ 1479.87</u>	<u>\$ 1530.19</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Have you ever filed a petition for this rental unit?

- Yes
 No

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

T15-0395 + T16-0374

III. DESCRIPTION OF DECREASED OR INADEQUATE HOUSING SERVICES:

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

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

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

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

Please attach documentary evidence if available.

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

IV. VERIFICATION: The tenant must sign:

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

James Ber
Tenant's Signature

2-2-2019
Date

[Empty signature line]

[Empty signature line]

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

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

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

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

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



Tenant's Signature

2-2-2019

Date

VI. IMPORTANT INFORMATION:

Time to File

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

File Review

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

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

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



CITY OF OAKLAND

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

2019 FEB -4 PM 1:41

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

Planning and Building Department

(510) 238-6402

Bureau of Building

FAX: (510) 238-2959

Building Permits, Inspections and Code Enforcement Services

TDD: (510) 238-3254

inspectioncounter@oaklandnet.com

NOTICE OF VIOLATION

June 4, 2018

Certified and Regular mail

To: ALICE B BUILDING LP
1717 POWELL ST 300
SAN FRANCISCO CA 94133-2843

Code Enforcement Case No.: 1604229
Property: 1470 ALICE ST, OAKLAND 94612
Parcel Number: 008 062702700

Re-inspection Date/Correction Due Date: 7/11/18

Code Enforcement Services inspected your property on na and confirmed:

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

At this point, no fees or other charges have been assessed for these violations. To stop further code enforcement action, you are advised to correct the above violations and contact Inspector Wing Loo, who is assigned to your case, before the re-inspection date shown above to schedule an inspection. Your inspector is available by phone at 510-238-6219 and by email at wloo@oaklandnet.com.

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

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

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

IN SERVICES
Notice of Violation

000269

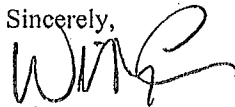
You have a right to appeal this Notice of Violation. You must complete the enclosed appeal form and return it with supporting documentation in the enclosed envelope. If Code Enforcement Services does not receive your written Appeal within the appeal deadline dated: **7/11/18** you will waive your right for administrative review. *Note: Incomplete appeals including, but not limited to an oral notification of your intention to appeal, a written appeal postmarked but not received by us within the time prescribed or a written appeal received by us without a filing fee are not acceptable and will be rejected.*

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

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

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

Sincerely,



Wing Loo
Specialty Combination Inspector
Planning and Building Department

Enclosures as applicable:

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

cc:

Administrative Hearing Fees

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

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

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

Description of Violation	Required Action	OMC Section

Building Maintenance (Housing)

Description of Violation	Required Action	OMC Section
The apartment building does not have a resident manager who resides at this address.	Provide a resident manager.	15.08.230.R

Zoning

Description of Violation	Required Action	OMC Section

July 16, 2018,

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 FEB -4 PM 1:41

To : ALL TENANTS AND OCCUPANTS

IMPORTANT UPDATE CONTACT NUMBER OF RESIDENT MANAGER IS (805)757-2196

1470 Alice Street Oakland Ca 94612

RE: APPOINTMENT OF RESIDENT MANAGER

We are pleased to inform that effective as of July 1 2018, Elina Bedoya has joined the management team of 1470 Alice Street, Oakland ,Ca 94612, as your resident onsite manager. As stated she will be joining the team of Joanna and Steve. Please continue to work with Joanna and Steve for all your maintenance requests and building needs.

All rents are due on before the first of the month in the lobby box. Cash or partial payments will not be accepted. Payment will only be accepted in the form of personal check, guaranteed check made payable to : Alice B. Building L.P. . Payment will only be accepted from Tenants whose name is on lease agreement. Only one check per apartment . We will not accept checks from unauthorized occupants.

The staff for your property is as follows:

Offsite management : Joanna and Steve (415)819-5995 email: 1470alice@gmail.com

Resident manager : Elina Bedoya (805)757-2196

Thank you for your cooperation.

Jeanne Robertson, Property supervisor

000272

2019 FEB

TENANT MAINTENANCE

All maintenance requests have to be submitted ~~online~~
called in, it has to be followed up with this form.

If you are experiencing an outage, please call the PG&E
you smell natural gas, or suspect another emergency
1-1 or PG&E at 1-800-743-5000.

Tenant's Name: James

Address: 1470 Alice St
Street

Phone Numbers: Cell 289-5301 Home _____

Request: 1 Seal the window

#14. (Fill email photo)

2 Replace Noisy R

Please indicate whether you have any pets, or other concerns ~~with~~
unit:

I understand that in submitting this maintenance request, I am ~~above~~
my apartment as necessary to inspect the work requested
agents deem it necessary.

Signed: James B
(Tenant on Lease)

After completing the items above, deliver _____

* — * — *

Received by: _____

Work Completed By _____

Charge Cost To Tenant: _____ Yes

Reason to Charge: _____

Action Taken: _____

Comments: _____

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank H. Ogawa Plaza, Suite 5313 Oakland, CA 94612-0243 (510) 238-3721	For date stamp 2019 JUL 18 AM 11:37
		<p align="center"><u>PROPERTY OWNER</u> <u>RESPONSE</u></p>

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

CASE NUMBER T19 -0184 *KM/MA*

Your Name Lucky Stewart Alice B. Building, LP	Complete Address (with zip code) 1145 Bush St. San Francisco, CA 94109	Telephone: 415-434-9700 Email:
Your Representative's Name (if any) Greg McConnell JR McConnell The McConnell Group	Complete Address (with zip code) 300 Frank Ogawa Plaza #460 Oakland, CA 94612	Telephone: 510-834-0400 Email: gmc@themcconnellgroup.com jr@themcconnellgroup.com
Tenant(s) Name(s) James Beard	Complete Address (with zip code) 1470 Alice St. #206 Oakland, CA 94612	
Property Address (If the property has more than one address, list all addresses) 1470 Alice St. Oakland, CA 94612		Total number of units on property 22

Have you paid for your Oakland Business License? Yes No Lic. Number: 00190859
 The property owner must have a current Oakland Business License. If it is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

* proof will be provided prior to hearing

Have you paid the current year's Rent Program Service Fee (\$68 per unit)? Yes No APN: 8-627-27
 The property owner must be current on payment of the RAP Service Fee. If the fee is not current, an Owner Petition or Response may not be considered in a Rent Adjustment proceeding. **Please provide proof of payment.**

* proof will be provided prior to hearing

Date on which you acquired the building: 4 / 15/ 16

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

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

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

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

* Tenant is not contesting a rent increase. Tenant claims decreased housing services.

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

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

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

The tenant moved into the rental unit on 3/15/14.

The tenant's initial rent including all services provided was: \$ 1,400.00 / month.

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

If yes, on what date was the Notice first given? 3/15/14

Is the tenant current on the rent? Yes No

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

<u>Date Notice Given (mo./day/year)</u>	<u>Date Increase Effective</u>	<u>Rent Increased</u>		<u>Did you provide the "RAP NOTICE" with the notice of rent increase?</u>
		<u>From</u>	<u>To</u>	
10/25/18	12/1/18	\$ 1,479.87	\$ 1,530.19	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10/25/17	12/1/17	\$ 1,450.85	\$ 1,479.87	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11/1/16	12/1/16	\$ 1,400.00	\$ 1,450.85	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No
		\$	\$	<input type="checkbox"/> Yes <input type="checkbox"/> No

III. EXEMPTION

If you claim that your property is exempt from Rent Adjustment (Oakland Municipal Code Chapter 8.22), please check one or more of the grounds:

The unit is a single family residence or condominium exempted by the **Costa Hawkins Rental Housing Act** (California Civil Code 1954.50, et seq.). **If claiming exemption under Costa-Hawkins, please answer the following questions on a separate sheet:**

1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
3. Was the prior tenant evicted for cause?-
4. Are there any outstanding violations of building housing, fire or safety codes in the unit or building?
5. Is the unit a single family dwelling or condominium that can be sold separately?
6. Did the petitioning tenant have roommates when he/she moved in?
7. If the unit is a condominium, did you purchase it? If so: 1) from whom? 2) Did you purchase the entire building?

The rent for the unit is **controlled, regulated or subsidized** by a governmental unit, agency or authority other than the City of Oakland Rent Adjustment Ordinance.

The unit was **newly constructed** and a certificate of occupancy was issued for it on or after January 1, 1983.

On the day the petition was filed, the tenant petitioner was a resident of a **motel, hotel, or boarding house** less than 30 days.

The subject unit is in a building that was **rehabilitated** at a cost of 50% or more of the average basic cost of new construction.

The unit is an accommodation in a **hospital, convent, monastery, extended care facility, convalescent home, non-profit home for aged, or dormitory** owned and operated by an educational institution.

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

IV. DECREASED HOUSING SERVICES

If the petition filed by your tenant claims **Decreased Housing Services**, state your position regarding the tenant's claim(s) of decreased housing services. If you need more space attach a separate sheet. Submit any documents, photographs or other tangible evidence that supports your position.

Owner denies all tenant allegations. These issues are stale; they have been heard and denied in multiple cases, including T16-0734 and T17-0419.

Please see attachment A. (PAGE 5)

Owner respectfully requests this case be dismissed.

V. VERIFICATION

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

Property Owner's Signature

7/17/19

Date

IMPORTANT INFORMATION:

Time to File

This form **must be received** by the Rent Adjustment Program (RAP), 250 Frank H. Ogawa Plaza, Suite 5313, Oakland, CA 94612-0243, within 35 days after a copy of the tenant petition was mailed to you. Timely mailing as shown by a postmark does not suffice. The date of mailing is shown on the Proof of Service attached to the response documents mailed to you. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open.

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

File Review

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

Mediation Program

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

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

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

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

Property Owner's Signature

Date

more information phone (510)-238-3721.

T19-0184; Beard v. Alice B. Building, LP
Attachment A

Landlord Response to tenant claims:

Landlord respectfully demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734 and T17-0419. Tenant dismissed T16-0228 and T16-0734 was denied by RAP Hearing Officer Kasdin. His decision was affirmed by Administrative Appeal dismissal with prejudice. T17-0419 was denied by RAP Hearing Officer Cohen and affirmed on appeal. These decisions have been finalized and are unreviewable per the doctrine of res judicata.

For the record:

1. Landlord disputes storage area claim and will defend issue at hearing. Issues was included in T16-0734 and denied by RAP via Hearing Officer decision with affirmation by Administrative appeal dismissal with prejudice. Issues was also included in T17-0419 and denied by RAP via Hearing Officer decision with affirmation on appeal.
2. Landlord contests all claims of code violations and service reductions.
3. Landlord denies each and every allegation in petition and reserves the right to supplement the response prior to hearing and provide additional testimony at hearing.

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9/2/2019

A Yahoo Mail - Re: Month number 4 on water damage storage unit

Tenant

TTA-0184

Beard vs MMG

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

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2019 SEP -3 PM 3:40

000279

9/2/2019

A Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000280

9/2/2019

AT&T Yahoo Mail - Storage unit 14 has a serious leak and needs to get fixed

Tenant

TT9-0184

Beard vs MMG

Storage unit 14 has a serious leak and needs to get fixed

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Friday, January 11, 2019, 12:05 PM PST

I also have a refrigerator making a loud noise. It's time to replace that refrigerator. It's too noisy and it's disrupting my sleep

Sent from my iPhone

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000281

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

currently due to the rain. This is not an uncommon issue. We will look into it to confirm it is not a building leak.

Thank you for your information.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 1:15 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water leak in storage unit 14 needs to get fixed.

[Download full resolution images](#)

[Available until Feb 10, 2019](#)

000282

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Apt. 206

Sent from my iPhone

On Jan 12, 2019, at 2:25 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James - I am glad we are starting off on a new set of attitudes. Thank you very much. Please understand the leaking into the garage as more to do with ground saturation than anything. And even if I caulked this entry point it's going to enter somewhere. Is the water reaching your storage unit? Can you put it off the ground?

We will address the situation and see what can be done to redirect the water. No promises but I will see what can I do to keep 2019 happy for all..

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, January 11, 2019 3:13 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

All my work tools and accessories are stored in these storage units. I don't care if the garage leaks. I just don't want it to leak in my storage unit and spilling out onto my parking space. If we can get these 2 things fixed in a reasonable time frame from this date, you shouldn't have to hear from me for quite a while. It's 2019, let's bury the hatchet.

Have a nice weekend

James Beard

289-5301 apt 206

Sent from my iPhone

On Jan 11, 2019, at 1:18 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

All maintenance request should still be issued to Joanne and Steve. They are the responsible party for your building. The ground is saturated

000283

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Any sign of any movement on fixing this leak in my storage unit on space 14? I had to pull all of my tools and ropes, and climbing gear out of the storage unit because they were getting wet. My ropes are drying out on the porch as I write you this email. This was an issue previously and they promised last time, it would remain fixed. I can look into a reputable contractor and mold experts to permanently fix this issue, if you like. This group can give you solid work with warranty. I recommend these fellas last time but y'all decided to take on the work yourselves. I want to see results by the end of this week.

Thanks

James Beard

206

PS. My refrigerator is still loud and needs to be replaced since it can't be fixed. Take care of these 2 request items and you shouldn't have to hear from me the rest of this year.

Sent from my iPhone

On Jan 15, 2019, at 4:55 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Joanne is going to make sure 12 doesn't get wet also. She will get back to me later today.

Sorry for the delay, strep throat. Which again it would really be helpful if you include Joanne and Steve. They are really good about getting things done when it's reasonable. And they aren't against you. Sometimes they just need approval to move forward.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, January 14, 2019 10:15 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water leak in storage unit 14 needs to get fixed.

The water is definitely running through my storage unit and onto the floor. If we can figure out a way to either seal the active leak or direct the water to a nearby drain, that would be awesome. It's going to rain hard Wednesday and Thursday. That would be a great day for an inspection to see where the water is coming from. Another possible solution might be to move me in parking space 12 from 14. I don't see any water coming from storage unit and parking space 12. Just an idea. We'll figure it out. Just want to keep my tools dry.

James Beard

510-289-5301

000284

9/2/2019

Yahoo Mail - Re: Water leak in storage unit 14 needs to get fixed.

Re: Water leak in storage unit 14 needs to get fixed.

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Cc: 1470Alice@gmail.com

Date: Friday, February 1, 2019, 10:55 AM PST

Any sign of contractors on the way to fix the water leak in storage unit 14? Give me a date to make sure the storage unit is cleared for the contractors arrival ASAP. If you want, I can hire someone and take the, labor and materials, cost out of the rent. If not, hire a contractor that guarantees warranty on their work ASAP.

Give me a call if you have any questions or reply to this email

Thanks

James Beard
510-289-5301

Sent from my iPhone

On Jan 22, 2019, at 5:31 PM, James Beard <georgiacyclone@sbcglobal.net> wrote:

Nobody has looked at the refrigerator since I put a maintenance request in the box 2 Thursday's ago. Thanks for the reply

JB

Sent from my iPhone

On Jan 22, 2019, at 11:34 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

What I stated was we would look into the issue, but you have to understand there was a tremendous amount of rain lately. We can not apply a fix until it is dry. Please be patient.

Did anyone look at the refrigerator yet?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, January 22, 2019 7:49 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Cc: 1470Alice@gmail.com
Subject: Re: Water leak in storage unit 14 needs to get fixed.

Good morning

000285

9/2/2019

AT&T Yahoo Mail - Re: 1470 Alice Storage

T19-0184

Tenant

Re: 1470 Alice Storage

Beard vs MMG

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Friday, March 15, 2019, 02:13 PM PDT

Hi Jeanne

The locks are falsely locked but I'll totally remove them to eliminate any confusion next Wednesday.

Thanks

Jamie
510-289-5301

Sent from my iPhone

On Mar 14, 2019, at 1:04 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Don't get mad or laugh, but my new favorite contractor did not listen. Joanna has actually been working diligently to get information on how to stop. She needs the doors unlocked next Wednesday.

Please thank you. The guy today did not ask for the code, so we did not get in to the cabinets since they are locked. Can you send a code to open.

Jeanne

<image001.png>

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

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000286

9/2/2019

T19-0184

AT&T Yahoo Mail - Tool storage unit #14 still le

Tenant

Tool storage unit #14 still leaks

Beard vs MMB

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

After the 1st attempt to
repair & restore storage unit was a
failed attempt due to lack of skill
& competence, certifications, &
credentials.

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000287

9/2/2019

T19-0184

AT&T Yahoo Mail - Re: Garage

tenant

Beard vs MML

Re: Garage

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 12:44 PM PST

I want to meet the contractor in person and yes, I removed the water from my storage as I do it everyday. If I didn't, there would be a waterfall coming out of my storage unit. I left my unit unlocked for inspection yesterday. Anyway, please schedule to meet me on Tuesday when it's scheduled for rain in the forecast. You can see firsthand, what happens in active rain takes place or send Joanne and Steve to meet me in the later afternoon like around 4pm-6pm, Tuesday February 26,2019. In the interim, next time it rains and I'm at home and not off location, I'm going to film active rain. Bags won't protect tools and ropes from getting wet and it's important for my storage unit to remain fixed for proper tool storage as these tools are used to pay rent and bills. Any electrician, mechanic, carpenter or blue collar worker will tell you that proper tool storage is important. Tools and tool boxes don't belong on my living room floor and rigging ropes as well.

I hope to meet with you or the offsite management team Tuesday late afternoon. See y'all then

Jamie
206

Sent from my iPhone

On Feb 20, 2019, at 12:23 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, that last statement is totally wrong. I have been fair to you, and you are right I did not look inside your unit, because it was locked when I was there. I saw no evidence of water until you sent the video. At which time I addressed the situation and also asked you to dry the water that is standing. Have you done this? I have already given instructions to schedule someone to look at the ceiling of your storage.

Joanne and Steve will be in touch with the time the repair guy will be there.

Jeanne

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From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Wednesday, February 20, 2019 9:12 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

You didn't even look at my storage unit. You looked at a different storage unit that had no damage. You need to look at mine. By refusing to repair my storage unit permanently, you are illegally decreasing my services and I already filled a decrease in service petition and I'm challenging the most recent rent increase until I get a hearing date. That's legal. That's the only remedy I know to get you to do your job. I was given reduced rent because of your negligence

000288

9/2/2019

AT&T Yahoo Mail - Re: Garage

and failure to repair. I sent a video clip to you and I'll send another one when it rains again. These videos will be documented as evidence and will be used at rent board at the next hearing.

All you have to do is fix my storage and refrigerator and you refuse. Why is it that you jump through hoops to take care of your luxury tenants that pay \$4000 a month for rent but you don't answer to any of my maintenance request and you continually decrease my services as a form of harassment to get me to leave? I paid extra money for that storage unit and parking space. I expect my parking space not to be a slip hazard and my storage unit not flooded and damaged with toxic mold.

Sent from my iPhone

On Feb 19, 2019, at 11:08 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, The judgement that gave you a four month decrease in rent, was due to overhead pipes leaking. This is not the case. In fact the integrity of your storage shows to be in the same condition, with no water damage to the wood. Any rust to your items stored in this area you can help prevent by simply placing a trash bag over them.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 9:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

T16-0734. You should read the judgement ruling. The storage unit is a space I store my work tools and it's a necessary service.

Sent from my iPhone

On Feb 19, 2019, at 12:29 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

I was just there, my apologies for not contacting you. There is no water going into the storage, rather a cement wall. I checked the storage immediately next to you. Concrete absorbs water by nature and that may allow moisture into your storage by laws of nature. For which you can take additional steps to put your equipment in bags, etc. This was in place when you signed the lease and no changes have been made to cause any difference. I have discussed the paragraphs in your lease that address this. The water on the floor

000289

of the garage, is going to happen from time to time during a rain and that is a safety feature to allow run off, because this is an underground garage, it is expected and structurally built to do so.

Please find something else to be angry about, preferably not related to your rental. We will not making any changes to the storage area regarding your claims presented and demand to do so. That is final. Please, feel free to politely submit any future maintenance request utilizing our Meridian Management Group policy requirements on a Maintenance request form to Joanne and Steve.

The balance due on your ledger is accurate. For the last year while waiting for the multiple appeals you did not pay the correct rent. No one approved that you do so, and we kindly waited through all your appeals. However the decision has been finalized. And it is now time for you to pay back the rent you did not pay in full last year. If needed I am happy to post the decision which provides the amount that was due.

I know this is not the answer that you want, but please try to put some understanding and consideration and try protecting your equipment by simply putting it in bags and sealing the moisture out. And quit making it a personal attack against you, because I assure you, it is not.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Tuesday, February 19, 2019 11:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

I'm here now and I have both storage lockers on space 14 open for inspection for water leaks and damage. I'll be in 206. Knock on my door or call me. I'm working the graveyard shift this week from 10pm until 8am so let's keep this brief.

Thanks

000290

9/2/2019

AT&T Yahoo Mail - Re: Garage

JB

510-289-5301

Sent from my iPhone

On Feb 18, 2019, at 7:01 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James, I will be on site at some time tomorrow. I will let you in advance when that is. And I will look at your issue one more time.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Monday, February 18, 2019 2:24 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

If you believe that information is true then I got a wall to sell you that Mexico isn't paying for. Just call the contractor while the weather is still dry and quite deflecting the subject BS harassment tactics. You also cost me income and ran up my medical and legal bills and fees well over \$10,000.00. We're even.

Now fix my water damaged storage ASAP. It's not hard and it doesn't come out of your paycheck or profits. That's Russel Flynn's financial headache for not doing his job in the first place.

Give me a time and date the contractors are going to show up and fix my storage unit and my flooded parking space.

JB

Sent from my iPhone

On Feb 15, 2019, at 2:35 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

The ledger was attached to show that you did not pay the full rent due.

Jeanne

<image001.png>

Jeanne Robertson

000291

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

Tenant

T19-0184 Beard vs MMG

RE: Water damaged storage unit #14

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Date: Monday, March 11, 2019, 01:47 PM PDT

External images are now more secure, and shown by default. Change in Settings

I am headed that way please meet me in the garage.

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, March 8, 2019 5:26 AM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water damaged storage unit #14

Let's try 2pm, Monday, if that's okay with you.

Thanks

JB

Sent from my iPhone

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2019 SEP -3 PM 3:34

000292

9/2/2019

AT&T Yahoo Mail - RE: Water damaged storage unit #14

On Mar 7, 2019, at 5:51 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Okay Monday afternoon it is . What time. Glad to hear you are back at work.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Thursday, March 7, 2019 5:50 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Water damaged storage unit #14

Hello,

Sorry for the reply one day later. I've been working double shifts. I'll be available Monday afternoon. I'm working through the weekend and cleaning out the water in the storage unit at night before bedtime.

Sent from my iPhone

On Mar 6, 2019, at 10:14 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Will you be home tomorrow. And what time if so?

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Wednesday, March 6, 2019 2:25 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit #14

000293

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Tenant

T19-0184 Beard VS MMG

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

1. Please explain in detail the greater factors that are involved.
2. You're going to get your rent in full 5/01/19.
3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

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 2019 SEP - 3 PM 3:34

000294

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Month number 4 on water damaged storage unit

We have entered month number 4 and still no results on repairing my tool storage unit or preventing future water invasion. What's the current status of hiring a new licensed contractor with credentials and warranty? My apartment isn't a storage unit and I don't have any space in my tiny apartment to put these tools.

Let me know what it's going to take to put this to a satisfactory solution and ending? This is ridiculous. Please set a date for a contractor to permanently repair water damaged and prevent future water intrusion. Standing by for a reply.

JB 206

Sent from my iPhone

000295

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

The solution that I couldn't take is a smaller storage unit in which someone else already occupies. I need you to fix the storage unit that got assigned to me when I first signed the lease. Ignoring the problem doesn't make it go away. I need my tool storage in full working capacity as soon as possible. That should have been fixed by the middle of February and we are almost 3 weeks into April. Until my storage is repaired in full I refuse to pay the current rent increase until I hear back from the Oakland rent board. You will receive the amount of \$1470.00 every month until my storage is 100% fixed and finished. A decrease in service = reduced rent.

Have a nice weekend

JB 206

Sent from my iPhone

On Apr 19, 2019, at 7:56 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

You also have been offered a solution that you do not take . However just yesterday I asked another remediator to go look next week and see if he can help provide an answer to resolve this issue finally. I will let you know if we have progress.

Jeanne

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

I see that we are into month number 4 and week 2 and still no results. The tool storage unit still has to get fully repaired before the next rainfall. I really wish I can put my tools back in the tool storage where they belong. This has been 4 months that I've been denied repair service for my storage unit and loud noisy refrigerator. This is an obvious attempt to harass me and run me out of my rental unit and you cannot legally do that.

Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000296

9/2/2019

T19-0181

AT&T Yahoo Mail - Tool storage unit #14 still le

Beard vs MMG

Tenant

Tool storage unit #14 still leaks

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Wednesday, March 20, 2019, 02:01 PM PDT

Water is still treading in both units. The maintenance contractor got rid of the mold but still hasn't sealed the leak that's coming in my storage unit. It's time to hire a licensed contractor with certifications and repair warranty guaranteed. Your hired maintenance contractor can do the mold and painting after the licensed contractor does the final repair and inspection. We're not there yet. I pulled my truck forward so you're maintenance contractor can finish the work and for today's inspection.

Thanks

Jamie 206
510-289-5301

Sent from my iPhone

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ARBITRATION PROGRAM
2019 SEP -3 PM 3:39

After a failed attempt by a hired worker that lacks the skill & competence, credentials & certification to complete to fully repair and restore the storage unit with water damage & intrusion

9/2/2019

AT&T Yahoo Mail - Explain the greater factors involved with the delay of permanently fixing my tool storage unit

Explain the greater factors involved with the delay of permanently fixing my tool storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Tuesday, April 23, 2019, 02:54 PM PDT

1. Please explain in detail the greater factors involved as to why my storage unit hasn't been permanently repaired by a licensed contractor with certifications, credentials and back up warranty.
2. Starting May 2019, I want a written receipt for every rent check from hear on out, no exceptions. I've been asking Joanne and Steve to write me a receipt and they refuse and that's illegal and a unfair business practices as you claim that I owe you money and that's not true. I don't owe you any additional money other than your rent check every month in which I've never missed a payment nor was I ever late.
3. I need a address to mail my future rent checks to as I'm going to be out of town on business in which I'll be not here on rent week. Can I just mail it straight to you at your business address? This the only apartment complex in this globe that doesn't accept rent checks by mail and that has costed me serious income and potential future jobs.

Your prompt reply would be greatly appreciated

Thanks

JB
Sent from my iPhone

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 2019 SEP - 3 PM 3:34

Beard vs MMG

T19-0184

000298

Thomson - C. Young

Re: Month number 4 on water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: jrobertson@mmgprop.com

Date: Monday, April 22, 2019, 05:54 PM PDT

- 1. Please explain in detail the greater factors that are involved.
- 2. You're going to get your rent in full 5/01/19.
- 3. I need to get a receipt for each months rent paid from May 2019 going forward. I need to start collecting receipts.
- 4. Last but not least, my job is going to require me to travel and I'll be out of town during rent week a lot. Can I please send my rent check to your office address or an address of your choice when I'm out of town?

Thanks

JB

Sent from my iPhone

~~On Fri, Apr 19, 2019, at 4:34 PM, Nancy [redacted] <[redacted]@[redacted].law.com> wrote:~~

~~ask her what the greater factors are. Be sure to pay rent in full. Ask her if you can mail rent to [redacted] and/or get a receipt from onsite manager. Explain [redacted] situation is difficult for you when you travel for work or pleasure.~~

~~Happy holidays Nancy~~

On Fri, Apr 19, 2019 at 3:12 PM James Beard <georgiacyclone@sbcglobal.net> wrote:

Sent from my iPhone

Begin forwarded message:

From: Jeanne Robertson <JRobertson@mmgprop.com>
Date: April 19, 2019 at 12:40:05 PM PDT
To: James Beard <georgiacyclone@sbcglobal.net>
Subject: RE: Month number 4 on water damaged storage unit

If you do not pay your full pay rent I will be forced to issue a three day notice. You will pay the full rent due. Please don't make it harder and we are not ignoring the situation there are greater factors involved.

Jeanne Robertson
 Meridian Management Group
 614 Grand Avenue, Suite 206
 Oakland, CA 94610
 P. (510) 444-9700
 F. (510) 338-3651
Jrobertson@mmgprop.com

-----Original Message-----
 From: James Beard <georgiacyclone@sbcglobal.net>
 Sent: Friday, April 19, 2019 12:27 PM
 To: Jeanne Robertson <JRobertson@mmgprop.com>

9/2/2019

Yahoo Mail - Re: Month number 4 on water damaged storage unit

Subject: Re: Month number 4 on water damaged storage unit

The solution that I couldn't take is a smaller storage unit in which someone else already occupies. I need you to fix the storage unit that got assigned to me when I first signed the lease. Ignoring the problem doesn't make it go away. I need my tool storage in full working capacity as soon as possible. That should have been fixed by the middle of February and we are almost 3 weeks into April. Until my storage is repaired in full I refuse to pay the current rent increase until I hear back from the Oakland rent board. You will receive the amount of \$1470.00 every month until my storage is 100% fixed and finished. A decrease in service = reduced rent.

Have a nice weekend

JB 206

Sent from my iPhone

On Apr 19, 2019, at 7:56 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

You also have been offered a solution that you do not take . However just yesterday I asked another remediator to go look next week and see if he can help provide an answer to resolve this issue finally. I will let you know if we have progress.

Jeanne

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Friday, April 19, 2019 7:13 AM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Month number 4 on water damaged storage unit

I see that we are into month number 4 and week 2 and still no results. The tool storage unit still has to get fully repaired before the next rainfall. I really wish I can put my tools back in the tool storage where they belong. This has been 4 months that I've been denied repair service for my storage unit and loud noisy refrigerator. This is an obvious attempt to harass me and run me out of my rental unit and you cannot legally do that.

Please for the love of god and all things good, fix my storage unit permanently by hiring a credible licensed contractor that guarantees warranty with their work to get the job done. It's not hard and it's your job.

JB 206

Sent from my iPhone

000300

9/2/2019

Yahoo Mail - Re: Month number 4 on water damage storage unit

On Apr 8, 2019, at 12:39 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

Good afternoon James,

While stating we are still working on a solution is not the answer you want to hear, but both Joanne and I have had several people to visit the space and we are still working on a solution. My suggestion is to utilize the smaller storage space in the meantime. What I saw when you opened the storage unit was that this would fit in the other empty space.

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

-----Original Message-----

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Monday, April 8, 2019 10:00 AM

000301

9/2/2019

AT&T Mail - Re: Today's weather forecast is eating away my storage unit

779.0184

KM/MA

Re: Today's weather forecast is eating away my storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 6, 2019, 05:05 AM PST

Okay I stand corrected only on one occasion that you just joined in last summer so you didn't lie but the rest of meridian group including legal reps lied to me and the rent board. I'm not retracting that statement. I'm protesting the last rent increase until my storage unit is permanently repaired by a professional contractor that guarantees warrantee with their work. If I have to hire the contractor myself, then I will deduct all expenses from rent as that is perfectly legal under California state landlord/tenant laws and ordinances under repair and deduct remedy. If meridian management and owners fixed the problem last time, we wouldn't be back here again. That's what happens when the job doesn't get done right the first time.

I told you that all you have to do is repair and stop the water leak and damage to my storage unit and replace this loud obnoxious refrigerator that keeps me up at night. Do that and you shouldn't have to hear from me in quite a while. Make this problem go away and I'll go away.

Thanks

Jamie

Sent from my iPhone

- > On Feb 4, 2019, at 9:48 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:
- >
- > We did no such thing. James, we have looked into this, and as of this time there is no fix for water intruding from below. It's a typical garage issue. I am working on finding a solution, but I have not been able to do so as of yet.
- >
- > Jeanne
- >
- > -----Original Message-----
- > From: James Beard <georgiacyclone@sbcglobal.net>
- > Sent: Monday, February 4, 2019 9:55 AM
- > To: Jeanne Robertson <JRobertson@mmgprop.com>
- > Cc: 1470Alice@gmail.com
- > Subject: Today's weather forecast is eating away my storage unit
- >
- > It's also a slip hazard. This has gone on to long. I was told it was permanently repaired at the last rent board hearing last August 2018 by Greg McConnal. Y'all lied to me
- >

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2019 SEP -3 PM 3:33

000302


Garage

From: Jeanne Robertson (JRobertson@mmgprop.com)

To: georgiacyclone@sbcglobal.net

Cc: 141ALI@mmgprop.com

Date: Monday, February 11, 2019, 11:48 AM PST

 External images are now more secure, and shown by default. [Change in Settings](#)

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

000303

9/2/2019

AT&T Yahoo Mail - Re: Water damaged storage

Re: Water damaged storage unit

From: James Beard (georgiacyclone@sbcglobal.net)

To: JRobertson@mmgprop.com

Date: Wednesday, February 20, 2019, 10:48 AM PST

It's raining next week Monday through Wednesday. Why don't we meet Tuesday while it's raining so you can see first hand what damage happens when it rains. That's the only way to do a fair inspection. I'm taking Monday and Tuesday off and will be available by appointment. I have a doctors appointment Monday from 1-3pm, physical therapy included. Tuesday is more flexible. Let's do this right and fair and fix this problem permanently. If this problem goes away, You won't hear from me for the remainder of this year. With the exception of getting my monthly rent check, you won't even know I'm hear or I'll be so quiet that you'll forget I'm even here. When I make a promise, I stick to it.

See you next week and more than willing to work with you to put this ongoing problem to rest. All I really want is my storage unit repaired. I don't want to make another battle out of this and I don't think you do either.

Thanks

James Beard 206
510-289-5301

Sent from my iPhone

On Feb 19, 2019, at 11:15 PM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

After watching the video , I will return on Friday. I am out of town the next two days. In the mean time, you can dry the water that is there now.

Jeanne

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Tuesday, February 19, 2019 7:54 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Water damaged storage unit

[Download Attachment](#)

[Available until Mar 21, 2019](#)

000304

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>
Sent: Friday, February 15, 2019 2:02 PM
To: Jeanne Robertson <JRobertson@mmgprop.com>
Subject: Re: Garage

I paid my rent on the first of every month thank you very much. See you at the rent board.

JB

Sent from my iPhone

On Feb 15, 2019, at 11:16 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

James,

For your convenience I have attached a copy of your lease. Please see page 4 - #16 of your lease. Specifically where the "tenant release the owner of from any liability or damage to Tenant's property while stored on the Premises." Also please see item 21: "Tenant shall NOT remodel, renovate, redecorate, paint, refinish, floors, or otherwise alter the Premises, common areas or any other parts of the Building or the Property in any way."

We have offered you storage in parking space 12, and that is all we are able to do to accommodate.

The has been no harassment. However, I do thank you for reminding me that you are past due on your rent. Please see the ledger attached and pay the balance due immediately.

Jeanne

<image001.png>

Jeanne Robertson

000305

9/2/2019

AT&T Yahoo Mail - Re: Garage

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

From: James Beard <georgiacyclone@sbcglobal.net>

Sent: Wednesday, February 13, 2019 1:14 PM

To: Jeanne Robertson <JRobertson@mmgprop.com>

Subject: Re: Garage

Hate to be the barrier of bad news but your going to have to hire a contractor to fix that. If I have to go out of pocket to hire the right contractor then all labor, maintenance and materials will be deducted from rent as that is legal under California's repair remedy landlord/tenant laws and it's also a Oakland city ordinance. Storage space 12 is 50% smaller than mine and I barely have enough room for the storage space I currently have. Unless you beat me, I'm going to start interviewing contractors to do a full repair and Ill let you pick the contractor with the best deal including warranty. Since I have to remove items in my storage to keep the dry and safe, I'm going to challenge rent increase at the rent board while we remedy this since that's the only way I can get y'all to act on a emergency. Water damage is dangerous slip hazard. Forcing me into a smaller space is a decrease in service because the other space is to small.

If y'all would have hired the guy I recommend last time instead of the dude y'all met at Home Depot, we wouldn't be in this situation. I'm fighting this one again. I won last time, I protested this.

I believe y'all are being unreasonable and that harassmt tactic is not going to make me leave but it will run you more legal expenses which could have been totally avoided. The only way I'm leaving is in a body bag and if you are so lucky to witness that, my son will take over my lease as he was living here from 2014-2016, which gives him tenants rights.

Get the contractors over here ASAP or I will

James

206

Sent from my iPhone

On Feb 11, 2019, at 11:47 AM, Jeanne Robertson <JRobertson@mmgprop.com> wrote:

000306

James, I went to look at the issue with your space. And this is what I found.

1. The building is set up for water to distribute there as needed this is a built in structural feature. Unlike the storage unit.
2. While 12 is smaller, it is in a dryer location and this is the only option I have available.
3. The water as far as I could tell was not entering your storage but running along the back side. Perhaps if you lined the interior with even something as simple as contact paper it would push back any seeping water.

As far as your refrigerator I have asked Joanne to order you another one. They will be in contact.

Also, we got a letter from PGE stating high energy use in the building. Please be aware if you are charging the lime scooters this is only to be done in your apartment.

We do appreciate that you have a much better attitude going forward.

Jeanne

<image001.png>

Jeanne Robertson

Meridian Management Group

614 Grand Avenue, Suite 206

Oakland, CA 94610

P. (510) 444-9700

F. (510) 338-3651

Jrobertson@mmgprop.com

<Ledger2.13.19.pdf>

<lease.pdf>

km/ma



Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program
From: Gregory McConnell
Date: 9/10/19
Subject: T19-0814; Additional Documentation

Owner has requested that this case be dismissed, however, Owner retains the right to defend this petition.

Owner is on vacation and cannot participate in the preparation for this case. We are submitting the attached documentation currently available on Owner's behalf. Owner reserves the right to submit further documentation up to seven (7) days prior to the hearing. If we still have not received the necessary documents, Owner will request a continuance.

Thank You.

Km/MA



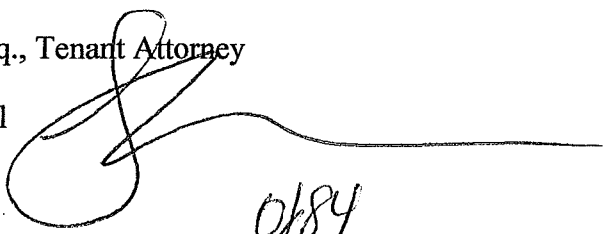
THE McCONNELL GROUP
Consultants and Advocates

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:45

Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart *0/84*

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

This tenant is a serial filer who is abusing the system.

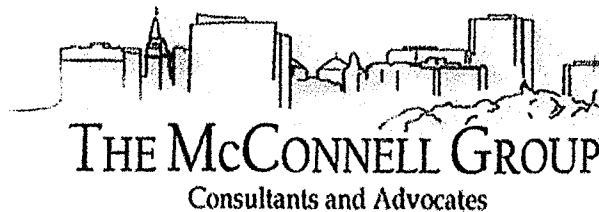
Tenant is not current on rent. Tenant has not been paying rent as stipulated in previous decisions, and therefore does not have standing to be heard before the RAP. Based upon T16-0734 and subsequent CPI increases Tenant should be paying \$1,479.87 per month prior to the currently contested increase.

The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



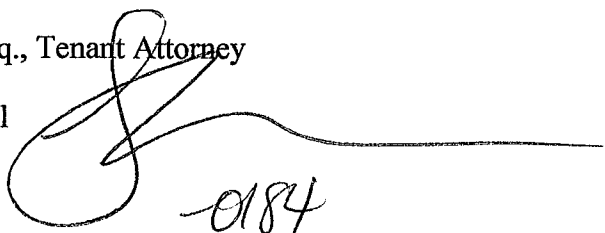
RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:44

Km/ma

Memorandum

To: Maimoona Ahmed, Hearing Officer, Oakland Rent Arbitration Program

Cc: Barbara Kong Brown, Senior Hearing Officer, Oakland Rent Arbitration Program
James Beard, Tenant
Nancy Conway, Esq., Tenant Attorney

From: Gregory McConnell 

Date: 9/10/19 *0184*

Subject: Renewed Request for Dismissal: T19-0814; Beard v. Stewart

Owner respectfully repeats his demands that this petition be dismissed. The claims in this petition were heard and decided upon in T16-0228, T16-0734, T17-0419 and T18-0134.

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The rent increase in question is a CPI increase based on a RAP decided/approved base rent. The legitimacy of this rent can be decided administratively without the need for a lengthy hearing.

Tenant's claims of decreased housing services regarding the garage storage unit has been heard and decided repeatedly in the cases mentioned above.

For these reasons, Owner respectfully demands this petition be dismissed by Administrative Decision.

Thank You.



Meridian Management Group

December 10, 2018

Mailed
12/14/18

James Beard
1470 Alice Street #206
Oakland, CA 94612

Dear Mr. Beard,

This letter is in response to your email dated December 7, 2018, which stated:

I'm requesting a written summary explaining why the rent increase received on November 2 exceeds Oaklands cpi. Your cooperation in this matter would be greatly appreciated.

Your rent increased \$50.32, which is 3.4% of your then current rent amount of \$1479.87. This is not in excess of the current allowable amount per the City of Oakland Rent Adjustment Program. Your current lawful rent is \$1530.19. There is a one time charge of \$34.00 dollar added December 1, 2018 which is the allowable passthru of the rent board fee.

Thank you,

Jeanne Robertson
Meridian Management Group
614 Grand Avenue, Suite 206
Oakland, CA 94610
P. (510) 444-9700
F. (510) 338-3651
Jrobertson@mmgprop.com

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP 10 PM 4:44

000311

Nov 2 2018
December 10, 2018

NOTICE OF CHANGE IN TERMS OF TENANCY

James Beard
1470 Alice Street , #206
Oakland, CA 94612

Re: Rent Increase - Oakland Municipal Code, Chapter 8.22

Dear James Beard

While no one likes a rental increase, the cost of operating a building has risen in excess of the increase allowed by the City Ordinance. We value you as a tenant and hope you will understand the necessity for this increase.

Therefore, you are hereby notified, in accordance with Civil Code Section 827, that thirty (30) days after service upon your of this notice, or December 1, 2018, whichever is later. Your current monthly payment calculations are to be found on page two.

**Please make your check payable to Alice B. Building, LP,
per the following schedule to be submitted to the Resident Manager:**

1)	December 1-31, 2018	\$1,564.19
2)	January 1, 2019 - November 30, 2019	\$1,530.19

All rents are due and payable in advance on the 1st day of each and every month. Additionally, a late charge as outlined in your lease will be charged for any delinquent payment of rent.

Furthermore, please find duplicate notices for the City of Oakland's Rent Adjustment Program. Please enclose the loose copy with your signature along with your next rent payment. The signed notice is recommended by the Oakland Rent Adjustment Program.

Owner reserves the right to bank any and all allowable rent increases under provisions of the RRAO and can be added to any future increases and transferred to any future Owners.

Owner may apply any payment by Tenant to any obligation of Tenant to Owner, notwithstanding any dates or other direction from Tenant that accompanies any such payment. Any attempt by Tenant to allocate a payment in any other way shall be null and void.

Please be advised that pursuant to Oakland Rent Adjustment Program Rules and Regulations, the Owner considers you to be the only authorized Original Occupant to occupy the above premises.

Information and advice regarding this notice are available from the Oakland Rent Adjustment Program located at 250 Frank H. Ogawa Plaza, 6th Floor, Oakland, CA, 94612.

Sincerely,

Jeanne Robertson
Property Supervisor

Enclosures - Two RAP Notices (One on the back of this notice and one loose copy for return signature)
and Decision Summary

cc: Resident Manager
Accounting Department
Tenant File

141 #206

See Reverse Side for Calculations

000312

.1470 Alice Street
December 10, 2018

#206

Rent Increase Calculations

Effective December 1, 2018

Your current base rent on your apartment is	\$1,479.87
CPI Rent Increase shall be	<u>50.32</u>

Therefore, effective December 1, 2018, the new base rent on your apartment will be **\$1,530.19**

Therefore, effective December 1, 2018, the new monthly base rent on your apartment will be **\$1,530.19**

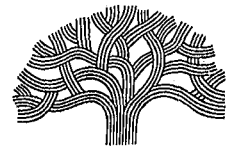
Additionally, your portion of the Rent Adjustment Program Service Fee is Due in December **34.00**

Payment for the month of December 1, 2018 **\$1,564.19**

Note: Refer to Page 1 for the schedule of subsequent payments due.

141 #206

000313



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

Housing and Community Development
Department Rent Adjustment Program

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

ADMINISTRATIVE DECISION

CASE NUMBER: T19-0184 Beard v. Meridian

PROPERTY ADDRESS: 1470 Alice Street, Unit 206, Oakland, CA

PARTIES: James Beard, Tenant
Lucky Stewart, Owner
Greg McConnell, Attorney for Owner

INTRODUCTION

The tenant filed a petition on February 4, 2019, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2019, and alleging decreased housing services due to a water leak in the garage storage unit/parking space, and a loud refrigerator. The tenant also stated that he first received the RAP Notice in 2014, and he also received the RAP Notice with the contested rent increase.

The owner filed a timely response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing service claims were already decided in prior hearing decisions.

REASON FOR ADMINISTRATIVE DECISION

An Administrative Decision is a decision issued without a hearing. The purpose of a hearing is 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 is being issued.

CPI Rent Increase is Valid

Pursuant to the Rent Adjustment Ordinance, CPI and Banking Rent Adjustments are not subject to petition.¹ A tenant may not petition to contest a rent increase justified in an amount up to and including the CPI Rent Adjustment.²

¹ O.M.C. §8.22.070(B)

² O.M.C. §8.22.070(B)(2)

The Tenant Petition lists a single rent increase, served on November 2, 2018, proposing to increase the tenant's rent from \$1,479.87 to \$1,530.19, effective December 1, 2018. The allowable CPI for the year of July 1, 2018, to June 30, 2019, is 3.4%, which is \$50.32 of \$1,479.87, the tenant's rent prior to the proposed rent increase. The new rent with the CPI Adjustment totals \$1,530.19. The CPI was properly calculated and the proposed increase does not exceed the allowable CPI of 3.4%. Therefore, the CPI rent increase is valid.

Decreased Housing Service Claims

Leak in Garage Storage Unit/Parking Space: Official Notice is taken of the Hearing Decision in Case Number T16-0734, Beard v. Stewart, a prior case which involved the same parties and the same subject property. In that case, the tenant complained about a leak in the garage storage unit/parking space and was granted restitution. As this claim was already raised and addressed in the prior case, it is dismissed.

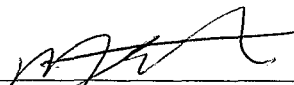
Loud Refrigerator: The tenant stated in his petition, under penalty of perjury, that "his refrigerator makes a loud noise". The tenant did not claim any other issues with the functionality of his refrigerator. A loud refrigerator does not constitute a decrease in housing services. This is a frivolous claim and is denied.

ORDER

1. Tenant Petition T19-0184 is dismissed.
2. Effective December 1, 2018, the tenant's new base rent is \$1,530.19 monthly.
3. The decreased housing service claims are denied.
4. The hearing scheduled for September 23, 2019, is cancelled.

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

Dated: September 17, 2019



Maimoona S. Ahmad
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number T19-0184

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

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

Documents Included

Administrative Decision

Owner

Russel Flynn,
Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

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

Tenant

James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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 **September 19, 2019** in Oakland, CA.

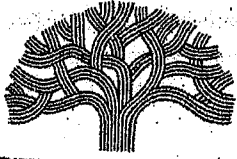


Brittni Lothlen
Oakland Rent Adjustment Program

000316

KM/NA

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM

 CITY OF OAKLAND	CITY OF OAKLAND RENT ADJUSTMENT PROGRAM 250 Frank Ogawa Plaza, Suite 5313 Oakland, CA 94612 (510) 238-3721	2019 OCT 8 For date stamp: 31
	APPEAL	

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
OCT 8 PM 3:31

Appellant's Name James Beard		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant
Property Address (Include Unit Number) 1470 Alice St, #206 Oakland, CA 94612		
Appellant's Mailing Address (For receipt of notices)		Case Number T19-0184
		Date of Decision appealed 9-17 9-17-2019
Name of Representative (if any) Nancy Conway	Representative's Mailing Address (For notices) 345 Franklin St San Francisco, CA 94102	

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

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

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

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

For more information phone (510) 238-3721.

IMPORTANT INFORMATION:

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

- Appeals filed late without good cause will be dismissed.
- You must provide all the information required, or your appeal cannot be processed and may be dismissed.
- Any response to the appeal by the other party must be received by the Rent Adjustment Program with a proof of service on opposing party within 35 days of filing the appeal.
- The Board will not consider new claims. All claims, except jurisdiction issues, must have been made in the petition, response, or at the hearing.
- The Board will not consider new evidence at the appeal hearing without specific approval.
- You must sign and date this form or your appeal will not be processed.
- The entire case record is available to the Board, but sections of audio recordings must be pre-designated to Rent Adjustment Staff.

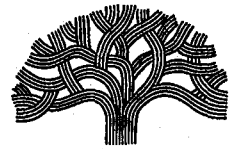
For more information phone (510) 238-3721.

James Beard tenant T19-0184

I was denied a sufficient opportunity to present my claim due to the rent board not allowing me to respond to Mr. Greg McConnell's false claims and evidence tampering. Mr. McConnell showed up prior to the hearing T19-0184 and got this case administratively dismissed despite overwhelming evidence including photographs, 6 months of email exchange between the owner and I, and video evidence showing dangerous water intrusion that still has not been addressed or fixed yet. This is a hazardous substandard condition to live in.

Please consider making another hearing date to listen to and record all evidence and testimony. Also the landlord has been maliciously prosecuting me with eviction notices that are retaliatory since I filed this petition and they are afraid of the truth coming out on live tape. Also previous cases have been erased on tape T16-0228 in order to hide evidence + testimony exposing the owners to criminal activity and I'd like to request that the city attorney and Rebecca Kaplan get involved and investigate this corruption and unlawful harassment.

This decision violates local and state laws. Decreasing housing service is a form of harassment for bidden by the Oakland Tenant Protection Ordinance & Rent Adjustment Board aka Oakland RAP. Evidence clearly shows that the landlord is refusing to fix the hazardous water intrusion and damage done and is trying to force me to move out. As long as this rent board continues to decrease my housing service along with other tenant housing services, the more unlawful eviction cases will rise along with the homeless rate in Oakland.



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Housing and Community Development Department
Rent Adjustment Program

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

Housing, Residential Rent and Relocation Board (HRRRB)

APPEAL DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management

APPEAL HEARING: January 23, 2020

PROPERTY ADDRESS: 1470 Alice Street, No. 206, Oakland, CA

APPEARANCES: Nancy Conway Tenant Representative
Greg McConnell Owner Representative

Procedural Background

The tenant filed a petition contesting a monthly rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and claiming several decreased housing services, including the following:

- Leak in garage storage space/parking space.
- Loud refrigerator.

The owner representative filed a Response, stating the following:

The tenant filed three cases. He dismissed T16-0228, and the issues were decided in two prior cases. T16-0734 was denied and affirmed by Administrative Appeal Decision. T17-0419 was denied and affirmed on appeal. These decisions are final and unreviewable per the doctrine of res judicata.

The hearing officer issued an Administrative Decision dismissing the tenant's claims, stating that the rent increase was justified based on Banking, and denying the decreased housing service claims on the grounds that (1) the claim regarding the garage storage unit/parking space was raised and decided in Case No. T16-0374, entitled Beard v. Stewart, and (2) the "loud" refrigerator did not affect its functionality and was a frivolous claim. The tenant appealed this claim to the Board, which heard the appeal on December 6, 2018, affirming the hearing decision based on substantial evidence.¹

¹ The appeal was initially heard on April 18, 2018, on a procedural issue regarding timeliness of filing of the appeal. The Board determined there was good cause and allowed the appeal to go forward.

Grounds for Appeal

The tenant appealed the Hearing Decision on the following grounds.

- The decision is inconsistent with decisions issued by other hearing officers.
- The decision violates federal, state, or local law.
- The decision is not supported by substantial evidence.
- The tenant was denied a sufficient opportunity to present his claim.

Specifically, the tenant contended the Rent Board did not allow him to respond to Mr. McConnell's 'false claims and evidence tampering'; that Mr. McConnell showed up before the hearing and got his case administratively dismissed despite overwhelming evidence, including photographs, 6 months of email exchange between him and the owner showing dangerous water intrusion that still has not been addressed or fixed, which constitutes a hazardous condition.

The tenant further contends a retaliatory eviction and tenant harassment based on the Tenant Protection Ordinance, since he filed the petition. He also claims evidence was erased in a prior case, in T16-0228, to hide evidence and testimony exposing criminal activity.

The tenant representative contended that the loud refrigerator noise and an ongoing leak which was replaced after the petition was filed, constitutes a decreased Service.

The owner did not file a response to the tenant appeal.

Appeal Decision

After presentation of party arguments, questions to the parties, and Board discussion, J. Warner moved to remand the case to the hearing officer to hold a full hearing on the issues raised in the tenant petition. R. Auguste seconded. K. Friedman proposed a friendly amendment to determine if the leak was a new leak or an ongoing leak, which was accepted by J. Warner and seconded by R. Auguste.

R. Auguste proposed a friendly amendment to consider the claim of the refrigerator disturbing the quiet enjoyment of the unit as an issue of fact, which was accepted by J. Warner.

K. Friedman presented a substitute motion to remand to the hearing officer to determine if the issue is a new leak or if this was an old leak considered in the prior case. T. Williams seconded.

The Board voted on the sub motion as follows:

Aye: A. Graham, J. Ma Powers, T. Williams, K. Friedman, J. Warner

Nay: T. Hall, R. Auguste
Abstain: 0

The motion carried.


J. Warner moved to request that the hearing officer consider the factual basis on the refrigerator issue as a decreased housing service. A Graham seconded.

The Board voted as follows:

Aye: R. Auguste, J. Ma Powers, A. Graham, J. Warner

Nay: T. Hall, T. Williams, K. Friedman

The motion carried.



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

8/13/2020

DATE

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Account # 00190859
ALICE B BUILDING LP

141

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 2/17/2021
Confirmation # 234304

Account Information

Account # 00190859
Expire Date 12/31/2021
Name ALICE B BUILDING LP
Address 1470 ALICE ST
City OAKLAND
Phone (415) 989-1717 x121

Summary

	Input	Amount
Tax Calculation		
Enter 2020 Gross Receipts *(Enter estimated 2021 Gross Receipts if business started in Oakland in 2020)*	467,471.3	\$6,521.22
BT SB1186 (AB1379)	1	\$4.00
BT Recordation and Tech	1	\$3.00
Rent Adjustment Program (RAP) Calculation - only use whole numbers below		
a. Total # of units per Alameda County Records:	22	\$2,222.00
Total Due		\$8,750.22

Payment Information

Payment Amount \$8,750.22

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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

Resident Ledger

Date: 09/15/2021

Code	t0015993	Property	0141	Lease From	12/01/2019
Name	James Beard	Unit	206	Lease To	11/30/2020
Address	1470 Alice Street 206	Status	Current	Move In	03/15/2014
		Rent	1583.75	Move Out	
City	Oakland, CA 94112	Phone (H)		Phone (W)	

Date	Chg Code	Description	Charge	Payment	Balance	Chg/Rec
03/15/2014	secdep	:Posted by QuickTrans (secdep)	1,325.00		1,325.00	<u>788787</u>
03/15/2014	keydep	:Posted by QuickTrans (keydep)	50.00		1,375.00	<u>788800</u>
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		1,325.00	50.00	<u>435275</u>
03/15/2014		chk# :QuickTrans :Posted by QuickTrans		50.00	0.00	<u>435289</u>
05/01/2016	rent	Rent (05/2016)	1,261.50		1,261.50	<u>788763</u>
05/12/2016		chk# 1098308504		1,261.50	0.00	<u>439579</u>
06/01/2016	rent	Rent (06/2016)	1,331.50		1,331.50	<u>800175</u>
06/14/2016		chk# 1098308691		1,261.50	70.00	<u>446359</u>
07/01/2016	rent	Rent (07/2016)	1,331.50		1,401.50	<u>817155</u>
07/05/2016		chk# 83201445		1,261.50	140.00	<u>450623</u>
08/01/2016	rent	Rent (08/2016)	1,331.50		1,471.50	<u>832579</u>
08/17/2016		chk# 82154280		1,261.50	210.00	<u>459240</u>
09/01/2016	rent	Rent (09/2016)	1,331.50		1,541.50	<u>848819</u>
09/07/2016		chk# 1379254		1,261.50	280.00	<u>462687</u>
10/01/2016	rent	Rent (10/2016)	1,331.50		1,611.50	<u>863092</u>
10/10/2016		chk# 11497296		1,330.50	281.00	<u>469959</u>
11/01/2016	rent	Rent (11/2016)	1,400.00		1,681.00	<u>878313</u>
11/09/2016		chk# 20388604		1,331.50	349.50	<u>476171</u>
12/01/2016	parking	Parking (12/2016)	77.73		427.23	<u>894296</u>
12/01/2016	rent	Rent (12/2016)	1,373.13		1,800.36	<u>894297</u>
12/07/2016		chk# MO		1,468.50	331.86	<u>481011</u>
01/01/2017	parking	Parking (01/2017)	77.73		409.59	<u>911166</u>
01/01/2017	rent	Rent (01/2017)	1,373.13		1,782.72	<u>911167</u>
01/10/2017		chk# 1		1,681.00	101.72	<u>487837</u>
02/01/2017	parking	Parking (02/2017)	77.73		179.45	<u>926546</u>
02/01/2017	rent	Rent (02/2017)	1,373.13		1,552.58	<u>926547</u>
02/10/2017		chk# 58379392		1,400.00	152.58	<u>496668</u>
03/01/2017	parking	Parking (03/2017)	77.73		230.31	<u>942649</u>
03/01/2017	rent	Rent (03/2017)	1,373.13		1,603.44	<u>942650</u>
03/08/2017		chk# 65464653		1,400.00	203.44	<u>501824</u>
04/01/2017	parking	Parking (04/2017)	77.73		281.17	<u>960913</u>
04/01/2017	rent	Rent (04/2017)	1,373.13		1,654.30	<u>960914</u>
04/12/2017		chk# 1098311832		1,400.00	254.30	<u>509474</u>
05/01/2017	parking	Parking (05/2017)	77.73		332.03	<u>973901</u>
05/01/2017	rent	Rent (05/2017)	1,373.13		1,705.16	<u>973902</u>
05/26/2017		chk# 1098312341		1,400.00	305.16	<u>517182</u>
06/01/2017	parking	Parking (06/2017)	77.73		382.89	<u>990979</u>
06/01/2017	rent	Rent (06/2017)	1,373.13		1,756.02	<u>990980</u>
06/09/2017		chk# 93358093		1,400.00	356.02	<u>520210</u>
07/01/2017	parking	Parking (07/2017)	77.73		433.75	<u>1007209</u>
07/01/2017	rent	Rent (07/2017)	1,373.13		1,806.88	<u>1007210</u>
07/07/2017		chk# 2379274		1,400.00	406.88	<u>528536</u>
08/01/2017	parking	Parking (08/2017)	77.73		484.61	<u>1022298</u>
08/01/2017	rent	Rent (08/2017)	1,373.13		1,857.74	<u>1022299</u>
08/08/2017		chk# 11707387		1,400.00	457.74	<u>532575</u>
09/01/2017	parking	Parking (09/2017)	77.73		535.47	<u>1037648</u>
09/01/2017	rent	Rent (09/2017)	1,373.13		1,908.60	<u>1037665</u>
09/01/2017	rent	To adjust rent from 12/2016-8/2017	(0.09)		1,908.51	<u>1043844</u>
09/01/2017	tl	Tenant Loss - Storage Area & Screen Door	(378.00)		1,530.51	<u>1043845</u>

09/01/2017	rent	To adjust rent per rent board decision	26.54		1,557.05	<u>1043846</u>
10/01/2017	parking	Parking (10/2017)	77.73		1,634.78	<u>1053960</u>
10/01/2017	rent	Rent (10/2017)	1,399.67		3,034.45	<u>1053976</u>
10/01/2017		chk# 24899194		1,477.40	1,557.05	<u>546961</u>
10/11/2017		chk# 28834513		1,477.40	79.65	<u>551708</u>
11/01/2017	parking	Parking (11/2017)	77.73		157.38	<u>1070237</u>
11/01/2017	rent	Rent (11/2017)	1,399.67		1,557.05	<u>1070252</u>
11/08/2017		chk# 42754185		1,477.40	79.65	<u>558711</u>
12/01/2017	parking	Parking (12/2017)	79.28		158.93	<u>1086147</u>
12/01/2017	rbf	Rent Board Fees (12/2017)	34.00		192.93	<u>1086171</u>
12/01/2017	rent	Rent (12/2017)	1,400.59		1,593.52	<u>1086172</u>
12/07/2017		chk# 51668681		1,450.85	142.67	<u>567273</u>
01/01/2018	parking	Parking (01/2018)	79.28		221.95	<u>1101619</u>
01/01/2018	rent	Rent (01/2018)	1,400.59		1,622.54	<u>1101635</u>
01/12/2018		chk# 60698086		1,450.85	171.69	<u>578889</u>
02/01/2018	parking	Parking (02/2018)	79.28		250.97	<u>1117146</u>
02/01/2018	rent	Rent (02/2018)	1,400.59		1,651.56	<u>1117160</u>
02/16/2018		chk# 69383879		1,450.85	200.71	<u>588009</u>
03/01/2018	parking	Parking (03/2018)	79.28		279.99	<u>1133074</u>
03/01/2018	rent	Rent (03/2018)	1,400.59		1,680.58	<u>1133090</u>
03/05/2018		chk# 77527882		1,450.85	229.73	<u>595003</u>
04/01/2018	parking	Parking (04/2018)	79.28		309.01	<u>1149513</u>
04/01/2018	rent	Rent (04/2018)	1,400.59		1,709.60	<u>1149529</u>
04/05/2018		chk# 87331392		1,400.00	309.60	<u>599907</u>
05/01/2018	parking	Parking (05/2018)	79.28		388.88	<u>1164633</u>
05/01/2018	rent	Rent (05/2018)	1,400.59		1,789.47	<u>1164649</u>
05/15/2018		chk# 96711914		1,400.00	389.47	<u>622497</u>
06/01/2018	parking	Parking (06/2018)	79.28		468.75	<u>1180261</u>
06/01/2018	rent	Rent (06/2018)	1,400.59		1,869.34	<u>1180277</u>
06/06/2018		chk# 3945469		1,400.00	469.34	<u>626132</u>
07/01/2018	parking	Parking (07/2018)	79.28		548.62	<u>1196607</u>
07/01/2018	rent	Rent (07/2018)	1,400.59		1,949.21	<u>1196623</u>
07/01/2018		chk# 11980877		1,400.00	549.21	<u>633997</u>
08/01/2018	parking	Parking (08/2018)	79.28		628.49	<u>1212603</u>
08/01/2018	rent	Rent (08/2018)	1,400.59		2,029.08	<u>1212621</u>
08/08/2018		chk# 216450000		1,400.00	629.08	<u>655963</u>
09/01/2018	parking	Parking (09/2018)	79.28		708.36	<u>1228596</u>
09/01/2018	rent	Rent (09/2018)	1,400.59		2,108.95	<u>1228614</u>
09/10/2018		chk# 35859490		1,400.00	708.95	<u>664283</u>
10/01/2018	parking	Parking (10/2018)	79.28		788.23	<u>1245259</u>
10/01/2018	rent	Rent (10/2018)	1,400.59		2,188.82	<u>1245277</u>
10/11/2018		chk# 44813806		1,400.00	788.82	<u>674507</u>
11/01/2018	parking	Parking (11/2018)	79.28		868.10	<u>1261700</u>
11/01/2018	rent	Rent (11/2018)	1,400.59		2,268.69	<u>1261718</u>
11/12/2018		chk# 53231570		1,400.00	868.69	<u>685007</u>
11/27/2018	rent	To adjust rent per Rent Board	(79.65)		789.04	<u>1273496</u>
12/01/2018	rbf	Rent Board Fees (12/2018)	34.00		823.04	<u>1281519</u>
12/01/2018	rent	Rent (12/2018)	1,530.19		2,353.23	<u>1281520</u>
12/12/2018		chk# 61004481		1,400.00	953.23	<u>692671</u>
01/01/2019	rent	Rent (01/2019)	1,530.19		2,483.42	<u>1298768</u>
01/11/2019		chk# 68286168		1,530.19	953.23	<u>702487</u>
02/01/2019	rent	Rent (02/2019)	1,530.19		2,483.42	<u>1315840</u>
02/11/2019		chk# 7100555		1,530.19	953.23	<u>709954</u>
03/01/2019	rent	Rent (03/2019)	1,530.19		2,483.42	<u>1332798</u>
03/11/2019		chk# 84647070		1,480.00	1,003.42	<u>719792</u>
04/01/2019	rent	Rent (04/2019)	1,530.19		2,533.61	<u>1349632</u>
04/04/2019		chk# 92689711		1,532.00	1,001.61	<u>724514</u>
05/01/2019	rent	Rent (05/2019)	1,530.19		2,531.80	<u>1366701</u>
05/14/2019		chk# 775514		1,530.19	1,001.61	<u>738124</u>
06/01/2019	rent	Rent (06/2019)	1,530.19		2,531.80	<u>1384339</u>
07/01/2019	rent	Rent (07/2019)	1,530.19		4,061.99	<u>1400639</u>
08/01/2019	rent	Rent (08/2019)	1,530.19		5,592.18	<u>1416614</u>

09/01/2019	rent	Rent (09/2019)	1,530.19		7,122.37	<u>1433523</u>
09/26/2019		chk# 611236		1,530.19	5,592.18	<u>772846</u>
10/01/2019	rent	Rent (10/2019)	1,530.19		7,122.37	<u>1449156</u>
11/01/2019	rent	Rent (11/2019)	1,530.19		8,652.56	<u>1465101</u>
11/08/2019		chk# 75979651		1,530.19	7,122.37	<u>787678</u>
12/01/2019	rbf	Rent Board Fees (12/2019)	34.00		7,156.37	<u>1480189</u>
12/01/2019	rent	Rent (12/2019)	1,583.75		8,740.12	<u>1480190</u>
12/10/2019		chk# 83651211		1,583.75	7,156.37	<u>795848</u>
01/01/2020	rent	Rent (01/2020)	1,583.75		8,740.12	<u>1496045</u>
01/08/2020		chk# 91248925		1,583.75	7,156.37	<u>803500</u>
02/01/2020	rent	Rent (02/2020)	1,583.75		8,740.12	<u>1512256</u>
02/05/2020		chk# 98430907		1,583.75	7,156.37	<u>809725</u>
02/20/2020		chk# 1026950		1,530.19	5,626.18	<u>815456</u>
03/01/2020	rent	Rent (03/2020)	1,583.75		7,209.93	<u>1528562</u>
03/05/2020		chk# 5207420		1,583.75	5,626.18	<u>819946</u>
04/01/2020	rent	Rent (04/2020)	1,583.75		7,209.93	<u>1544924</u>
04/13/2020		chk# 14191339		1,583.75	5,626.18	<u>831829</u>
05/01/2020	rent	Rent (05/2020)	1,583.75		7,209.93	<u>1560730</u>
05/29/2020		chk# 20839582		1,583.75	5,626.18	<u>841714</u>
06/01/2020	rent	Rent (06/2020)	1,583.75		7,209.93	<u>1576209</u>
06/17/2020		chk# 39440807		1,583.75	5,626.18	<u>848855</u>
07/01/2020	rent	Rent (07/2020)	1,583.75		7,209.93	<u>1591419</u>
08/01/2020	rent	Rent (08/2020)	1,583.75		8,793.68	<u>1606654</u>
09/01/2020	rent	Rent (09/2020)	1,583.75		10,377.43	<u>1621210</u>
10/01/2020	rent	Rent (10/2020)	1,583.75		11,961.18	<u>1634979</u>
11/01/2020	rent	Rent (11/2020)	1,583.75		13,544.93	<u>1648165</u>
12/01/2020	rent	Rent (12/2020)	1,583.75		15,128.68	<u>1661011</u>
01/01/2021	rent	Rent (01/2021)	1,583.75		16,712.43	<u>1673634</u>
02/01/2021	rent	Rent (02/2021)	1,583.75		18,296.18	<u>1686006</u>
03/01/2021	rent	Rent (03/2021)	1,583.75		19,879.93	<u>1704470</u>
04/01/2021	rent	Rent (04/2021)	1,583.75		21,463.68	<u>1715962</u>
05/01/2021	rent	Rent (05/2021)	1,583.75		23,047.43	<u>1726967</u>
06/01/2021	rent	Rent (06/2021)	1,583.75		24,631.18	<u>1737816</u>
07/01/2021	rent	Rent (07/2021)	1,583.75		26,214.93	<u>1749231</u>
08/01/2021	rent	Rent (08/2021)	1,583.75		27,798.68	<u>1759770</u>
08/23/2021		chk# 0055901827 COVID Relief Payment Program		23,756.25	4,042.43	<u>952066</u>
09/01/2021	rent	Rent (09/2021)	1,583.75		5,626.18	<u>1770670</u>

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: Refrigerator case #T19-0184 James Beard
Date: Tuesday, October 19, 2021 11:08:35 AM

The Refrigerator issue was taken care of last year. Thank you

-----Original Message-----

From: James Beard <jamesbeard30307@gmail.com>
Sent: Tuesday, September 14, 2021 4:13 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: Refrigerator

The new refrigerator works fine. Thanks for checking

Sent from my iPhone

> On Sep 14, 2021, at 4:10 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:
>
> James,
> I know your refrigerator was replaced about a year ago. Do you have any issues with the new one?
>
> Thank you
>
> Sheila Ehsan
>
>

000328

From: [Sheila Ehsan](#)
To: [Gregory McConnell](#); [JR McConnell](#)
Subject: FW: 1470 Alice St. Parking Stall 14 Drainage issue
Date: Tuesday, September 28, 2021 12:54:16 PM

JR,

The scope of work for the parking space for James Beard was completed last week. Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Tuesday, September 28, 2021 11:59 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

Yes we completed last week, I know the work order is working its way through our billing. Here are some pictures.

Thanks,

Adam Moore

Cell - 510.517.8860

If your building has leaks,

The best offense is Rain Defense!

Rain Defense, Inc.

50 Stardust Place

Alameda, CA 94501

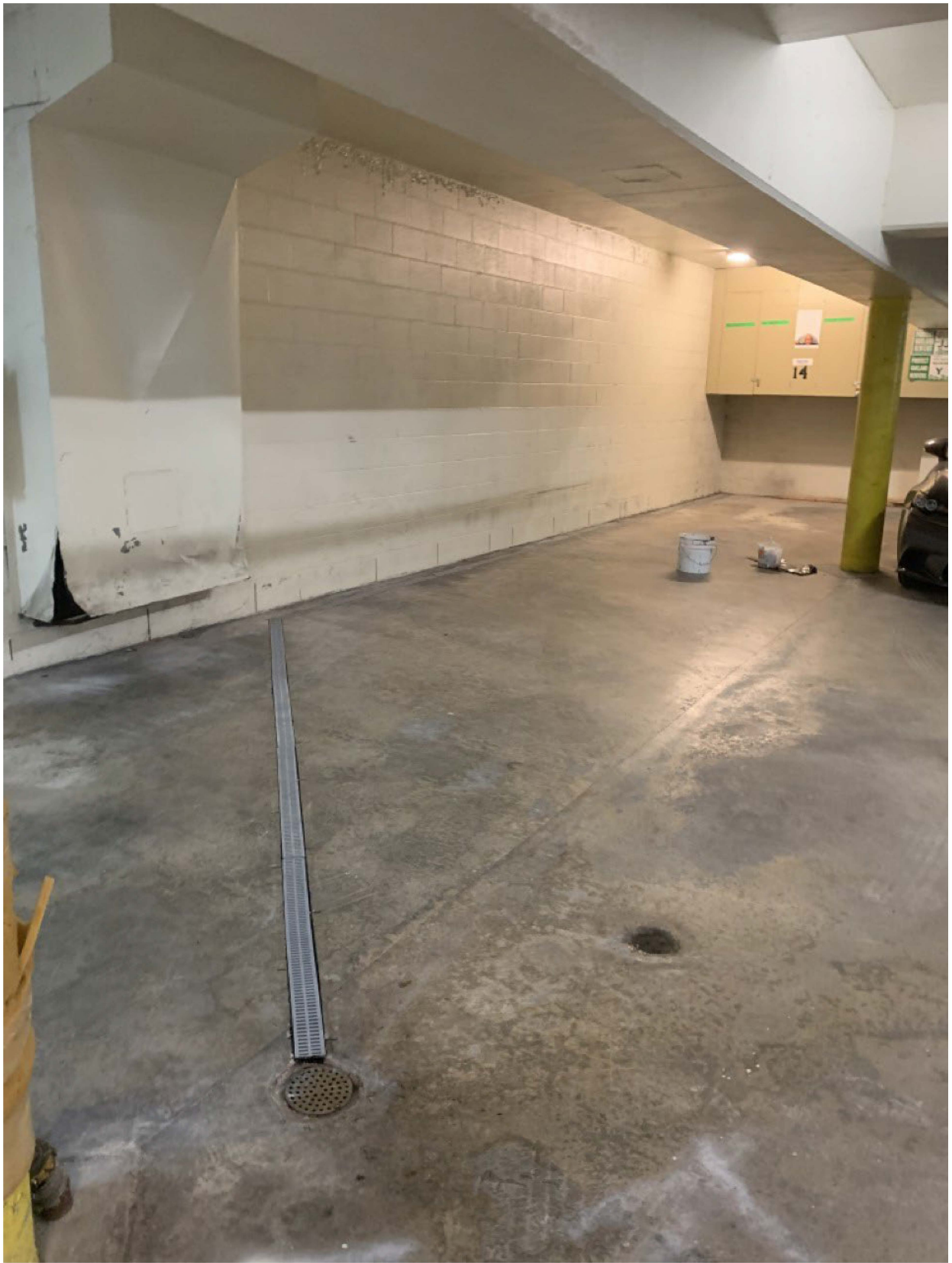
www.raindefense.com

phone - 510.769.0102

fax - 510.769.0107

000329







On Sep 27, 2021, at 1:57 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

000332

Hi Adam,

Was the work completed? Could I please have a report and photos? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Thursday, September 9, 2021 2:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Cc: Alice B. Building <141ALI@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We are set to start this work back up on the 20th and will get it completed that week.

Thanks,
Adam Moore
Rain Defense
510-517-8860

On Sep 9, 2021, at 2:09 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

Have you started the project?

From: Sheila Ehsan
Sent: Thursday, August 19, 2021 11:29 AM
To: 'Adam Moore' <adammoore@raindefense.com>
Subject: RE: 1470 Alice St. Parking Stall 14 Drainage issue

This coming Monday and Tuesday? I will reach out to the tenant .
We are not going to postpone our work for the tenant.

Please provide date and time when the project will be starting? Thank you

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, August 18, 2021 6:54 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

Last we spoke we were scheduled to have started this work on the Monday the 9th. The tenant did not have his area cleared out yet so we postponed the work to start until this last Monday the 16th. We started the work on the drain this Monday. On Tuesday my crew leader running the job was out due to medical issues, which we just found out he can't return from until September 1st. I know my scheduler was coordinating with the onsite contact to reschedule the work until then and we made sure there is no hazards from any of the work we performed so far. Sorry for the delays on this but we will get it finished asap.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Aug 18, 2021, at 2:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam,

000333

Have you started the project and how far are you in the progress?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, August 2, 2021 12:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are schedule to start this next Monday.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
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50 Stardust Place
Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Jul 30, 2021, at 10:45 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Good Morning Adam,

Any update on 1470 Alice?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, July 12, 2021 7:27 AM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Shelia,

We are waiting for the last approval and inspection from the city. This should happen by the end of this week, once done we will give a forecasted schedule and shut down notice for the work since we will need to have the car in parking stall 14 moved for the duration of the work.

Thanks,
Adam Moore
510-517-8860

On Jul 9, 2021, at 10:14 AM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

510-384-0385 Joanna and Steve

Just following up on the project?

From: Adam Moore <adammoore@raindefense.com>
Sent: Monday, June 28, 2021 2:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Sheila,

Can you please send me over a good number for Joanna Ediin for 1470 Alice St Property?

000334

Thanks,
Adam Moore

On Jun 16, 2021, at 1:28 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

We already approved the project about a week ago.

From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, June 16, 2021 1:27 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: Re: 1470 Alice St. Parking Stall 14 Drainage issue

Hi Sheila,

We ordered the products once you approved this but they will take a couple weeks to get in. As soon as we know we will give you a firm date we will start the work. In the mean time we have contacted the power/gas company and are waiting to hear back from them when we can schedule for them to come and mark any underground lines before we start.

Thanks,
Adam Moore
Cell - 510.517.8860

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The best offense is Rain Defense!

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Alameda, CA 94501
www.raindefense.com
phone - 510.769.0102
fax - 510.769.0107

On Jun 16, 2021, at 12:22 PM, Sheila Ehsan <sehsan@mmgprop.com> wrote:

Hi Adam

I am following up on the project as to when are you going to start?>

-----Original Message-----
From: Adam Moore <adammoore@raindefense.com>
Sent: Wednesday, May 26, 2021 4:19 PM
To: Sheila Ehsan <sehsan@mmgprop.com>
Subject: 1470 Alice St. Parking Stall 14 Drainage issue

Shelia,

Please find the enclosed proposal for the drainage issue for parking stall 14. This will install a floor channel drain to catch the water coming out the wall drainage system and move it to the floor drain. Let me know if you have any questions.

Adam Moore
Cell - 510.517.8860

If your building has leaks,
The best offense is Rain Defense!

Rain Defense, Inc.
50 Stardust Place
Alameda, CA 94501
<https://url.emailprotection.link/?b6FqXKSvH4ACD1Vfl39gaoHByztRJLeisjrPygJ3GhDCOfz1B6nubDETCDwqsUfZid1wuzVSgVXpgDqsZQA7gQ-->
phone - 510.769.0102
fax - 510.769.0107



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 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: Owner Supplemental Documentation
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 13 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.

Electronic Service

PERSON(S) SERVED:

Name	James Beard
Address	jamesbeard30307@gmail.com
City, State, Zip	

Name	Nancy Conway
Address	nancy@nancyconwaylaw.com
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 11/09/2021 (insert date served).

JR McConnell

PRINT YOUR NAME



SIGNATURE

11/09/2021

DATE

CITY OF OAKLAND



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

Department of Housing and Community Development
Rent Adjustment Program

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

REMAND HEARING DECISION

CASE NUMBER: T19-0184, Beard v. Meridian Management Group

PROPERTY ADDRESS: 1470 Alice St., Unit 206, Oakland, CA

DATE OF APPEAL HEARING: January 23, 2020

DATE OF APPEAL DECISION: August 13, 2020

DATE OF REMAND HEARING: June 21, 2022

DATE OF REMAND DECISION: September 30, 2022

APPEARANCES: James Beard, Tenant
Nancy Conway, Tenant's Attorney
Sheila Ehsan, Property Supervisor for Meridian Management,
Owner's Agent
Joanne Ediin, Property Manager for Meridian Management,
Owner's Agent
Greg McConnell, Owner's Representative
JR McConnell, Owner's Representative

SUMMARY OF DECISION

The tenant petition is denied.

PROCEDURAL BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

000340

An Administrative Decision, issued on September 19, 2019, dismissed the tenant petition and held that the rent increase was valid because it did not exceed the CPI amount. The decision also denied claims for decreased housing services, holding that the claim for a noisy refrigerator is frivolous and does not constitute a decrease in housing services, and that the issue of a garage water leak was already addressed and decided in the prior case of T16-0734 (*Beard v. Stewart*).

The tenant appealed the denial of claims for decreased housing services. The Housing, Residential Rent and Relocation Board (the Board) remanded the case on two issues: (1) to determine if the issue is a new leak or an old leak considered in the prior case; and (2) to “consider the factual basis on the refrigerator issue as a decreased housing service.”¹

ISSUES ON REMAND

1. Is the water leak that is subject of the tenant petition a new leak or a continuation of the same leak that was already considered in the prior case?
2. What is the factual basis of the refrigerator issue as a decreased housing service?

EVIDENCE

Background

The tenant stated on his petition that he moved into the subject unit on March 15, 2014, at an initial rent of \$1,400.00 per month, and that he received the first notice of the existence of the Rent Adjustment Program (RAP Notice) on March 15, 2014. The tenant’s petition contested a single rent increase that proposed to increase the tenant’s monthly rent from \$1,497.87 to \$1,530.19, effective December 1, 2018. The Administrative Decision held that the rent increase did not exceed the CPI amount and was a valid rent increase. This issue was not appealed.

The tenant filed the following prior petitions: T15-0395, T16-0228, T16-0734 and T17-0419. They were listed on the tenant petition and/or owner response.

Garage Water Leak

Tenant’s Testimony

With his petition, the tenant submitted a handwritten note, called “Decrease in Services,” which stated the following: “My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374.”²

¹ Appeal Decision, T19-0184, *Beard v. Meridian Management*, pp. 2-3.

² Tenant’s handwritten note, page 1.

The tenant testified that the water leaked again in late October or early November of 2018. He testified that he was "swimming in water" when he stepped out of his truck on the wet garage floor and that water in the garage is dangerous and a slip hazard. He also testified that the problem would be fixed if the drain on the east wall was extended.

The tenant submitted copies of seven (7) photographs showing his parking space and the corner where the water comes in and runs towards the drain as the garage floor slopes. The photographs show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch wide.

The tenant submitted six (6) videos, each about 2 minutes long, showing the same area as the photographs, with commentary stating that one was taken during a severe rainstorm on December 13, 2018, one on Christmas Eve of 2018, and one in May (no year stated) and no date was stated in the remaining videos. The videos show the walls and the corner where the water seeps through and the wet ground at certain spots and strings of water going towards the drain.

The tenant did not testify regarding the dates of the photographs or videos and, as the hearing progressed, he became irritated when he was asked questions about his petition, dates, and the documents submitted. When asked questions about his petition, he would respond with: "document speaks for itself" or "why don't you tell me."

Property Manager's Testimony

Property Manager Joanne Ediin testified that she has managed properties since 1985 and has been the property manager at the subject property since 2001, with a break between 2013 and 2016, when she worked for a different company, but then returned to work for Meridian Management in 2016. She also testified about the water in the garage in a hearing held in the prior case T16-0374, Beard v. Stewart.

The property manager explained that the property has a steep driveway into an underground garage with 20 parking spaces. Rain Defense, a professional contractor, installed the trench drains and the pump. The owner submitted copies of three (3) photographs showing the garage area and the drains. The water seeps through the walls and down the walls into the trench drains along the walls and runs where it slopes towards another drain in the middle of the garage during heavy rains. Any excessive water subsides into the drains. The manager testified that when we experience urban flooding or torrential rains, there will be water in the garage, no more than quarter of an inch, and it will run down the slope towards the drain and subside into the drain. She estimated that the urban flooding in Oakland varies from year to year but could be about 10 to 15 days per year, depending on whether we are in a normal rainy season or in a drought.

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Loud Refrigerator

Tenant's Testimony

The tenant testified that the refrigerator was in his unit when he first moved into the unit in 2014. He testified that the loud motor started in November of 2018; that is when he reported it to the owner and included a video of the sound recording. The tenant described the refrigerator noise as a loud motor and testified that the loud noise disrupted the tenant's sleep every night. The tenant confirmed that the owner replaced the refrigerator in 2019.

The tenant submitted a sound video recording of the refrigerator, showing opening and closing of the freezer door. The tenant did not testify about the video, the date, or its volume level when it was recorded and transcribed.

Property Manager's Testimony

Property Manager Ediin testified that, in the course of her employment as a property manager, she kept a daily log. She testified that she received the complaint from the tenant about the loud refrigerator on August 30, 2018, and inspected the refrigerator with her husband on September 6, 2018. At that time, the refrigerator was working properly and without any noise. During the inspection, she and her husband serviced the refrigerator – they oiled the motor and the fan, opened the freezer and fridge doors and waited for the cooling motor/system to turn on. She testified that she did not hear any noise and that the refrigerator was working properly.

After receiving more complaints from the tenant via emails in 2019, the manager dispatched Mark, a Home Appliance Repair specialist, who inspected the refrigerator on September 30, 2019, and found nothing wrong with the refrigerator.

Property Manager Ediin testified that Meridian Management replaced the tenant's refrigerator on October 31, 2019. After the tenant received the new refrigerator, the old refrigerator was moved to the garage workshop where it was stored. No repairs were done to the refrigerator. In January of 2020, the refrigerator was placed in another tenant's unit. She testified that, to this date, she has not received any complaints regarding this refrigerator from the tenant in the other unit.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Decreased Housing Services

Pursuant to Oakland Rent Ordinance, a decrease in housing services is considered an increase in rent³ and may be corrected by a rent adjustment.⁴ To justify a decrease in rent, a decrease in housing services must be the loss of a service that seriously affects

³ O.M.C. §8.22.070(F)

⁴ O.M.C. §8.22.110(E)

the habitability⁵ of a unit, or one that was provided at the beginning of the tenancy and is no longer being provided, or one that was contracted between the parties. The tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief.⁶

Water in the Garage: The testimony at the hearing established that this issue does not represent a new leak, but a situation that will occur from time to time during urban flooding/torrential rains. Property Manager Ediin's explanation was credible that, during extreme weather, there will be water on the floor in the large underground parking garage, but that this is not unusual nor dangerous, based on the information provided by the professional contractor Rain Defense. This issue has already been addressed in T16-0734, where it was denied and affirmed on appeal, and again in T17-0419, where it was again denied and affirmed on appeal. Therefore, this claim has been previously addressed and is denied.

Even if this issue raised in the current petition represented a new garage leak, the outcome would be the same as in the prior cases. The testimony established that the owner acted reasonably to address the issue to install the rain drains, the trench, and the pump. There will still be wet ground in the garage when it rains. Stepping out of the car on to the wet ground when it rains does not present a hazardous condition. The tenant did not sustain his burden of proof. This claim is denied.

Noisy Refrigerator: The tenant's testimony was not credible and the video with the sound he produced lacked authenticity because of his unwillingness to answer questions or to provide specific dates. The tenant received a new refrigerator on October 31, 2019. The tenant's old refrigerator is still working, years later, without any problems in another unit. This is corroborated by the fact that no one could find anything wrong with it – the property manager, her husband or the home appliance specialist. There is no factual basis that this refrigerator presented a decrease in service. The tenant did not sustain his burden of proof. Therefore, this claim is denied.

Loss of Quiet Enjoyment of Premises: The tenant also suggests that the noisy refrigerator interfered with the tenant's right to the covenant of quiet enjoyment of his apartment. However, the Rent Adjustment Program (RAP) is an administrative agency whose power is limited to enforce the provisions of the Rent Adjustment Ordinance. In the case of *Larson v. City and County of San Francisco*, (2011) 192 Cal. App. 4th 1263, the court examined the authority of San Francisco's Rent Board and held that the jurisdiction of administrative agencies is limited to those claims that are quantifiable in nature and that the loss of quiet enjoyment is not such a claim. *Larson* at p. 1281.

The Oakland Housing, Residential, Rent and Relocation Board has also stated that the RAP does not have jurisdiction over any such claims and that the tenant's claims for decreased housing services as they relate to the covenant of quiet enjoyment are not

⁵ *Green v. Superior Court* (1974) 10 Cal. 3d 616 at p. 637

⁶ Hearing Decision T11-0191, *Howard v. Smith* (2012)

claims that can be made under the Rent Adjustment Ordinance.⁷ While these acts may constitute civil wrongs, these claims must be made in a court of competent jurisdiction. Therefore, the tenant's claim for decreased housing services as it relates to the covenant of quiet enjoyment is denied.

ORDER

1. Tenant Petition T19-0184 is denied.
2. Tenant's claim for decreased housing service relating to the garage leak is denied.
3. Tenant's claim for decreased housing service relating to the refrigerator is denied.

Right to Appeal: This is the final decision of the Rent Adjustment Program (RAP). Either party may appeal by filing a completed RAP form that must be received by RAP within 20 days after service of the decision, shown on the attached Proof of Service.

Dated: September 30, 2022



Linda M. Moroz
Hearing Officer
Rent Adjustment Program

⁷ HRRRB Decision in T03-0377, *Aswad v. Fields*

PROOF OF SERVICE

Case Number: T19-0184

Case Name: Beard v. Meridian Management Group

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

Remand Hearing Decision

Owner

Russel Flynn, Meridian Management Group
1145 Bush Street
San Francisco, CA 94109

Owner Representative

Greg McConnell, The McConnell
1 Embarcadero W. #168
Oakland, CA 94607

Tenant

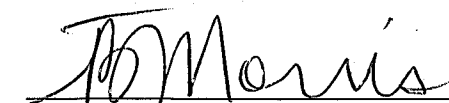
James Beard
1470 Alice Street Unit 206
Oakland, CA 94612

Tenant Representative

Nancy Conway
345 Franklin Street
San Francisco, CA 94102

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

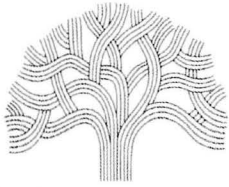
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **October 06, 2022** in Oakland, California.



Teresa Brown-Morris

Oakland Rent Adjustment Program

000346



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.

APPEAL

Appellant's Name JAMES BEARD		<input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant	
Property Address (Include Unit Number) 1470 Alice St., Unit 206			
Appellant's Mailing Address (For receipt of notices) 1470 Alice St., Unit 206 Oakland, CA 94612		Case Number T19-0184	
		Date of Decision appealed September 30, 2022	
Name of Representative (if any) Nancy M. Conway		Representative's Mailing Address (For notices) 345 Franklin St SF, CA 94102	

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 10/26, 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:

Name	Greg Mc Connell, The mc Connell Group.	
Address	1 Embarcadero W. #168	
City, State Zip	Oakland, CA	94607
Name	Russ Flynn, Meridian Mgt. Group.	
Address	1145 Bush St.	
City, State Zip	San Francisco, CA.	94109

	10/26/2022
SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE	DATE

2a) The decision is inconsistent with OMC Chapter 8.22, Rent Board Regulations, and prior decisions of the Board, and 2b, 2d and 2e.

The inconsistency is that the hearing officer does not address the issues of what leaks she is comparing, what the history of the leaks and decisions was and how she arrived at her decision that this was the same leak. For the history of the prior cases, she relies on the testimony of one of the property manager's Joann Ediin and her summary of what happened at the prior hearings.

The hearing officer was tasked by the Board in its remand decision to hold a full hearing on the issues raised by the tenant petition. The Hearing Officer had previously issued an administrative decision holding that a noisy refrigerator was not a decrease in housing service. The board asked that the hearing officer consider Petitioner's claim that the loud noise from the refrigerator was disrupting his quiet enjoyment of the rental unit and was a decrease in housing services and to examine the factual basis for the claim that the refrigerator was a decreased housing service.

That issue related to the prior hearing officer's decision that a loud noisy refrigerator was by her definition not a decreased housing service.

Secondly the board asked the hearing officer to make a factual determination as to whether the leak that the petitioner had complained of was the same one that had been denied in a prior petitioner or whether it was a new leak.

As to the issue of the leak, the hearing officer did not decide whether this was an old or new leak. Since the original hearing date at the insistence of the Petitioner, the property management made multiple efforts to repair the leaking in the garage. The landlord's representative testified at the hearing of the prior case that the leak problem for which the tenant had been awarded a decrease in housing services had been repaired. The repair did not work and subsequently the property management hired a reliable company Rain Defense which installed drainage against one wall of the garage. The petitioner tenant submitted multiple emails discussing the failure of the repairs and was engaged with offsite management to obtain repairs to the garage. The Rain Defense worked at improving the flooding in the garage, subsequent to the hearing on the prior petition. The problem however was that while conditions for most of the parking and storage in the garage were improved, the corner where defendant's parks was still a source of water leakage into his parking space and storage space. This is documented by continuous emails from the petitioner to Jeanne at Meridien Management during the year prior to Petitioner Beard's filing the instant petition. The Hearing Officer failed to explain in her decision what leak was previously denied, why it was denied and how it relates to the issues raised by the Petitioner.

The noisy refrigerator issue. The tenant submitted emails between himself and management going back more than a year prior to his petitioning the rent board for a decrease in service. In the emails between himself and the management the manager noted in an email that in response to his email complaining about the refrigerator that she had sent out the resident managers Joann and Steve sand that they had advised the refrigerator could not be repaired. In an email dated February 11, 2019, the manager wrote to Petitioner and advised him that she had ordered a new refrigerator to replace it.

In September 2019, Petitioner emailed Jeanne that no action had been taken on the fridge and that he was still being disturbed by it.

Prior to the hearing, no evidence was submitted that refuted the emails or to show that the refrigerator was quiet or not that disruptive. The resident manager Joann testified that she and her husband had gone to the property but that they did not hear any noise. Further she testified that she removed and replaced the noisy refrigerator. She testified that she stored the petitioner's old refrigerator and then gave it to one of petitioner's neighbors, because their refrigerator had failed. This testimony was not credible as there was no independent corroboration of that fact, nor had it ever been raised prior to the date of hearing. The petitioner spoke to the neighbors Joanne identified at the hearing, as having received his old refrigerator. They told him that their refrigerator was not replaced.

The hearing officer did not give any consideration to possible bias or the lack of any corroboration of this claim, such as a work order, a complaint or testimony of the neighbors regarding the alleged refrigerator. Nor was there any consideration of the written correspondence with management that supported his claim.

The hearing officer admitted that she had not reviewed the file prior to conducting the hearing and was unable to advise what was in the file and that it could not be accessed by her during the hearing. Nor would the hearing officer agree to play the disk or digital videos at the hearing, which she also advised she had not reviewed.

The hearing officer demonstrated bias in favor of the respondents and their representative McConnell. The petitioner and his counsel were unable to access the hard file prior to the hearing. They were further advised that the hearing officer would have the file with her on the day of the hearing, which was not the case.

The email evidence submitted by the tenant contradicts the hearing officer's findings that the complaint was first reported to property management August 2018. The emails that were submitted to the rent board show correspondence between the Petitioner and the Respondent manager that support Respondent's claims that the refrigerator was noisy, that following an inspection the management determined it needed to be replaced and agreed to replace it in February 2019. It was not replaced until October of 2020. The tenant's inability to determine the exact date of the sound recording of the refrigerator recording did not take away from the fact that it was loud and disruptive to him and disturbed his sleep and enjoyment of his home.

The hearing officer's wrongly relies on the case of *Larson v. City and County of San Francisco*, (2011), which found that landlord harassment resulting in pure emotional distress damages could not be considered a quantifiable decrease in housing services. However the hearing officer's interpretation of that case is wrong. A fair reading shows that cases based on decreased housing services such as properly working and functioning appliances is quantifiable and measurable in terms of rent reduction. Intrusive and disruptive sound effects from broken down old appliances should be compensated.

Petitioner appellant notes that the time period for filing this appeal was shortened by several days as the proof of service states it was mailed on October 6, 2022, but the post mark is October 11, 2022 from the Pitney Bowes' machine. Time should be extended for a more complete appeal.

Petitioner is also trying to obtain a copy of the video of the hearing and the evidence submitted to the Rent Board prior to the hearing and will supplement his appeal.



Memorandum

To: Oakland Rent Adjustment Program Appeal Board

Cc: Nancy Conway, Tenant Representative

From: Gregory McConnell, Owner Representative 

Date: November 18, 2022

Re: RESPONSE TO APPEAL T19-0184

INTRODUCTION

We respectfully demand that the Oakland Rent Adjustment Board deny the Appeal of Tenant James Beard.

This is the latest in a series of petitions filed by the tenant, at least two of which claim the same issues which have previously been denied. He has filed the following petitions T15-0395, T16-0228, T16-0734, T17-0419 and the current petition, T19-0184.

Contrary to the claims of Tenant's Attorney, the decision is consistent with the Oakland Rent Adjustment Ordinance, prior decisions, and precedent setting cases.

Moreover, the decision is justified by ample evidence in the record. We rely on the analysis and findings in the remand hearing decision and the numerous bases upon which the Hearing Officer made her findings.

1. Were the Issues in this Petition Decided in Prior Cases?

On Remand, the Hearing Officer was ordered to determine if the claims of water leakage were a new or an old leak considered in the prior case. The Hearing Officer reviewed the Petition filed by the tenant which stated: "My storage unit and parking space leaks water. This is ongoing and was never fixed from T16-0374". *Hearing Officer (HO) Remand Decision, page 2.*

Thus, by his own admission this was a leak considered in the prior case.

The Hearing Officer also reviewed prior decisions and concluded again that the issues raised in this petition were heard and decided against the tenant previously. She concluded that in T16-0374 and T17-0419, the tenant presented the same issue of water in the garage. In those decisions he was denied relief at the hearing level and those decisions were affirmed on appeal. *HO Remand Decision, page 5, "Water in the Garage"*

The Hearing Officer also found that property manager Joanne Ediin credibly testified that this was not a new leak but a condition that recurs due to temporary urban flooding that occurs, "10 to 15 days a year depending on whether we are in a normal rainy season or in a drought." *HO Remand Decision, page 3.*

The property manager further testified that the garage is below grade and there is a steep driveway in the front which allows minor amounts of water "no more than a quarter of an inch," in the garage during heavy rains. As a consequence, narrow strings of water will inevitably trickle in the garage during heavy rains. *HO Remand Decision, page 3 .*

The Hearing Officer also pointed out that tenant attempted to exaggerate the condition. He testified he was "swimming in water." However, photographs submitted by the tenant "show narrow strings of water going in the direction towards the drain. The amount of water looks less than a quarter inch." This results in no major inconvenience or danger to tenant. *HO Remand Decision, page 3.*

Based upon that analysis, the Hearing Officer correctly concluded that this was not a new issue. Moreover, even if it were, the result here should be the same as in prior cases. *HO Remand Decision, page 5.*

There is no basis to support a reduction in services that warrants granting tenant relief under his petition.

2. The Refrigerator

The Hearing Officer concluded based upon substantial evidence that the tenant failed to meet his burden of proof on the issue of entitlement to relief under the Ordinance based upon alleged refrigerator noise. She found that "tenant's testimony was not credible and the video he produced to support his claims lacked authenticity because of his unwillingness to answer questions or to provide specific dates." *HO Remand Decision, page 5*

The record evidence demonstrates that the refrigerator was inspected numerous times by the property manager, her husband, and an outside vendor. None of these people heard excessive noise. Not because any problem existed, but just to quiet the unfounded complaints. On October 31, 2019, a new refrigerator was installed in the petitioner's unit and the old refrigerator was removed. *HO Remand Decision, page 5*

In January 2020, the refrigerator was moved to another tenant's unit where it has worked continuously without any complaints from that tenant. No work was done on the refrigerator from the time it was removed from the petitioner's unit and installed in the other unit. Based upon this substantial evidence in the record, the Hearing Officer ruled the tenant failed to meet his burden of proof of a reduction in services.

The Hearing Officer also found that the tenants claim of breach of quiet enjoyment is not a claim that the Rent Adjustment Program has jurisdiction over. She cited several cases to support that position. *HO Remand Decision, page 5*

CONCLUSION

For the reasons cited above, the Hearing Officer's Remand Decision must be affirmed, and the appeal denied.

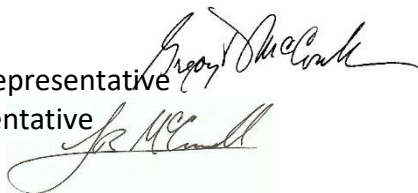
Thank you.

Memorandum

To: Oakland Rent Adjustment Program Appeal Board

Cc: Nancy Conway, Tenant Representative
James Beard, Tenant

From: Gregory McConnell, Owner Representative
JR McConnell, Owner Representative



Date: March 24, 2023

Re: Postponement of Appeal Hearing T19-0184

On March 21, 2023, our office received an Order Granting Postponement of Appeal Hearing stating that the appeal hearing for case T19-0184, scheduled for March 23, 2023, would be postponed at the request of the tenant appellant. However, the owners nor owner representatives were ever served a copy of any request for Change of Hearing Date from the tenant appellant or their representative.

Previously, on January 25, 2023, a similar notice was issued by the RAP stating that a postponement of the appeal hearing set for January 26, 2023, for case T19-0184 had been granted based on a request by the tenant appellant which also was not served to the owners nor owner representatives.

While we do not object to the continuance, we request the Board ensure no future ex-parte communications and require tenant appellant and their representative to copy owner representatives in all communications with the Board.

We are amenable to accept service by email at the following addresses:

gmc@themcconnellgroup.com and jr@themcconnellgroup.com

Respectfully submitted.

000355



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 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: Memorandum: Postponement of Appeal Hearing T19-0184

(insert name of document served)

And Additional Documents

and (write number of attached pages) 1 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.
- d. Electronic Service

PERSON(S) SERVED:

Name	Nancy Conway, Tenant Representative
Address	nancy@nancyconwaylaw.com
City, State, Zip	

Name	James Beard, Tenant
Address	jamesbeard30307@gmail.com
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 3/24/2023 (insert date served).

JR McConnell, Owner Representative

PRINT YOUR NAME



SIGNATURE

3/24/2023

DATE

RENT BOARD APPEAL Case No T19-0184

SUPPLEMENTAL BRIEF

The Board in its remand decision instructed the hearing officer, to hold a full hearing on the issues raised by the tenant petition, in response to tenant's appeal of a previously issued administrative decision issued without a hearing that a noisy refrigerator was de facto not a decrease in housing service.

The Board directed the hearing officer to consider Petitioner's claim that the loud noise from the refrigerator disrupted his quiet enjoyment of the rental unit and was a decrease in housing services, and to examine the factual basis for the claim that the refrigerator was a decreased housing service.

Hearing officer Linda Muroz stated in the decision now under appeal that from the refrigerator that:

"[T]he Oakland Housing, Residential, Rent and Relocation Board does not have jurisdiction over any such claim, and that the tenant's claims as they relate to loss of quiet enjoyment are not claims that can be made under the Rent Adjustment Ordinance." See remand decision, p.6, last paragraph and continuing onto p.7.

The noisy refrigerator is a mechanical noise that disrupted the tenant's sleep and his enjoyment of his rental unit. As such it is both in violation of the law and disruptive. The loud noise from the refrigerator was clearly annoying in listening to the video. It is common sense that a loud pitch noise is disruptive to habitability. Noise can be torturous and the City of Oakland prohibits the sound from any mechanical or electronic device that disturbs the peace. Oakland Municipal Code, Sec 8.18.010.

Although the Tenant Petitioner and his counsel were assured by the Rent Board staff that the hearing officer would have the video and be able to play it at the hearing, that was not the case. During the hearing the hearing officer was able to access two other videos regarding the water leakage in the garage. In these videos the tenant clearly stated the date of the video. When the hearing officer questioned him as to the date of the refrigerator video that he had submitted in 2019 to the rent board, he advised he needed the video to tell the date. In the video that was submitted directly to the Rent Board the tenant clearly announces the date he was videoing the refrigerator. Because the Rent Board Office was closed during the pandemic, neither the tenant nor his attorney were able to access this video. There were multiple requests for it, but we were assured that the hearing officer would have it in the file on the day of the hearing.

A request for the entire file was submitted last October 2021. Records in the file were produced, however, the instant video was not produced until a subsequent email directed to Cynthia Jay were made and then later a request for any envelope or file it was contained in.

It is clear from the decision that the hearing officer did not listen to or view the video recording of the refrigerator, when she states at page five of her decision that: the tenant's testimony was not credible because of his unwillingness to answer questions or provide specific dates.

When one sees and hears the video recording, which is attached the tenant announces the date and time he is filming and there are visible notices on the refrigerator from the Rent Board showing dates and news is on the television. The tenant and his attorney were unable to access the video thumb drive, the only copy, that was given to the rent board, until it was recently found by the staff in February of this year.

It should be noted that due to the pandemic, proceedings before the rent board were abnormally delayed. The tenant's difficulty with dates due to not being able to access the file contents, prior to or during the hearing, and the fact that the hearing officer did not have the original hard file, nor the video of the refrigerator, and had not reviewed it prior to the hearing contributed to some of the problems with the hearing.

The tenant submitted emails between himself and management going back more than a year prior to his petitioning the rent board for a decrease in service, related to the refrigerator. In those emails between himself and the management the manager noted in an email that in response to his email complaining about the refrigerator that she had sent out the resident managers Joann and Steve and that they had advised the refrigerator could not be repaired. In an email dated February 11, 2019, the manager wrote to Petitioner and advised him that she had ordered a new refrigerator to replace it. In September 2019, Petitioner emailed Jeanne (the off-site property manager) that no action had been taken on the fridge and that he was still being disturbed by it.

None of this evidence was refuted prior to the hearing. The resident manager, Joanne, was not the same person that the tenant had been corresponding with. The offsite property manager at Meridian, who did not testify, was the person handling this matter.

The hearing officer based her decision largely on uncorroborated hearsay from the resident manager Joanne Ediin. Tenant's attorney proffered evidence that the hearing officer refused to consider, related to bias, such as the filing of a retaliatory unlawful detainer, RG190232273, shortly after the tenant filed the petition, that was subsequently dismissed, in August of 2019. The complaint was based on false claims, that tenant had not paid rent, which were easily proven to be untrue. That unlawful detainer followed on the heels of the tenant's filing of the instant rent board petition for decreased housing services, in February 2019. Attached is the face pages of the complaint and its dismissal.

During the hearing, Joanne Ediin testified that, the management replaced the refrigerator, despite there being nothing wrong with it and that it was placed in a neighbor's apartment and was working perfectly fine. Mr. Beard contacted the neighbors after the hearing and asked if they had gotten a replacement refrigerator while they were living there. The neighbors said that they had not and that they had the same refrigerator that was there when they moved in.

Given the history of harassment, the hearing officer should have taken that into consideration when assessing the credibility of the parties and their testimony. That was not done. The entire decision vis a vis the refrigerator turns on Ms. Ediin's hearsay testimony.

Attached hereto is a copy of the video file showing the noisy refrigerator. We request that you watch and listen to it and draw your own conclusions.

Dated: April 4, 2023

Respectfully submitted by,

Nancy M. Conway, Attorney for Petitioner
James Beard

000360

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): DAVID WASSERMAN, ESQ. (CA SBN 171923)-WASSERMAN-STERN 2960 Van Ness Avenue, San Francisco, CA 94109 TELEPHONE NO.: 415.567.9600 FAX NO. (Optional): 415.567.9696 E-MAIL ADDRESS (Optional): dwasserma@wasserma.stern.com ATTORNEY FOR (Name) Plaintiff, ALICE B. BUILDING, LP		FOR COURT USE ONLY ENDORSED FILED ALAMEDA COUNTY AUG 28 2019 CLERK OF THE SUPERIOR COURT By <u>STEFANIE JONRWE</u> Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA STREET ADDRESS: 24405 AMADOR STREET MAILING ADDRESS: 24405 AMADOR STREET CITY AND ZIP CODE: HAYWARD, CA 94544 BRANCH NAME: LIMITED CIVIL JURISDICTION		
PLAINTIFF/PETITIONER: ALICE B. BUILDING, LP DEFENDANT/RESPONDENT: JAMES P. BEARD, et al.		
REQUEST FOR DISMISSAL		CASE NUMBER: RG19023273
A conformed copy will not be returned by the clerk unless a method of return is provided with the document.		
This form may not be used for dismissal of a derivative action or a class action or of any party or cause of action in a class action. (Cal. Rules of Court, rules 3.780 and 3.770.)		

FILE BY FAX

1. TO THE CLERK: Please dismiss this action as follows:
- a. (1) With prejudice (2) Without prejudice
 - b. (1) Complaint (2) Petition
 - (3) Cross-complaint filed by (name): _____ on (date): _____
 - (4) Cross-complaint filed by (name): _____ on (date): _____
 - (5) Entire action of all parties and all causes of action
 - (6) Other (specify)* _____

2. (Complete in all cases except family law cases.)
 The court did did not waive court fees and costs for a party in this case. (This information may be obtained from the clerk. If court fees and costs were waived, the declaration on the back of this form must be completed).
 Date: 8/28/19

DAVID WASSERMAN, _____
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)
 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

*If dismissal requested is of specified parties only or specified causes of action only, or of specified cross-complainants only, so state and identify the parties, causes of action, or cross-complainants to be dismissed

3 TO THE CLERK: Consent to the above dismissal is hereby given.**

Date: _____
 (TYPE OR PRINT NAME OF ATTORNEY PARTY WITHOUT ATTORNEY)

(SIGNATURE)
 Attorney or party without attorney for:
 Plaintiff/Petitioner Defendant/Respondent
 Cross-Complainant

** If a cross-complaint - or Response (Family Law) seeking affirmative relief - is on file, the attorney for cross-complainant (respondent) must sign this consent if required by Code of Civil Procedure section 581 (i) or (j).

(To be completed by clerk)

4. Dismissal entered as requested on (date): **AUG 28 2019**

5. Dismissal entered on (date): _____ as to only (name): _____

6. Dismissal not entered as requested for the following reasons (specify): _____

- 7 a. Attorney or party without attorney notified on (date): _____
 b. Attorney or party without attorney not notified. Filing party failed to provide
 a copy to be conformed means to return conformed copy

Date: _____ Clerk, by Stefanie Jonrwe, Deputy

AUG 28 2019

FILED BY FAX

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DAVID P. WASSERMAN (CA SBN 171923)
dwasserman@wassermanstern.com
DANIEL R. STERN (CA SBN 159892)
WASSERMAN-STERN
2960 Van Ness Avenue
San Francisco, California 94109-1020
Telephone: (415) 567-9600
Facsimile: (415) 567-9696

Attorneys for Plaintiff,
ALICE B BUILDING, LP

ENDORSED
FILED
ALAMEDA COUNTY

JUN 17 2019

CLERK OF THE SUPERIOR COURT
By  Deputy

SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA
LIMITED CIVIL JURISDICTION

ALICE B BUILDING, LP,

Plaintiff,
vs.

JAMES P. BEARD, an individual, and DOES 1
through 10, inclusive,

Defendants.

Case Number: **RG 19023273**
COMPLAINT FOR UNLAWFUL DETAINER
- NONPAYMENT OF RENT

ALICE B BUILDING, LP ("Plaintiff") alleges herein as follows:

1. Plaintiff, at all times relevant hereto, is a California limited partnership company and is authorized to do business in the State of California. Plaintiff has complied with all applicable fictitious business name and licensing laws.
2. JAMES P. BEARD, an individual, and DOES 1 through 10, inclusive (collectively referred to as "Defendants"), are in possession of the residential rental premises commonly known as and located at 1470 Alice Street, Apartment 206, City of Oakland, County of Alameda, California 94612-4046 (the "Subject Premises"), which is located within this Judicial District.
3. Plaintiff's interest in the Subject Premises is as the owner.

1 PROOF OF SERVICE BY ELECTRONIC MAIL

2 Case Number T19-0184

3 I declare that I am employed in the city and county of San Francisco, State of California. I am over
4 the age of eighteen years and not a party to the within entitled case; my business address is 345 Franklin
5 St., San Francisco, California, 94102.

6 On the date reflected below, I served a copy of:

7 **Supplemental Appeal Brief and Refrigerator Video**

8 on all parties to, by causing to be served electronically on all parties in this action as follows:

9 Gregory McConnell: GMC@themconnellgroup.com

J. R. McConnell: JR@themconnellgroup.com

10 James Beard: jamesbeard30307@gmail.com

Briana Lawrence-McGowan: BMcGowan@oaklandca.gov

11 **BY ELECTRONIC SERVICE:** I transmitted a true and correct electronic copy of the
12 document(s) by email.

13 **BY MAIL:** I placed a true copy or copies thereof, enclosed in sealed envelope(s) addresses as
14 above, and caused such envelope(s) with postage thereon fully prepaid to be place in the United States
15 Mail at Oakland, CA

16 I declare under penalty of perjury that the foregoing is true and correct and that this
17 declaration was executed at Oakland, California on April 4, 2023.

18 

19 _____
20 Mischelle Mandel

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
2019 SEP -3 PM 3:33

TL9-0184

Beard US MMB

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Videos

RECEIVED
CITY OF OAKLAND
RENT ARBITRATION PROGRAM
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T19-0184 : Rebuttal to Petitioner's Supplemental Brief
The Decision of the Hearing Officer Must be Affirmed

The Oakland Rent Adjustment Program Appeal Board in its remand decision instructed the Hearing Officer to hold a hearing on two issues:

1. Is the water leak that is subject of the tenant petition a new leak or a continuation of the same leak that was already considered in the prior case?
2. What is the factual basis of the refrigerator issue as a decrease housing service.

Hearing Officer, Linda Moroz, conducted a fair and comprehensive hearing and considered all testimony and evidence presented. Based upon the record evidence in the remand hearing, like in the original administrative decision, the tenant's petition was denied

Hearing Officer decided that the alleged water leak had been addressed in prior cases and even if the leak had not previously been addressed, the mere presence of water on the ground when it rains does not present a hazardous condition.(Remand Decision Page 5) Regarding the refrigerator, the Hearing Officer determined that the petitioner's testimony was not credible, and he did not sustain his burden of proof, thus the claim was denied.

Furthermore, correctly stated in the decision now under appeal regarding the refrigerator claim that:

"The Oakland Housing, Residential, Rent and Relocation Board does not have jurisdiction over any such claim, and that the tenant's claims as they relate to loss of quiet enjoyment are not claims that can be made under the Rent Adjustment Ordinance,"

In Tenant Representative's Supplemental Brief (TRSB), the attorney states that "The noisy refrigerator is a mechanical noise that disrupted the tenant's sleep and his enjoyment of his rental unit. As such it is both in violation of the law and disruptive."(TRSB paragraph 4) She cites Oakland Municipal Code, Sec 8.18.010, stating that the City of Oakland prohibits the sound from any mechanical or electronic device that disturbs the peace.

The cited section of the municipal code describes nuisances to the public that are punishable as an infraction and thus does not apply in this case and is not enforceable by the Residential, Rent and Relocation Board as it does not have jurisdiction as it is not a claim that can be made under the Rent Adjustment Ordinance.

Tenant Representative states "When the hearing officer questioned him (tenant) as to the date of the refrigerator video that he had submitted in 2019 to the Rent Board, he advised he needed the video to tell the date." (TRSB Paragraph 5) She further states that "In the video that was submitted directly to the Rent Board the tenant clearly announces the date he was videoing the refrigerator" (TRSB Paragraph 5), however, in the video the tenant neither gives a complete date including day, month and year; nor does he provide corroborating evidence such as a date stamp on the recording or video of an electronic device or printed material with the current date on it.

Throughout the proceeding and particularly in regard to the refrigerator claims the tenant was hostile and extremely evasive when asked basic fact-finding questions by the Owner Representative as well as by the Hearing Officer.

Hearing Officer found the Tenant not to be credible because he refused to answer simple questions such as when did the alleged noise begin, how often did it occur, etc. And, answers he did provide at other times during the hearing were wildly inaccurate and disproved by his own produced “evidence” such as his claim that he was “swimming in water” due to an alleged leak in the garage, however, the video he produced as evidence of such showed a trickle of water approximately a quarter inch deep tracking toward the drain.

This matter is before the Board on appeal. This is not the place to introduce new evidence as the Board does not generally conduct evidentiary hearings. The Board has the right to do so in exceptional circumstances; none exist here.

All testimony and relevant evidence was considered and the Hearing Officer made her conclusions accordingly.

As cited in her decision, precedent decision in T11-0191, *Howard v Smith*, provides that the tenant has the burden of proving decreased housing services by a preponderance of the evidence and must establish he has given the owner notice of the problems and the opportunity to fix the problems before he is entitled to relief. The petitioner in this case has not met this burden of proof and is therefore not entitled to relief.

For the reasons described above we request the Board affirm the Hearing Officer’s decision and deny the petitioner’s claims.

Respectfully submitted,



JR McConnell, Owner Representative

Date: April 13, 2023



Gregory McConnell, Owner Representative



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 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:

T19-0184 : Rebuttal to Petitioner's Supplemental Brief

(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.
- d. Electronic Service

PERSON(S) SERVED:

Name	Nancy Conway, Tenant Attorney
Address	nancy@nancyconwaylaw.com
City, State, Zip	

Name	James Beard, Tenant
Address	jamesbeard30307@gmail.com
City, State, Zip	

Name	
Address	
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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 4/13/2023 (insert date served).

JR McConnell, Owner Representative

PRINT YOUR NAME



SIGNATURE

April 13, 2023

DATE

RENT BOARD APPEAL Case No T19-0184

STILL SHOT FROM REFRIGERATOR VIDEO ATTACHED TO SUPPLEMENTAL BRIEF

Still shot from refrigerator video, attached to supplemental brief, that shows date of upcoming hearing. The video was lodged with the Rent Board in 2018. We can deduce that the year the video was taken was in 2018.

Dated: April 14, 2023

Respectfully submitted by,

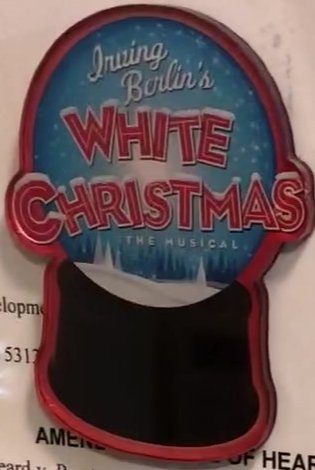
Nancy M. Conway, Attorney for Petitioner
James Beard

000370



CITY OF OAKLAND

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



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

AMENDED ORDER OF HEARING

File Name: Beard v. Preston
Property Address: 1470 Alice Street #206 Oakland, CA 94612
Case Number: T18-0134

The Hearing in your case will begin:

Date: January 7, 2019
Time: 10:00AM
Place: 250 Frank H. Ogawa Plaza, Ste. #5313, Oakland, CA 94612

The Hearing is public and will continue from day to day until completed.

Order to Produce Evidence

All proposed tangible evidence, including but not limited to documents and pictures, must be submitted to the Rent Adjustment Program not less than fourteen (14) days prior to the Hearing. Black out all sensitive information on the documents you submit, like bank or credit card account numbers and Social Security numbers. Proposed evidence presented later may be excluded from consideration. The Hearing Officer can also use the official records of the City of Oakland and Alameda County Tax Assessor as evidence if provided by the parties for consideration.

Request to Change Date

A request for a change in the date or time of Hearing ("continuance") must be made on a form provided by the Rent Adjustment Program. The party requesting the continuance must try to get an agreement for alternate dates with the opposing parties. If an agreement cannot be reached, check the appropriate box on the Request. A change will be granted only for good cause. A second request for a change of date will be granted only for exceptional circumstances.

Hearing Record

The Rent Adjustment Program makes an audio recording of the Hearing. Either party may bring a court reporter to record the proceedings at their own expense.

Inspections

During the Hearing, the Hearing Officer may decide to conduct an inspection of the subject unit(s). The inspection may be conducted on the same day as the Hearing or scheduled for a later date selected by the Hearing Officer and mutually agreed upon by the parties present at the Hearing. The inspection will be recorded but no testimony will be taken.

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PROOF OF SERVICE BY ELECTRONIC MAIL
Case Number T19-0184

I declare that I am employed in the city and county of San Francisco, State of California. I am over the age of eighteen years and not a party to the within entitled case; my business address is 345 Franklin St., San Francisco, California, 94102.

On the date reflected below, I served a copy of:

Supplemental Appeal Brief and Refrigerator Video

on all parties to, by causing to be served electronically on all parties in this action as follows:

Briana Lawrence-McGowan: BMcGowan@oaklandca.gov
Hearing Unit: hearingsunit@oaklandca.gov
Gregory McConnell: GMC@themconnellgroup.com
J. R. McConnell: JR@themconnellgroup.com
James Beard: jamesbeard30307@gmail.com
Briana Lawrence-McGowan: BMcGowan@oaklandca.gov

BY ELECTRONIC SERVICE: I transmitted a true and correct electronic copy of the document(s) by email.

BY MAIL: I placed a true copy or copies thereof, enclosed in sealed envelope(s) addresses as above, and caused such envelope(s) with postage thereon fully prepaid to be place in the United States Mail at Oakland, CA

I declare under penalty of perjury that the foregoing is true and correct and that this declaration was executed at Oakland, California on April 14, 2023.



Mischelle Mandel



MEMORANDUM

Date: April 14, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Summary in L22-0050, Lu v. Tenants
Appeal Hearing Date: April 20, 2023

Property Address: 532 25th Street, Oakland, CA
Appellant/Owner: Judy Lu
Respondent/Tenants: Kibret Fisseha
Lydia Brawner

BACKGROUND

On August 10, 2022 (and later again on October 12, 2022), property owner Judy Lu filed a petition with the Rent Adjustment Program seeking approval of a rent increase based on capital improvements, fair return, and banking. The petition named two tenants, from units 3 and 4. On the petition form, the owner checked the box indicating that the owner had never provided a RAP Notice to the tenants.

On November 10, 2022, the Rent Adjustment Program served the owner with a notice indicating that the petition was incomplete due to the failure to include evidence that the RAP Notice was provided to the tenants, and because the petition lacked documentation supporting the justification for the rent increase.

On or around December 14, 2022, the owner submitted documentation of the RAP Notice being provided to the tenant in unit 3 on April 14, 2022, and to the tenant in unit 4 on April 24, 2022. The owner also submitted proof of mail service on July 15, 2022.

RULING ON THE CASE

On January 17, 2023, hearing officer Élan Consuella Lambert issued an administrative decision denying the owner's petition without a hearing. An amended decision was issued on January 18, 2023. The rationale for the administrative decision was that the owner failed to serve the RAP Notice because the petition indicated that the RAP Notice had not been provided to the tenants. The decision also held that the owner failed to provide documentation detailing the calculations for the requested rent increase.

GROUND FOR APPEAL

The owner appealed the administrative decision on the grounds that the tenants were provided with a RAP Notice when the owner filed the petition, and proof of mailing was submitted by the property manager. The owner stated that the owner did not provide a RAP Notice at the beginning of the tenancy because they were not the owner at that time. The appeal contained additional documentation evidencing prior service of RAP Notices.

ISSUES

1. Was the owner's petition properly dismissed without a hearing?
2. Did the owner submit evidence that the RAP Notice had been provided prior to the petition being filed?
3. Did the owner submit documentation supporting the owner's claimed justification for the rent increase?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Administrative Decisions

OMC 8.22.110F. Administrative Decisions.

1. Notwithstanding the acceptance of a petition or response by the Rent Adjustment Program, if any of the following conditions exist, a hearing may not be scheduled and a Hearing Officer may issue a decision without a hearing:

- a. The petition or response forms have not been properly completed or submitted;
- b. The petition or response forms have not been filed in a timely manner;
- c. The required prerequisites to filing a petition or response have not been met;
- d. A certificate of exemption was previously issued and is not challenged by the tenant; or

e. 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.

II. Filing Requirements

OMC 8.22.090B. Owner Petitions and Owner Responses to Tenant Petitions.

1. In order for an owner to file a response to a tenant petition or to file a petition seeking a rent increase, the owner must provide the following:

- a. Evidence of possession of a current City business license;
- b. Evidence of payment of the rent adjustment program service fee;
- c. i. Evidence of service of written notice of the existence and scope of the rent adjustment program on the tenant in each affected covered unit in the building prior to the petition being filed;
- ii. After March 1, 2023, evidence of registration with the Rent Adjustment Program as provided in O.M.C. [8.22.510](#) for each affected covered unit in the building prior to the petition or response being filed;
- d. A completed response or petition on a form prescribed by the rent adjustment program;
- e. Documentation supporting the owner's claimed justification(s) for the rent increase or supporting any claim of exemption; and
- f. Proof of service by first-class mail or in person of the owner petition or response and any supporting documents on the tenants of all units affected by the petition. Supporting documents that exceed twenty-five (25) pages are exempt from the service requirement, provided that: (1) the owner petition form must be served by first-class mail or in person; (2) the petition or attachment to the petition must indicate that additional documents are or will be available at the Rent Adjustment Program; and (3) the owner must provide a paper copy of supporting documents to the tenant or the tenant's representative within ten (10) days if a tenant requests a paper copy in the tenant's response.



MEMORANDUM

Date: April 14, 2023
To: Members of the Housing, Residential & Relocation Board (HRRRB)
From: Braz Shabrell, Deputy City Attorney
Re: Appeal Summary for T19-0292, Jeffers v. BD Opportunity 1 LP
Appeal Hearing Date: April 20, 2023

Property Address: 7123 Holly Street, Unit 1
Appellant/Owner: BD Opportunity 1 LP
Respondent/Tenant: Colleen Jeffers

PROCEDURAL BACKGROUND

The tenant filed two petitions, claiming she never received the notice of the existence of the Rent Adjustment Program (RAP Notice), and contesting the following monthly rent increases:

a. Petition filed April 29, 2019:

- Rent increase served 9/2019¹ from \$930.00 to \$951.39;
- Rent increase served 3/9/19 from \$951.39 to \$1,046.00.

b. Petition filed June 24, 2019:

- Rent increase served 9/2017 from \$930.00 to \$951.39;
- Rent increase served 3/9/19 effective 4/1/19, from \$951.39 to \$1,046.00;
- Rent increase served 5/15/19 effective 7/1/19, from \$951.39 to \$1,018.16.

The tenant also claimed several decreased housing services, including the following:

¹ The later petition clarified that this date was a typo and should have been 9/20/17 instead of 9/20/19.

- Plumbing leak in bathroom;
- Extended gas shutoff;
- Kitchen cabinets, walls, and baseboard damaged;
- Front facing windows not properly sealed.

The owner representative filed a Property Owner Response on September 9, 2019, stating that the rent increase effective July 1, 2019 was rescinded, the decreased services are not services but are conditions, which had all been corrected or were in the process of being corrected, and there were no services that currently needed attention. On August 28, 2019, the owner also filed documentation showing that the July 1, 2019 rent increase had been rescinded, and that the tenant had been served with a new rent increase notice on or around August 26, 2019, which included an attached RAP Notice.

RULING ON THE CASE

A hearing on the petition took place on November 7, 2019. The hearing officer issued a decision on January 21, 2019, finding that the tenant had never been served with a RAP Notice, setting the tenant's monthly base rent at \$950.00, and granting \$25,110.00 in restitution for decreased housing services as follows:

- 25% rent reduction for water leaks starting in October 2016 through the present (ongoing until abated);
- 50% rent reduction for gas shutoff in March 2019;
- 25% rent reduction for damaged kitchen cabinets and walls starting in October 2016 through the present (ongoing until abated);
- 5% rent reduction for inadequately sealed front windows starting in January 2017 through the present (ongoing until abated);
- 10% rent reduction for roach and rodent infestation starting in October 2016 through the present (ongoing until abated).

The hearing officer also found that the tenant was entitled to restitution for overpaid rent in the amount of \$954.31.

FIRST APPEAL

The owner appealed the Hearing Decision on the grounds that (1) a restitution of \$25,110 is uneconomical, greater than the cash flow from operations for the entire year, and would exceed the budgeted cash flow for the next year, leaving the property at a loss and would require a decrease in services for other tenants at this property; (2) lack of income impedes the owner's ability to make necessary capital expenses to refurbish units after they are vacated and may force the owner to shut down the property and cease providing affordable housing units to market; (3) the rent increases of \$1,018.16 and \$1,046.00 were rescinded; (4) the owner provided the tenant with the RAP notice in a previous year related to case T16-0526; and (5) after notification of the tenant petition, the tenant was asked if there were any outstanding items that needed repair or maintenance and she informed the management company that there were no items remaining.

FIRST APPEAL DECISION (SEPTEMBER 2020)

The appeal came before the Board on September 10, 2020. The Board voted to remand the case to the hearing officer for recalculation of the restitution amount for March 2019 to not exceed 100% of the rent and to limit the end date of the restitution period to the date of the hearing decision. The Board also instructed the hearing officer to consider prior Board decisions regarding rent reductions for similar housing services to be consistent with other decisions.

FIRST REMAND DECISION (AUGUST 2021)

The hearing officer issued a remand decision on August 9, 2021. The remand decision lowered the restitution for March 2019: gas shutoff was lowered from \$465 to \$300, thereby lowering the total amount of restitution from \$25,110 (original decision) to \$24,945. The monthly restitution amount was lowered from \$271.50 per month to \$269.78. The decision was otherwise unchanged.

SECOND APPEAL (AUGUST 2021)

The owner filed an appeal of the Remand Decision on August 12, 2021. The appeal was based on numerous grounds. The decision was inconsistent with the decisions in prior cases, specifically in case T16-0526, from January 2017. The 2017 decision found that all conditions had been fixed, which was confirmed by a site inspection. The decision is also inconsistent with settlement in an unlawful detainer case from 2016. The hearing officer in the present case did not review the prior decision, as they are inconsistent. The hearing officer also failed to comply with the Board's instruction to limit the restitution to the date of the January 2020 hearing by allowing reductions through February 2020. The hearing officer is biased and it was an error to find that no RAP Notice was ever served. It is a violation of due process to not allow new and different facts on appeal. The time period of restitution for water intrusion should be limited to March 26, 2019 (date of the violation notice), through January 21, 2020 (date of the hearing). A copy of the prior hearing decision from 2017 and the 2016 settlement agreement were included as attachments, in support of the claims that repairs were made and the RAP Notice had in fact been provided.

SECOND APPEAL DECISION (FEBRUARY 2022)

The appeal of the Remand Decision came before the Board on February 24, 2022. The Board voted to remand the case to the hearing officer to: (1) limit the restitution period to the date of the hearing; and (2) consider prior decisions of the Board regarding rent reductions for similar decreased housing services so that the decision is consistent with those prior decisions and identify the prior decisions that are relied upon.

SECOND REMAND DECISION (JANUARY 2023)

The hearing officer issued a second remand decision on January 30, 2023. The decision held that there were so many violations of the Health and Safety Code that the unit had no rental value and the lawful rent was \$0. The total amount of restitution from October 2016 to January 13, 2020 was changed from \$24,945 to \$35,340. The monthly restitution amount was changed from \$269.78 to \$420.71. The hearing officer indicated that three prior decisions were relied on: T13-0001 (Baragano v. Discovery Inv.), T18-0301 (Lowery v. Abdul), and T18-0325 (Lowery v. Abdulla).

THIRD/CURRENT APPEAL (FEBRUARY 2023)

The owner filed an appeal of the second remand decision on a number of grounds. (See p. 208-211 of Board packet) . The hearing officer failed to consider the prior hearing decision involving the same tenant at the same property. This was already raised at the September 19, 2020 appeal hearing. The hearing officer failed to reduce the restitution amount as instructed by the Board and instead increased the amount. The hearing officer is prejudiced and has not properly reviewed the case file or the prior case decision in T16-0526. The decision is not supported by substantial evidence. The owner requests a de novo hearing with a different hearing officer.

ISSUES

- 1) Did the hearing officer exceed the scope of remand and/or fail to follow the Board's prior instructions?
- 2) Is the hearing officer's decision supported by substantial evidence?
- 3) When if ever is it appropriate for a case to be heard by a different hearing officer?



MEMORANDUM

Date: March 17, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Summary in T19-0184, Beard v. Meridian Management
Appeal Hearing Date: April 20, 2023

Property Address: 1470 Alice Street, No. 206, Oakland, CA
Appellant/Tenant: James Beard
Respondent/Owner: Meridian Management Group

BACKGROUND

On February 4, 2019, the tenant filed a petition, contesting a single rent increase from \$1,479.87 to \$1,530.19, effective December 1, 2018, and alleging code violations and decreased housing services relating to a noisy refrigerator and a garage water leak.

The owner filed a response, alleging that the proposed rent increase does not exceed the allowable CPI amount and that the decreased housing services claims were already addressed and decided in prior hearing decisions.

On September 19, 2019, the Rent Adjustment Program issued an Administrative Decision dismissing the tenant petition. The Decision held that the rent increase was valid

because it did not exceed the CPI amount, and the decreased housing services claims were denied because the noisy refrigerator was deemed frivolous and the garage water leak was already addressed and decided in the prior case of T16-0734 (Beard v. Stewart).

The tenant appealed the denial of claims for decreased housing services, and an appeal hearing was held before the Rent Board on January 23, 2020. The Board remanded the case on two issues: (1) to determine if the issue is a new leak or an old leak considered in the prior case; and (2) to “consider the factual basis on the refrigerator issue as a decreased housing service.”

RULING ON THE CASE

A remand hearing took place on June 21, 2022. A Remand Hearing Decision was issued on September 30, 2022, denying the tenant’s petition.

First, the Remand Decision found that the leak was the same leak that was considered in prior cases, and even if the hearing officer were to treat the leak as a new leak, the hearing officer would still have denied the decreased housing services claim because the owner acted reasonably to install rain drains, trench, and dump to address the issue.

Turning to the refrigerator, the hearing officer found tenant’s testimony of a noisy refrigerator not credible due to tenant’s unwillingness to answer questions or to provide specific dates. The hearing officer also based this decision on the basis that tenant received a new refrigerator in 2019 and tenant’s old refrigerator continued working in another unit. The hearing officer also denied the quiet enjoyment claim based on the noisy refrigerator because under *Larson v. City and County of San Francisco*, quiet enjoyment claims were held to be limited to those claims that are quantifiable in nature and the loss of quiet enjoyment was not one of those.

GROUNDS FOR APPEAL

The tenant appealed the hearing, arguing that:

- (1) the hearing officer failed to decide whether the water leak was new;
- (2) the hearing officer failed to precisely explain what leak was previously denied and how those leaks relate to the current leak;
- (3) the resident's manager testimony that the tenant's old refrigerator was given to a neighbor was not truthful;
- (4) tenant's inability to determine exact date of sound recording of the refrigerator does not take away the fact that the refrigerator was loud and disturbed the tenant; and
- (5) the hearing officer wrongly relied on *Larson* to mean that an intrusive and disruptive sounds from a noisy refrigerator cannot be the basis of a decreased housing services claim, because *Larson* said only that landlord harassment resulting in pure emotional distress damages cannot be considered a quantifiable decrease in housing services.

ISSUES

1. Does substantial evidence support the hearing officer's conclusion that the water leak does not constitute a decreased housing service?
2. Does substantial evidence support the hearing officer's conclusion that the refrigerator does not constitute a decreased housing service?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Decreased Housing Services Claim – Noise and Quiet Enjoyment

T19-0148 *Holman v. East Shore Properties*

Board affirmed Administrative Decision that denied tenant's petition for decreased services alleging "loss of quiet enjoyment" due to newly installed garage doors under tenant's unit (causing noise and vibrations) on the basis that the RAP lacks jurisdiction over such claims.

T03-0377 *Aswad v. Fields*

Board affirmed part of Hearing Decision that rejected a claim for decrease in housing services for excessive street noise because Rent Adjustment Ordinance does not have jurisdiction over a claim for breach of implied covenant of quiet enjoyment when complaint about conditions beyond owner control & prior denial