

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

June 22, 2023

5:30 P.M.

**CITY HALL, HEARING ROOM # 1
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

• To observe the meeting by video conference, please click on the link below:

When: Jun 22, 2023 05:30 PM Pacific Time (US and Canada)

Topic: HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD FULL BOARD SPECIAL MEETING- June 22, 2023

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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 BOARD MEETING

1. CALL TO ORDER
2. ROLL CALL
3. PUBLIC COMMENT
 - a. Comments on all agenda items will be taken at this time. Comments for items not on the agenda will be taken during open forum.
4. CONSENT ITEMS
 - a. Approval of Board Minutes, 5/11/2023 (pp. 3-9)
5. APPEALS*
 - a. T23-0019, Barragan et al. v. Mead Holding LLC (pp. 51-149)
6. RESOLUTION TO RECOMMEND AMENDMENTS TO THE RENT ADJUSTMENT REGULATIONS (pp. 10-50)
7. AUTHORIZATION FOR CHAIR INGRAM & MEMBER DEBOER TO PRESENT TENANT FILING REQUIREMENT RESOLUTION TO CITY COUNCIL
8. AUTHORIZATION FOR CHAIR INGRAM TO SPEAK ON BEHALD OF HRRRB IN SUPPORT OF CONTRACT FOR OWNER REPRESENTATION AT RAP/HRRRB PROCEEDINGS
9. INFORMATION AND ANNOUNCEMENTS
10. SCHEDULING AND REPORTS
 - a. Board Meeting Start Times
11. OPEN FORUM
12. ADJOURNMENT

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

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

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

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

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

**HOUSING, RESIDENTIAL RENT AND RELOCATION BOARD
 FULL BOARD MEETING
 May 11, 2023
 7:00 P.M.
 CITY HALL
 1 FRANK H. OGAWA PLAZA, HEARING ROOM #1
 OAKLAND, CA 94612**

MINUTES

1. CALL TO ORDER

The Board meeting was administered in-person by B. Lawrence-McGowan from the Rent Adjustment Program (RAP), Housing and Community Development Department. B. Lawrence-McGowan explained the procedure for conducting the meeting. The HRRRB meeting was called to order by Chair Ingram at 7:05 p.m.

2. ROLL CALL

MEMBER	STATUS	PRESENT	ABSENT	EXCUSED
R. NICKENS, JR.	Tenant	X		
D. WILLIAMS	Tenant	X		
J. DEBOER	Tenant Alt.			X
M. GOOLSBY	Tenant Alt.			X
D. INGRAM	Undesignated	X		
C. OSHINUGA	Undesignated	X		
Vacant	Undesignated			
M. ESCOBAR	Undesignated Alt.	X		
Vacant	Undesignated Alt.			
D. TAYLOR	Landlord	X*		
Vacant	Landlord			
Vacant	Landlord Alt.			
K. SIMS	Landlord Alt.	X		

*Member Taylor joined the meeting at 7:11 pm

Staff Present

Braz Shabrell	Deputy City Attorney
Linda Moroz	Hearing Officer (RAP)
Briana Lawrence-McGowan	Administrative Analyst II (RAP)

3. PUBLIC COMMENT

- a. No members of the public spoke during public comment.

4. CONSENT ITEMS

- a. Approval of Board Minutes, 4/13/2023 and Panel Minutes, 4/20/2023: Member R. Nickens moved to approve the Board Minutes from 4/13/2023 and the Panel Minutes from 4/20/2023. Member K. Sims seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Williams, R. Nickens
Nay: None
Abstain: None

The minutes were approved.

5. APPEALS*

- a. T19-0186/T19-0235, Didrickson v. Dang/Commonwealth Company

Appearances: Ted Dang Owner
Carlos & Glenda Didrickson Tenants

This case involved an owner appeal of a remand decision that partially granted the tenants’ petition for decreased housing services. The tenants filed 2 petitions in 2019 that were eventually consolidated. At the first hearing, the list of decreased housing services alleged by the tenants was condensed and limited to three issues based on the fact that other issues had been addressed and decided in prior hearings. The three issues that were addressed in the first hearing were the gas heater, smoke and carbon monoxide detectors, and the electric breaker. At the first hearing in 2019, all three claims were denied, based primarily on the owner’s testimony that the issues had all been repaired. The tenants appealed and the case came before the Board in 2020. The Board voted to remand the case to the Hearing Officer to address the issues that were listed in the 2019 Notice of Violation and to determine if they constituted decreased housing services. The parties were permitted to submit additional evidence prior to the remand hearing, which both parties did.

The remand hearing took place in October 2021. The Hearing Officer granted decreased housing service awards for the three items that are listed in the Notice of Violation. This included a leak from the heater, broken patio door handle, and

the electric breaker. The Hearing Officer's finding was based on the Notice of Violation and subsequent re-inspection notices that indicated that the issues had not been abated. The owner now appeals the remand decision regarding the door handle and the leak. The owner appeal does not contest the third item regarding the electric breaker. The following issue was presented to the Board:

- 1.) Were the Hearing Officer's findings and the remand decision regarding the leak and the door handle supported by substantial evidence?

The owner contended that there are three issues involved in this appeal and that the first one involves the patio door lock. The owner argued that the reason that the lock is broken is because Mr. Didrickson has been using the door although he's not supposed to. The owner contended that the tenant has filed 14 tenant petitions, and that seven Hearing Officers have issued decisions, but the decisions have not been followed. The owner argued that the patio door leads to the roof, and that nobody is allowed to be on the roof—as it's a new roof that replaced an older one because it was leaking into the unit. The owner contended that the deck that Mr. Didrickson was using before had to be removed because it was an illegal deck, the owner was required to remove it, and this area is now the roof. The owner argued that they wanted to seal the patio door so nobody could go onto the roof, which was previously the deck—however, Mr. Didrickson has resisted the owners' efforts to do that and continues to use the roof as the deck. The owner contended that they have pictures that show plants, furniture, and cameras—and that each month, Mr. Didrickson deducts \$298.33 because he doesn't have a deck anymore, even though he's still using the roof as the deck.

The owner contended that the second issue is the leak from the heater vent. The owner argued that they have had three contractors check the vent: a heater contractor, handyman, and a sheet metal person—and they could find no leaks. The owner contended that Mr. Didrickson claims to have a video of the leak when it rains, but the owner has not seen the video. The owner argued that part of the problem is that they do not communicate and every time the owner asks Mr. Didrickson for something, a response is never received. The owner argued that the tenants don't tell the owners what maintenance is required and that the tenants' claims are not habitability issues—they're minor maintenance issues.

The owner contended that the third issue is that they don't know what to do. The owner argued that hearing decisions have required the tenants to pay a certain amount—however, they don't pay that amount, they pay what they want, and now they owe over \$12,000 in rent. The owner argued that the tenants have claimed several times that every time they use their microwave, and the oven is on, the electric circuit blows and they have no power—however, this was checked on by an electrician and they determined that since the building is an older building and was built in 1950s, if you overload the circuit, the circuit will

pop. The owner contended that in one of the cases that the tenants previously filed, a Hearing Officer came out and turned on several appliances and kept them on for a while and they did not pop—therefore, the tenants were recommended to use a different plug to install the microwave oven. The owner argued that since then, the tenants have not complained and if the electrical problem has continued, the tenants haven't informed him; and that the tenants continue to disregard the prior issued hearing decisions, and that it's not fair.

The tenants contended that in the previous appeal hearing, the Board asked Mr. Dang if he had cured the violations and Mr. Dang was silent about it. The tenants argued that the patio door was broken before they took the deck away and that in previous hearings, Mr. Dang said that the tenants have a right to use the roof as their patio. The tenants contended that one of Mr. Dang's colleagues said if they're on the roof and using it as a patio, since they know it's no longer a patio, it will be their fault if they fall. The tenants argued that the reason the owner removed the deck is because he put up a chimney and didn't have a permit for it, so they called the City building inspector, which resulted in a red tag being placed on the building.

The tenants argued that when the City building inspector came to check the electrical, everything turned off in the apartment except the stove, and that to access the main breaker, they were required to go downstairs into the basement. The tenants contended that a licensed electrician has never come to check on the issue and that during the last hearing, they tried to show a video of the vent leaking but the Hearing Officer at the time didn't allow them to show the video. The tenants argued that the City building inspector supported the tenants' claims and that the owner has no standing in this appeal because he didn't show up to the hearing, nor did he provide a written reason as to why he didn't show. The tenants argued that an appeal requirement is that if you didn't attend the hearing, you should give a written statement in your appeal as to why you didn't, and the owner did not do that.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to affirm the Hearing Officer's decision. Member R. Nickens seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Taylor,
D. Williams, R. Nickens
Nay: None
Abstain: None

The motion was approved.

b. T22-0202, Joseph v. Jones

Appearances:	Kim Roehn	Owner Representative
	Michael Joseph	Tenant

This case involved an administrative decision that granted a tenant's petition contesting a single rent increase. Administrative decisions are decisions that are issued without a hearing, usually because the issues can be decided on the papers alone, there's no material facts and dispute, and/or there's a fundamental flaw with the filings. In this case, the tenant petition was contesting a single rent increase and the owner responded by alleging that the unit is exempt from the Rent Adjustment Program as a condo. The administrative decision was issued on the grounds that the owner was allegedly missing documentation with their response—therefore, the owner's response was disregarded. The following issues were presented to the Board:

- 1.) Was this properly decided as an administrative decision? If the unit is in fact exempt from the Rent Adjustment Program (RAP) as the owner alleges, RAP has no jurisdiction, and the rent increase would not have been unlawful, and the unit would not be subject to the rent increase moratorium.
- 2.) Was the owner's response insufficient and was the Hearing Officer justified in disregarding the owner's response?

The owner representative contended that the administrative decision is invalid under state and local law, and it is inconsistent with prior RAP decisions. The owner representative argued that the owner is requesting that the administrative decision be reversed in full, and that the tenant's petition be dismissed. The owner representative contended that RAP personnel have a duty to exercise basic due diligence to confirm they are acting within the bounds of their authority under the code and that this consideration is fundamental to party's due process rights. The owner representative argued that under Oakland Municipal Code, rent control rules only apply to covered units, they do not apply to exempt units. The owner representative contended that condominiums are a common and well-known exemption under the code and under California's law, known as Costa Hawkins and that the property at issue here is a condominium. The owner representative argued that the condo has its own assessor's parcel number, was purchased as a single unit by the owner in 1979, and it is alienable and separate from the title to any other dwelling unit under Costa Hawkins—therefore, it's exempt from Oakland's RAP ordinance.

The owner representative argued that the administrative decision is void by law because RAP has no jurisdiction over the unit—and that the owner did in fact submit a properly filed and timely response both by mail and via the online RAP

portal. The owner representative contended that the filing was confirmed as being received by RAP, and that it stated that this is an exempt property both on the response form and in the supporting documentation—which included the business tax certificate, tax documentation, and history showing the unit as a condo—including the grant deed, property tax bills, and proof of service on the tenant. The owner representative argued that despite this, a deficiency notice was issued to the owner stating that none of the above documentation had been filed—which was incorrect.

The owner representative argued that when a unit is exempt, Hearing Officers are required to dismiss the petition—regardless of the submission of those supposedly missing documents, and that RAP does not have authority to take any other action. The owner representative contended that the owner re-filed the executed proof of service for the second time—however, the Hearing Officer then issued an administrative decision, which is a decision without a hearing. The owner representative argued that the decision was in favor of the tenant, striking down the rent increase and citing the City's rent increase moratorium—however, the owner is respectfully requesting for the decision be reversed and for the rent increase be reinstated effective of the date of the original notice. The owner representative contended that the 3% CPI rent increase limit does not apply to exempt units, that the unit was exempt, and that the owner is also requesting that if the Board remands this case for any further action, that a new Hearing Officer be assigned—which is a party's automatic right under California law.

The tenant contended that although the property is a condo, they do not have the expertise and the information required to make a determination about whether the condo is exempt from RAP. The tenant argued that their understanding is that it is currently covered by RAP, that it's not exempt, and that they have no material evidence which proves otherwise. The tenant contended that they were an excellent tenant, paid rent on time, and treated the apartment like it was their home up until they received the rent increase notice. The tenant argued that the rental was set up to maximize the income of the owner—who lives halfway across the country in Texas and has the ability to hire a lawyer.

The tenant contended that the Rent Adjustment Program limits rent increases to the annual CPI, which was 3% in 2022—however, the property manager raised the rent by about 9%, which is three times the CPI. The tenant argued that the rent increase was illegal for that reason, assuming that the condo falls under the Rent Adjustment Program. The tenant contended that this situation forced them to move out and that the prices of rentals in the surrounding area are much lower than what the rent was raised to. The tenant argued that they could get a two-bedroom for the price that the rent was raised to, and that due to the high cost, they were forced to find another place to live.

After parties' arguments, questions to the parties, and Board discussion, Vice Chair Oshinuga moved to vacate the Hearing Officer's Administrative Decision and to remand the case back to the Hearing Officer for a full hearing and to consider the property owner's full response. Member R. Nickens seconded the motion.

The Board voted as follows:

Aye: D. Ingram, C. Oshinuga, M. Escobar, K. Sims, D. Taylor,
D. Williams, R. Nickens
Nay: None
Abstain: None

The motion was approved.

6. INFORMATION AND ANNOUNCEMENTS

- a. Briana Lawrence-McGowan announced to the Board that beginning on 5/25/2023, the Board will be having special meetings on the 2nd and 4th Thursdays of the month, which will begin at 5:30pm.
- b. Chair Ingram announced to the Board that he's still working with the Office of the City Attorneys on the proposed regulations and that they will be brought back to the Board very soon.

7. OPEN FORUM

- a. No members of the public spoke during open forum.

8. ADJOURMENT

- a. The meeting was adjourned at 8:18 p.m.



CITY ATTORNEY'S OFFICE

**CITY OF OAKLAND
HOUSING, RESIDENTIAL RENT AND
RELOCATION BOARD (HRRRB)**

RESOLUTION NO. _____

INTRODUCED BY BOARD CHAIR DENARD INGRAM

RESOLUTION TO RECOMMEND AMENDMENT OF THE RENT ADJUSTMENT PROGRAM REGULATIONS TO (1) EXTEND AMORTIZATION PERIOD FOR MANDATORY SEISMIC RETROFITS TO 25 YEARS; (2) REDUCE ARGUMENT TIME TO FIVE MINUTES PER PARTY; (3) REMOVE APPEARANCE REQUIREMENT FOR APPELLANT AT APPEAL HEARINGS; (4) ALLOW NON-VOTING ALTERNATES TO PARTICIPATE IN BOARD MEETINGS IN NON-VOTING CAPACITY; (5) ADD GOOD CAUSE HEARINGS FOR FAILURE TO APPEAR AT HEARINGS; (6) CODIFY EXISTING PROCEDURAL PRACTICES IN REGULATIONS; AND (7) MAKE OTHER CLARIFYING AND REORGANIZATION CHANGES

WHEREAS, the Housing, Residential Rent and Relocation Board may make recommendations to the City Council or appropriate City Council committee pertaining to Chapter 8.22 of the Oakland Municipal Code (O.M.C.) or City housing policy when requested to do so by the City Council or when the Board otherwise acts to do so, pursuant to O.M.C. 8.22.040 D.4; and

WHEREAS, on January 22, 2019, the City Council adopted Ordinance No. 13516, to require mandatory seismic evaluation and retrofit of certain multifamily residential buildings; and

WHEREAS, in Ordinance No. 13516, the City Council directed the Rent Board to revise the capital improvements amortization schedule in the Rent Program Regulations to provide an

amortization period for Mandatory Seismic Capital Improvements that conforms with the Rent Board's final motion passed during Item 5 of their July 9, 2015 meeting; and

WHEREAS, on June 21, 2022, the City Council adopted Ordinance No. 13695, which established a rent registry and requires evidence of registration before submitting an owner petition or an owner response to a tenant petition; and now, therefore, be it

WHEREAS, Rent Adjustment Program Regulation Section 8.22.120.I. provides that if an appellant fails to appear at an appeal hearing, the Board will consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.120.D.2. provides that unless the Board or Appeal Panel votes otherwise, each party will have fifteen (15) minutes to present argument on or in opposition to the appeal; and

WHEREAS, on October 20, 2020, the City Council adopted Ordinance No. 13618 (Efficiency Ordinance), to among other things, streamline Rent Board meetings by allowing the Housing, Residential Rent and Relocation Board (Rent Board) to limit argument time for each party to six (6) minutes; and

WHEREAS, to make the appeal process more efficient and to minimize time commitment for parties to appeals, the Rent Board wishes to make appearances at appeals voluntary and reduce argument time to six (6) minutes per side; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.100.B provides that if a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may dismiss the case; and

WHEREAS, because mediations are voluntary, the Rent Board wishes to amend the regulations to allow parties who miss a mediation the opportunity to receive a hearing on the petition; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.110.B provides that if a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may dismiss the case;

WHEREAS, Rent Adjustment Program Regulation section 8.22.110 does not currently outline any good-cause relief for a party that fails to appear at a properly noticed hearing except through the appeal process; and

WHEREAS, either party can potentially wait an extended period of time for a scheduled appeal hearing just to address their good cause evidence, depending on the number of pending petitions; and

WHEREAS, significant wait times for either party to be able to present their good-cause evidence can, in some occasions, significantly impact the relief that can be granted by the Appeal

Body or by the Hearing Officer; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.040 does not currently address Alternate Board Members and their participation in scheduled Board meetings unless they are filling in for regular members; and

WHEREAS, allow non-voting alternates to participate in board meetings would allow alternates to learn about the Rent Board in a non-voting capacity; and

WHEREAS, Rent Adjustment Program Regulation section 8.22.090.B.1 provides that A Tenant petition or response to an Owner petition is not considered filed unless the tenant submits evidence that the tenant is current on rent or lawfully withholding rent; and

WHEREAS, consistent with the Rent Board's recommendation to City Council to remove the current on rent requirement from the Rent Adjustment Ordinance, the Rent Board wishes to remove the requirement for the tenant be current on rent before filing a petition from the Rent Adjustment Regulations; and

WHEREAS, the Rent Board wishes to revise the Rent Adjustment Regulations to clarify rent board procedures from case precedents and codify them in regulations;

WHEREAS, the Housing, Residential Rent and Relocation Board seeks to ensure that all covered Oakland tenants and property owners have equitable access to the protections and relief provided by the Rent Adjustment Ordinance; now, therefore, be it

RESOLVED, That the Housing, Residential Rent and Relocation Board recommends the City Council amend the Rent Adjustment Program Regulations by adopting the attached amendments to the Rent Adjustment Regulations;

RESOLVED: That the Rent Board wishes to amend the Rent Adjustment Regulations consistent with these ordinance changes; and be it

FURTHER RESOLVED: That the Rent Board approves the attached Rent Adjustment Regulation amendments and forwards the attached regulation amendments to City Council for approval; and be it

Proposed Amendments to the Rent Adjustment Regulations Sections 8.22.020-040, 8.22.070, 8.22.090-120, and Appendix A. (additions are shown as double underline and deletions are shown as ~~strikethrough~~):

8.22.020 DEFINITIONS.

“Base occupancy level” means the number of tenants occupying the covered unit as principal residence as of June 16, 2020, with the owner’s knowledge, or allowed by the lease or rental agreement effective as of June 16, 2020, whichever is greater, except that, for units that had an initial rent established on or after June 17, 2020, “base occupancy level” means the number of tenants allowed by the lease or rental agreement entered into at the beginning of the current tenancy. When there is a new lease or rental agreement solely as a result of adding one or more additional occupants to the lease or rental agreement, the “beginning of the current tenancy” refers to the tenancy existing prior to the new lease or rental agreement regarding the additional occupant(s).

“Base Rent” means the monthly rental rate before the latest proposed increase. If the rental agreement provides for a period of “free” or discounted rent within its initial term, the base rent shall be reduced to account for the “free” or discounted period.

“Imputed interest” means the average of the 10 year United States treasury bill rate and the 10 year LIBOR swap rate for the quarter prior to the date the permits for the improvements were obtained plus an additional one and one-half percent, to be taken as simple interest. The Rent Program will post the quarterly interest rates allowable.

“Primary tenant” means a tenant who resides in a covered unit, is not an owner of record of the property, and charges rent to or receives rent from one or more subtenants in the covered unit.

“Principal Residence” means the one dwelling place where an individual primarily resides. Such occupancy does not require that the individual be physically present in the dwelling place at all times or continuously, but the dwelling place must be the individual’s usual or intended place of return. A Principal Residence is distinguishable from one kept primarily for secondary residential occupancy, such as a pied-a-terre or vacation home, or non-residential use, such as storage or commercial use. A determination of Principal Residence shall be based on the totality of circumstances, which may include, but are not limited to, the following factors: (1) whether the individual carries on basic living activities at the subject premises; (2) whether the individual maintains another dwelling and, if so, the amount of time that the individual spends at each dwelling place and indications, if any, that residence in one dwelling is temporary; (3) the subject premises are listed as the individual’s place of residence on any motor vehicle registration, driver’s license, voter registration, or with any other public agency, including Federal, State and local taxing authorities; (4) utilities are billed to and paid by the individual at the subject premises; (5) all or most of the individual’s personal possessions have been moved into the subject premises; (6) a homeowner’s tax exemption for the individual has not been filed for a different property; (7) the subject premises are the place the individual normally returns to as his/her home, exclusive of military service, hospitalization, vacation, family emergency, travel necessitated by employment or education, incarceration, or other reasonable temporary periods of absence.

“Staff” means the staff appointed by City Administrator to administer the Rent Adjustment Program.

“Subtenant,” for purposes of Regulation 8.22.025, means a tenant who resides with and pays rent to one or more primary tenants, rather than directly to the owner to whom the primary tenant(s) pay rent, for the housing services provided to the subtenant.

8.22.030 EXEMPTIONS.

A. Dwelling Units That Are Not Covered Units

1. In order to be a Covered Unit, the Owner must be receiving Rent in return for the occupancy of the dwelling unit.
 - a. Rent need not be cash, but can be in the form of “in-kind” services or materials that would ordinarily be the Owner’s responsibility.
 - i. For example, a person who lives in a dwelling unit and paints the premises, repairs damage, or upgrades the unit is considered to be paying Rent unless the person caused the damage.
 - b. Payment of some of expenses of the dwelling unit even though not all costs are paid is Rent.
 - i. Payment of all or a portion of the property taxes or insurance.
 - ii. Payment of utility costs that are not directly associated with the use of the unit occupied.
2. If California law determines that an “employee of the Owner”, including a manager who resides in the Owner’s property, is not a Tenant, then the dwelling unit occupied by such person is not subject to OMC Chapter 8.22 so long as the person is an employee and continues to reside in the unit.

B. Types of Dwelling Units Exempt

1. Subsidized units. Dwelling units whose rents are subsidized by a governmental unit, including the federal Section 8 voucher program.
2. Newly constructed dwelling units (receiving a certificate of occupancy after January 1, 1983).
 - a. Newly constructed units include legal conversions of uninhabited spaces not used by Tenants, such as:
 - i. Garages;
 - ii. Attics;
 - iii. Basements;
 - iv. Spaces that were formerly entirely commercial.
 - b. Any dwelling unit that is exempt as newly constructed under applicable interpretations of the new construction exemption pursuant to Costa-Hawkins (California Civil Code Section 1954.52).
 - c. Dwelling units not eligible for the new construction exemption include:
 - i. Live/work space where the work portion of the space was converted into a separate dwelling unit;
 - ii. Common area converted to a separate dwelling unit.
3. ~~Substantially rehabilitated buildings.~~
 - a. ~~In order to qualify for the substantial rehabilitation exemption, the rehabilitation work must be completed within a two (2) year period after the issuance of the building permit for the work unless the Owner demonstrates good cause for the work exceeding two (2) years.~~
 - b. ~~For the substantial rehabilitation exemption, the entire building must qualify for the exemption and not just individual units Reserved.~~
4. Dwelling Units Exempt Under Costa-Hawkins. Costa-Hawkins addresses dwelling units that are exempt under state law. The Costa Hawkins exemptions are contained at California Civil Code Section 1954.52. ~~The text of Costa-Hawkins is attached as an appendix to OMC Chapter 8.22.~~

C. Certificates of Exemption

1. Whenever an Owner seeks a Certificate of Exemption the following procedures apply:
 - a. The petition cannot be decided on a summary basis and may only be decided after a hearing on the merits;

b. Staff may intervene in the matter for the purpose of better ensuring that all facts relating to the exemption are presented to the Hearing Officer;

c. In addition to a party's right to appeal, Staff or the Hearing Officer may appeal the decision to the Rent Board; and,

d. A Certificate of Exemption shall be issued in the format specified by Government Code Section 27361.6 for purposes of recording with the County Recorder.

2. In the event that a previously issued Certificate of Exemption is found to have been issued based on fraud, or mistake, or is no longer valid due to an intervening material change in law or circumstances, and thereby rescinded, the Staff shall record a rescission of the Certificate of Exemption against the affected real property with the County Recorder.

8.22.040 THE BOARD.

A. Meetings

1. Notice. Meetings shall be noticed and the agenda posted in accordance with the Ralph M. Brown Act (California Government Code Sections 54950, et. seq. (“Brown Act”) and Sunshine Ordinance (OMC Chapter 2.20).)
2. Regular Meetings. The Board or an Appeal Panel shall meet regularly on the second and fourth Thursdays of each month, unless cancelled. Rent Program staff is authorized to schedule these regular meetings either for the full Board or for an Appeal Panel.
3. Special Meetings. Meetings called by the Mayor or City Administrator, or meetings scheduled by the Board for a time and place other than regular meetings are to be designated Special Meetings. The agenda of Special Meetings shall be restricted to those matters for which the meeting was originally called and no additional matters may be added to the agenda.
4. Adjourned or Rescheduled Meetings. A meeting may be adjourned to a time and place to complete the agenda if voted by the Board members present. A rescheduled meeting may be held when a quorum cannot be convened for a regular meeting or when a quorum votes to substitute another time and/or place for a scheduled meeting. Notice of change of meeting time and/or place shall be sent to the City Clerk and absent Board members and provided in accordance with the Brown Act and Sunshine Ordinance.
5. Time of Meetings. Board meetings shall start at **7:00** p.m. and end by 10:00 p.m. unless some other time is set in advance or the meeting is extended by a vote of the Board.
6. Location of Meetings. The Board meetings shall be held at City Hall, One Frank H. Ogawa Plaza, Oakland, CA 94612, unless otherwise designated.
7. Agenda. The agenda for each meeting shall be posted at such time and places as required by the Brown Act and Sunshine Ordinance.
8. Board meetings shall be conducted in accordance with “Robert’s Rules of Order (**Newly Revised**),” unless modified by these Regulations, requirements of the Brown Act or Sunshine Ordinance, or the Board.
9. Open to Public. The meetings shall be open to the public in accordance with the Brown Act and the Sunshine Ordinance, except for circumstances where the Brown Act or Sunshine Ordinance permits the Board to address a matter in closed session, such as litigation or personnel matters.
10. Board Vacations. The Board may schedule dates during the year when no regular Board meetings may be held so that the entire Board may take vacations. The Board must schedule vacation times at least two (2) months prior to the date of the vacation time.
11. Alternate Board Members. Alternate board members may participate in discussion and deliberations, but will only be allowed to vote when filling in for a regular member who is not

present or who has been excused from consideration of or voting on a matter by the Board.

B. Quorum and Voting

1. Four Board members constitutes a quorum of the Board.
2. Decisions of the Board. For the Board to make a decision on the first time a matter comes before the Board, the quorum must include at least one of each of the three categories of Board members (Tenant, residential rental property Owner, and one who is neither of the foregoing). If a matter cannot be decided because at least one of each of the three categories of Board members is not present, the matter will be considered a second time at a future meeting where the matter can be decided even if at least one member from each category is not present. A majority of the Board members present are required to make decisions, provided a quorum is present and sufficient members of each category are present.
3. A Board member who does not participate in a matter because of a conflict of interest or incompatible employment neither counts towards a quorum nor in calculating the number of Board members required to make a majority.
4. Special voting requirements for Just Cause for Eviction regulations enacted as part of partial settlement of *Kim v. City of Oakland*, Alameda County Superior Court Case No. RG03081362 (the "Settlement Regulations").

a. The special voting requirements set out in this subsection apply only to the Just Cause for Eviction regulations set out in Exhibit A.

b. The Settlement Regulations may be amended only by affirmative vote of at least five (5) members of the Rent Board, provided that at least one member from each class of Rent Board members (homeowner, landlord, and tenant) affirmatively votes to modify the Settlement Regulations.

c. Before the Board adopts any amendments to the Settlement Regulations, the Board must introduce the proposed amendments at a meeting, hold a public hearing at which members of the public and interested organizations, including the Rental Housing Association of Northern Alameda County, Inc. and Just Cause Oakland, are noticed, and the amendments can only be considered for adoption at a subsequent meeting.

d. After the introduction of proposed amendments to the Settlement Regulations, if the Board decides to further consider the adoption of the regulations and sets a public hearing to do so, the Board must also transmit the proposed amendments to the appropriate committee of the City Council so the City Council may have the option of commenting on or holding its own hearing before the Rent Board votes to adopt or reject the proposed amendments. If the Council elects not to comment on the proposed amendments or does not comment on them within 90 days after transmittal of the proposed amendments by the Rent Board, the Rent Board may proceed to vote on the proposed amendments.

C. Officers

1. The Board shall select a Chair from among the Board members who are neither tenants nor residential rental property owners. Each Appeal Panel shall be chaired by the member of that panel who is neither a tenant nor a residential rental property owner.
2. The Board may also select a Vice-Chair (who is neither a Tenant nor an Owner) to act as Chair in the Chair's absence.
3. The Officers shall serve one-year terms.
4. The Board shall elect Officers each year at the second meeting in February.
5. The Chair votes on matters as any other Board member.

D. Standing Committees

The Board may establish standing committees subject to prior approval of the City Council. A request to create a standing committee must include:

1. The staffing costs for the committee; and
2. The costs of complying with meeting noticing requirements.

8.22.060 NOTICE OF THE EXISTENCE OF CHAPTER 8.22 REQUIRED AT COMMENCEMENT OF TENANCY.

A. Providing Notice in Multiple Languages

1. The requirement to provide the Notice of the Existence of Chapter 8.22 Required at Commencement of Tenancy in multiple languages took effect on September 24, 2016 and only applies to new tenancies that commenced on or after that date.

2. No Owner will be penalized for failing to comply with this requirement until the later of sixty (60) days after the Rent Program makes a general announcement of the requirement or all the translations are available on the Rent Program website.

3. Until September 21, 2017, no Owner will be denied a Rent increase for failing to provide the notice in the required languages, unless:

a. the Tenant is proficient in one of the non-English languages specified in OMC 8.22.060 (Spanish or Chinese), and is not proficient in English;

or

b. the Owner negotiated the terms of the rental agreement in either Spanish or Chinese and failed to give the notice in that language.

8.22.070 RENT ADJUSTMENTS FOR OCCUPIED COVERED UNITS.

A. Purpose

This section sets forth the Regulations for a Rent adjustment exceeding the CPI Rent Adjustment and that is not authorized as an allowable increase following certain vacancies.

B. CPI and Banking Rent Adjustments

5. Rent History/"Banking"

(a) If a landlord chooses to increase rents less than the annual CPI Adjustment [formerly Annual Permissible Increase] permitted by the Ordinance, any remaining CPI Rent Adjustment may be carried over to succeeding twelve (12) month periods ("Banked"). However, the total of CPI Adjustments imposed in any one Rent increase, including the current CPI Rent Adjustment, may not exceed three times the allowable CPI Rent Adjustment on the effective date of the Rent Increase notice.

(b) Banked CPI Rent Adjustments may be used together with other Rent justifications, except Increased Housing Service Costs and Fair Return, because these justifications replace the current year's CPI increase.

(c) In no event may any banked CPI Rent Adjustment be implemented more than ten years after it accrues.

C. Justifications for a Rent Increase in Excess of the CPI Rent Adjustment or Banking

1. Regulations regarding ~~†~~The justifications for a Rent increase in excess of the CPI Rent Adjustment or Banking are attached as Appendix A to these Regulations. The justifications are: banking; capital improvement costs; uninsured repair costs; increased housing service costs; additional occupant as defined by OMC 8.22.020; Tenant does not reside in the unit as their principal residence; and the rent increase is necessary to meet constitutional or fair return requirements.

a. Capital Improvement Costs: Capital Improvement Costs are those improvements which materially add to the value of the property and appreciably prolong its useful life or adapt it to new building codes. Those improvements primarily must benefit the tenant rather than the landlord.

(1) Credit for capital improvements will only be given for those improvements which have been completed and paid for within the twenty-four (24) month period prior to the date the petition for a rent increase based on the improvements is filed.

(2) Eligible capital improvements include, but are not limited to, the following items:

1. Those improvements which primarily benefit the tenant rather than the landlord. (For example, the remodeling of a lobby would be eligible as a capital improvement, while the construction of a sign advertising the rental complex would not be eligible). However, the complete painting of the exterior of a building, and the complete interior painting of internal dwelling units are eligible capital improvement costs.

2. In order for equipment to be eligible as a capital improvement cost, such equipment must be permanently fixed in place or relatively immobile (for example, draperies, blinds,

carpet, sinks, bathtubs, stoves, refrigerators, and kitchen cabinets are eligible capital improvements. Hot plates, toasters, throw rugs, and hibachis would not be eligible as capital improvements).

3. Except as set forth in subsection 4, repairs completed in order to comply with the Oakland Housing Code may be considered capital improvements.

4. The following may not be considered as capital improvements:

a. Repairs for code violations may not be considered capital improvements if the Tenant proves the following:

i. That a repair was performed to correct a Priority 1 or 2 Condition that was not created by the Tenant, which may be demonstrated by any of the following:

(a) the condition was cited by a City Building Services Inspector as a Priority 1 or 2 Condition;

(b) the Tenant produces factual evidence to show that had the property or unit been inspected by a City Building Services Inspector, the Inspector would have determined the condition to be a Priority 1 or 2 Condition, but the Hearing Officer may determine that in order to decide if a condition is a Priority 1 or 2 Condition expert testimony is required, in which case the Hearing Officer may require such testimony.

ii. That the tenant

(a) informed the Owner of the condition in writing;

(b) otherwise proves that the landlord knew of the conditions, or

(c) proves that there were exceptional circumstances that prohibited the tenant from submitting needed repairs in writing; and

iii. That the Owner failed to repair the condition within a reasonable time after the Tenant informed Owner of the condition or the Owner otherwise knew of the condition.

iv. A reasonable time is determined as follows:

(a) If the condition was cited by a City Building Services Inspector and the Inspector required the repairs to be performed within a particular time frame, or any extension thereof, the time frame set out by the Inspector is deemed a reasonable time; or

(b) Ninety (90) days after the Owner received notice of the condition or otherwise learned of the condition is presumed a reasonable time unless either of the following apply:

(1) the violation remained unabated for ninety (90) days after the date of notice to the Owner and the Owner demonstrates timely, good faith efforts to correct the violation within the ninety the (90) days but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause; or

(2) the Tenant demonstrated that the violation was an immediate threat to the health and safety of occupants of the property, [in which case] fifteen (15) business days is presumed a reasonable time unless:

(i) the Tenant proves a shorter time is reasonable based on the hazardous nature of the condition, and the ease of correction, or

(ii) the Owner demonstrates timely, good faith efforts to correct the violation within the fifteen (15) business days after notice but such efforts were unsuccessful due to the nature of the work or circumstances beyond the Owner's control, or the delay was attributable to other good cause.

(c) If an Owner is required to get a building or other City permit to perform the work, or is required to get approval from a government agency before commencing work on the premises, the Owner's attempt to get the required permit or approval within the timelines set out in (i) and (ii) above shall be deemed evidence of good faith and the Owner shall not be penalized for delays attributable to the action of the approving government agency.

b. **Deferred Maintenance.** Costs for work or portion of work that could have been avoided by the landlord's exercise of reasonable diligence in making timely repairs after the landlord knew or should reasonably have known of the problem that caused the damage leading to the repair claimed as a capital improvement.

i. Among the factors that may be considered in determining if the landlord knew or should reasonably have known of the problem that caused the damage:

(a) Was the condition leading to the repairs outside the tenant's unit or inside the tenant's unit?

(b) Did the tenant notify the landlord in writing or use the landlord's procedures for notifying the landlord of conditions that might need repairs?

(c) Did the landlord conduct routine inspections of the property?

(d) Did the tenant permit the landlord to inspect the interior of the unit?

ii. Examples:

(a) A roof leaks and, after the landlord knew of the leak, did not timely repair the problem and leak causes ceiling or wall damage to units that could have been avoided had the landlord acted timely to make the repair. In this case, replacement of the roof would be a capital improvement, but the repairs to the ceiling or wall would not be.

(b) A problem has existed for an extended period of time visible outside tenants' units and could be seen from a reasonable inspection of the property, but the landlord or landlord's agents either had not inspected the property for an unreasonable period of time, or did not exercise due diligence in making such inspections. In such a case, the landlord should have reasonably known of the problem. Annual inspections may be considered a reasonable time period for inspections depending on the facts and circumstances of the property such as age, condition, and tenant complaints.

iii. Burden of Proof

(a) The tenant has the initial burden to prove that the landlord knew or should have reasonably known of the problem that caused the repair.

(b) Once a tenant meets the burden to prove the landlord knew or should have reasonably known, the burden shifts to the landlord

to prove that the landlord exercised reasonable diligence in making timely repairs after the landlord knew or should have known of the problem.

c. “Gold-plating” or “Over-improvements”

i. Examples:

(a) A landlord replaces a Kenmore stove with a Wolf range. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

(b) A landlord replaces a standard bathtub with a jacuzzi bathtub. In such a case, the landlord may only pass on the cost of the substantially equivalent replacement.

ii. Burden of Proof

(a) The tenant has the initial burden to prove that the improvement is greater in character or quality than existing improvements.

(b) Once a tenant meets the burden to prove that the improvement is greater in character or quality than existing improvements, the burden shifts to the landlord to prove that the tenant approved the improvement in writing, the improvement brought the unit up to current building or housing codes, or the improvement did not cost more than a substantially equivalent replacement.

d. Use of a landlord's personal appliances, furniture, etc., or those items inherited or borrowed are not eligible for consideration as capital improvements.

e. Normal routine maintenance and repair of the rental until and the building is not a capital improvement cost, but a housing service cost. (For example: while the replacement of old screens with new screens would be a capital improvement).

f. Costs for which an Owner is reimbursed (e.g., insurance, court awarded damages, subsidies, tax credits, and grants) are not capital improvement costs.

(3) Rent Increases for Capital Improvement costs are calculated according to the following rules:

1. For mixed-use structures, only the percent of residential square footage will be applied in the calculations. The same principle shall apply to landlord-occupied dwellings (i.e., exclusion of landlord's unit).

2. Items determined to be capital improvements pursuant to Section 10.2.2. shall be amortized over the useful life of the improvement as set out in the Amortization Schedule attached as Exhibit 1 to these regulations and the total costs shall be amortized over that time period, unless the Rent increase using this amortization would exceed the Rent increase limits provided by O.M.C. 8.22.070 A2 or 3. Whenever a Capital Improvement Rent increase alone or with any other Rent increases noticed at the same time for a particular Unit exceeds the limits set by O.M.C. 8.22.070 A2 or 3, if the Owner elects to recover the portion of the Capital Improvement that causes the Rent Increase to exceed the limits set by O.M.C. 8.22.070 A2 or 3, the excess can only be recovered by extending the Capital Improvement's amortization period in yearly increments sufficient to cover the excess, and complying with any requirements to notice the Tenant of the extended amortization period with the initial Capital Improvement increase. The dollar amount of the rent increase justified by Capital Improvements shall be removed from the allowable rent at the end of the amortization period.

3. A monthly Rent increase for a Capital Improvement is determined as follows:

a. A maximum of seventy percent (70%) of the total cost for the Capital Improvement (plus imputed interest calculated pursuant to the formula set forth

- in Regulation 8.22.020) may be passed through to the Tenant;
- b. The amount of the Capital Improvement calculated in a. above is then divided equally among the Units that benefit from the Capital Improvement;
- c. The monthly Rent increase is the amount of the Capital Improvement that may be passed through as determined above, divided by the number of months the Capital Improvement is amortized over for the particular Unit.

4. If a unit is occupied by an agent of the landlord, this unit must be included when determining the average cost per unit. (For example, if a building has ten (10) units, and one is occupied by a nonpaying manager, any capital improvement would have to be divided by ten (10), not nine (9), in determining the average rent increase). This policy applies to all calculations in the financial statement which involve average per unit figures.

5. Undocumented labor costs provided by the landlord cannot exceed 25% of the cost of materials.

6. Equipment otherwise eligible as a Capital Improvement will not be considered if a "use fee" is charged (i.e., coin-operated washers and dryers).

7. Where a landlord is reimbursed for Capital Improvements (i.e., insurance, court-awarded damages, subsidies, etc.), this reimbursement must be deducted from such Capital Improvements before costs are amortized and allocated among the units. For each improvement listed on a petition, the landlord must state whether a reimbursement or tax credit is or will be received for that improvement.

(4) In some cases, it is difficult to separate costs between rental units; common vs. rental areas; commercial vs. residential areas; or housing service costs vs. Capital Improvements. In these cases, the Hearing Officer will make a determination on a case-by-case basis.

(5) Interest on Failure to Reduce Capital Improvement Increase After End of Amortization Period.

1. If an Owner fails to reduce a Capital Improvement Rent increase in the month following the end of the amortization period for such improvement and the Tenant pays any portion of such Rent increase after the end of the amortization period, the Tenant may recover interest on the amount overpaid.

2. The applicable rate of interest for overpaid Capital Improvements shall be the rate specified by law for judgments pursuant to California Constitution, Article XV and any legislation adopted thereto and shall be calculated at simple interest.

(6) Documentation of improvement costs with proof of payment (i.e., invoices, receipts, and/or canceled checks) must be presented for all costs which are being used for justification of the proposed rent increase.

(7) Amortization of Capital Improvements. The following schedule shall be used to determine the amortization period of the capital improvement:

<u>IMPROVEMENT</u>	<u>YEARS</u>
<u>Air Conditioners</u>	10
<u>Appliances</u>	

Refrigerator	5
Stove	5
Garbage Disposal	5
Water Heater	5
Dishwasher	5
Microwave Oven	5
Washer/Dryer	5
Fans	5
<u>Cabinets</u>	10
<u>Carpentry</u>	10
<u>Counters</u>	10
<u>Doors</u>	10
Knobs	5
Screen Doors	5
<u>Earthquake Expenses</u>	
Architectural and Engineering Fees	5
Emergency Services	
Clean Up	5
Fencing and Security	5
Management	5
Tenant Assistance	5
<u>Structural Repair and Retrofitting</u>	
Foundation Repair	10

Foundation Replacement	20
Foundation Bolting	20
Iron or Steel Work	20
Masonry-Chimney Repair	20
Shear Wall Installation	10
<u>Seismic Retrofit</u>	<u>25</u>
<u>Electrical Wiring</u>	10
<u>Elevator</u>	20
<u>Fencing and Security</u>	
Chain	10
Block	10
Wood	10
<u>Fire Alarm System</u>	10
<u>Fire Sprinkler System</u>	20
<u>Fire Escape</u>	10
<u>Flooring/Floor Covering</u>	
Hardwood	10
Tile and Linoleum	5
Carpet	5
Carpet Pad	5
Subfloor	10
<u>Fumigation</u>	
Tenting	5
<u>Furniture</u>	5

<u>Automatic Garage Door Openers</u>	10
<u>Gates</u>	
Chain Link	10
Wrought Iron	10
Wood	10
<u>Glass</u>	
Windows	5
Doors	5
Mirrors	5
<u>Heating</u>	
Central	10
Gas	10
Electric	10
Solar	10
<u>Insulation</u>	10
<u>Landscaping</u>	
Planting	10
Sprinklers	10
Tree Replacement	10
<u>Lighting</u>	
Interior	10
Exterior	10

<u>Locks</u>	5
<u>Mailboxes</u>	10
<u>Meters</u>	10
<u>Plumbing</u>	
Fixtures	10
Pipe Replacement	10
Re-Pipe Entire Building	20
Shower Doors	5
<u>Painting</u>	
Interior	5
Exterior	5
<u>Paving</u>	
Asphalt	10
Cement	10
Decking	10
<u>Plastering</u>	10
<u>Pumps</u>	
Sump	10
<u>Railing</u>	10
<u>Roofing</u>	
Shingle/Asphalt	10
Built-Up, Tar, and Gravel	10
Tile and Linoleum	10
Gutters/Downspouts	10

<u>Security</u>	
Entry Telephone Intercom	10
Gates/Doors	10
Fencing	10
Alarms	10
<u>Sidewalks/Walkways</u>	10
<u>Stairs</u>	10
<u>Stucco</u>	10
<u>Tilework</u>	10
<u>Wallpaper</u>	5
<u>Window Coverings</u>	
Drapes	5
Shades	5
Screens	5
Awnings	5
Blinds/Miniblinds	5
Shutters	5

(8) The following describe five major hazard conditions classified as Priorities 1 & 2:

I. **MECHANICAL**

Priority 1

- A. Unvented heaters
- B. No combustion chamber, fire or vent hazard
- C. Water heaters in sleeping rooms, bathrooms
- D. Open gas lines, open flame heaters

Priority 2

- A. Damaged gas appliance
- B. Flame impingement, soot
- C. Crimped gas line, rubber gas connections
- D. Dampers in gas heater vent pipes, no separation or clearance, through or near combustibile surfaces
- E. Water heater on garage floor

II. PLUMBING

Priority 1

- A. Sewage overflow on surface

Priority 2

- A. Open sewers or waste lines
- B. Unsanitary, inoperative fixtures; leaking toilets
- C. T & P systems, newly or improperly installed

III. ELECTRICAL

Priority 1

- A. Bare wiring, open splices, unprotected knife switches, exposed energized electrical parts
- B. Evidence of overheated conductors including extension cords
- C. Extension cords under rugs

Priority 2

- A. Stapled cord wiring; extension cords
- B. Open junction boxes, switches, outlets
- C. Over-fused circuits
- D. Improperly added wiring

IV. STRUCTURAL

Priority 1

- A. Absence of handrail, loose, weakly-supported handrail
- B. Broken glass, posing potential immediate injury
- C. Hazardous stairs
- D. Collapsing structural members

Priority 2

- A. Garage wall separation
- B. Uneven walks, floors, tripping hazards
- C. Loose or insufficient supporting structural members
- D. Cracked glass, leaky roofs, missing doors (exterior) and windows
- E. Exit, egress requirements; fire safety

Note: Floor separation and stairway enclosures in multi-story handled on a case basis.

V. OTHER

Priority 1

- A. Wet garbage
- B. Open wells or unattended swimming pools
- C. Abandoned refrigerators
- D. Items considered by field person to be immediate hazards

- C. Significant quantity of debris
- D. Abandoned vehicles

Priority 2

- A. Broken-down fences or retaining walls
- B. High, dry weeds, next to combustible surfaces

Questions concerning permits, repairs and compliance schedules should be referred to code enforcement office of the City of Oakland -- (510) 238-3381.

b. Uninsured Repair Costs: Uninsured Repair Costs are costs for work done by a landlord or tenant to a rental unit or to the common area of the property or structure containing a rental unit which is performed to secure compliance with any state or local law as to repair damage resulting from, fire, earthquake, or other casualty or natural disaster, to the extent such repair is not reimbursed by insurance proceeds

(1) Uninsured Repair Costs are those costs incurred as a result of natural causes and casualty claims; it does not include improvement work or code correction work. Improvements work or code correction work will be considered either capital improvements or housing services, depending on the nature of the improvement.

(2) Increases justified by Uninsured Repair Costs will be calculated as Capital Improvement costs.

c. Increased Housing Service Costs: Increased Housing Service Costs are services provided by the landlord related to the use or occupancy of a rental unit, including, but not limited to, insurance, repairs, replacement maintenance, painting, lighting, heat, water, elevator service, laundry facilities, janitorial service, refuse removal, furnishings, parking, security service and employee services. Any repair cost that is the result of deferred maintenance, as defined in Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), cannot be considered a repair for calculation of Increased Housing Service Costs. Property tax is not considered a housing service cost.

(1) In determining whether there has been an increase in housing service costs, consider the annual operating expenses for the previous two years. (For example: if the rent increase is proposed in 1993, the difference in housing service costs between 1991 and 1992 will be considered.) The average housing service cost percentage (%) increase per month per unit shall be derived by dividing this difference by twelve (12) months, then by the number of units in the building and finally by the average gross operating income per month per unit (which is determined by dividing the gross monthly operating income by the number of units). Once the percentage increase is determined the percentage amount must exceed the allowable rental increase deemed by City Council. The total determined percentage amount is the actual percentage amount allowed for a rental increase.

(2) Any major or unusual housing service costs (i.e., a major repair which does not occur every year) shall be considered a capital improvement. However, any repair cost that is not eligible as a capital improvement because it is deferred maintenance pursuant to Appendix A, Section 10.2.28.22.070.C.1.a(2)(4)(b), may not be considered a repair for purposes of calculating Increased Housing Service Costs.

(3) Any item which has a useful life of one year or less, or which is not considered to be a capital improvement, will be considered a housing service cost (i.e., maintenance and repair).

(4) Individual housing service cost items will not be considered for special consideration. For example, PG&E increased costs will not be considered separately from other housing service costs.

(5) Documentation (i.e., bills, receipts, and/or canceled checks) must be presented for all costs

which are being used for justification of the proposed rent increase.

(6) Landlords are allowed up to 8% of the gross operating income of unspecified expenses (i.e., maintenance, repairs, legal and management fees, etc.) under housing service costs unless verified documentation in the form of receipts and/or canceled checks justify a greater percentage.

(7) If a landlord chooses to use 8% of his/her income for unspecified expenses, it must be applied to both years being considered under housing service cost (for example, 8% cannot be applied to 1980 and not 1981).

(8) An Increased Housing Service Costs increase may not be taken in the same year as a CPI increase because it replaces the current year's CPI increase.

~~1.8 A decrease in housing service costs (i.e., any items originally included as housing service costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.~~

~~1.9 The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.~~

~~1.10 When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.~~

d. "Fair Return"

(1) Owners are entitled to the opportunity to receive a fair return. Ordinarily, a fair return will be measured by maintaining the net operating income (NOI) produced by the property in a base year, 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.

(2) Maintenance of Net Operating Income (MNOI) Calculations

1. The base year shall be the calendar year 2014.
 - a. New owners are expected to obtain relevant records from prior owners.
 - b. Hearing officers are authorized to use a different base date, however, if an owner can demonstrate that relevant records were unavailable (e.g., in a foreclosure sale) or that use of base year 2014 will otherwise result in injustice.
2. The NOI for a property shall be the gross income less the following: property taxes, housing service costs, and the amortized cost of capital improvements. Gross income shall be the total of gross rents lawfully collectible from a property at 100%

occupancy, plus any other consideration received or receivable for, or in connection with, the use or occupancy of rental units and housing services. Gross rents collectible shall include the imputed rental value of owner-occupied units.

3. When an expense amount for a particular year is not a reasonable projection of ongoing or future expenditures for that item, said expense shall be averaged with the expense level for that item for other years or amortized or adjusted by the CPI or may otherwise be adjusted, in order to establish an expense amount for that item which most reasonably serves the objectives of obtaining a reasonable comparison of base year and current year expenses.

(3) Owners may present methodologies alternative to MNOI for assessing their fair return if they believe that an MNOI analysis will not adequately address the fair return considerations in their case. To pursue an alternative methodology, owners must first show that they cannot get a fair return under an MNOI analysis. They must specifically state in the petition the factual and legal bases for the claim, including any calculations.

e. Additional Occupants

As provided by O.M.C. 8.22.020, "Additional occupant," the addition of occupants above the base occupancy level, as defined by the Rent Adjustment Ordinance, allows an owner to petition to increase the rent by an amount up to 5% for each occupant above the base occupancy level. Such petitions must be filed within ninety (90) days of approval, or deemed approval as provided by O.M.C. 8.22.360.A.2.b, of the tenant's written request to add the occupant. No rent increase shall be granted for an additional occupant who is the spouse, registered domestic partner, parent, grandparent, child, adopted child, foster child, or grandchild of an existing tenant, or the legal guardian of an existing tenant's child or grandchild who resides in the unit, or a caretaker/attendant as required for a reasonable accommodation for an occupant with a disability.

Such rent increases must be reversed by the Owner if the additional occupancy level decreases, beginning with the most recently granted increase. Once a tenant provides written notice to the Owner of a decrease in the additional occupancy level and lists all current occupants, the Owner must provide written notice within fifteen (15) days to the tenant of the applicable reduced rent, effective as of the next regular rent due date occurring no sooner than thirty (30) days after the tenant's written notice.

If there are changes in occupancy following a tenant's request to add an occupant and, prior to the Owner's 15-day rent reduction notice deadline and the Owner issuing the notice, the additional occupancy level remains the same (e.g., a departing occupant is replaced), the Owner need not issue the rent reduction notice and the rent increase granted due to the prior additional occupant shall remain in effect, until and unless the additional occupancy level decreases. When the additional occupancy level remains the same following a change in occupancy, the Owner may not be granted a new additional occupant rent increase for any additional occupant that is added. The number of rent increases for additional occupants that currently apply to the rent may not exceed the additional occupancy level.

f. Tenant Not Residing in Unit as Principal Residence [Added May 5, 2021, but does not take effect until 3 months after the Local Emergency regarding the COVID-19 pandemic declared on March 9, 2020, is terminated by the City Council]

An Owner who seeks to impose a rent increase without limitation because the Tenant is not residing in the unit as their principal residence must petition for approval of the unrestricted rent increase based on a determination made pursuant to a hearing that the Tenant does not reside in the unit as their principal residence as of the date the petition is filed. The Hearing Officer shall not consider evidence in support of a petition that is obtained in violation of California Civil Code Section 1954 or the Oakland Tenant Protection Ordinance.

F. Decreased Housing Services

1. A decrease in housing services costs (i.e., any items originally included as housing services costs such as water, garbage, etc.) is considered to be an increase in rent and will be calculated as such (i.e., the average cost of the service eliminated will be considered as a percentage of the rent). If a landlord adds service (i.e., cable TV, etc.) without increasing rent or covers costs previously paid by a tenant, this is considered to be a rent decrease and will be calculated as such.

2. The transfer of utility costs to the tenant by the landlord is not considered as part of the rent increase unless the landlord is designated in the original rental agreement to be the party responsible for such costs.

3. When more than one rental unit shares any type of utility bill with another rental unit, it is illegal to divide up the bill between units. Splitting the costs of utilities among tenants who live in separate units is prohibited by the Public Utilities Commission Code and Rule 18 of PG&E. The best way to remedy the bill is to install individual meters. If this is too expensive, then the property owner should pay the utility bill himself/herself and build the cost into the rent.

8.22.090 PETITION AND RESPONSE FILING PROCEDURES.

A. Filing Deadlines

1. In order for a document to meet the filing deadlines prescribed by OMC Chapter 8.22.090, documents must be received by the Rent Adjustment Program offices no later than 5 PM on the date the document is due. A postmark is not sufficient to meet the requirements of OMC Chapter 8.22.090. ~~Additional Regulations regarding electronic and facsimile filing will be developed when these filing methods become available at the Rent Adjustment Program.~~

2. Electronically filed documents must be received by the Rent Adjustment Program no later than 11:59 PM on the date the document is due.

B. Tenant Petition and Response Requirements

1. A Tenant petition or response to an Owner petition is not considered filed until the following has been submitted:

a. ~~Evidence that the Tenant is current on his or her Rent or is lawfully withholding Rent. For purposes of filing a petition or response, a statement under oath that a Tenant is current in his or her Rent or is lawfully withholding Rent is sufficient, but is subject to challenge at the hearing.~~Reserved;

b. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath; and

c. For Decreased Housing Services claims, organized documentation clearly showing the Housing Service decreases claimed and the claimed value of the services, and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file.

d. Proof of service by first-class mail or in person of the tenant petition or response and any supporting documents on the owner.

2. Subtenant petitions described by Regulation 8.22.025 and Primary Tenant responses to them are subject to the tenant petition and response requirements in this section.

C. Owner Petition and Response Requirements

1. An Owner's petition or response to a petition is not considered filed until the following has been submitted:

a. Evidence that the Owner has paid his or her City of Oakland Business License Tax;

b. Evidence that the Owner has paid his or her Rent Program Service Fee or evidence that the unit is exempt from the fee;

c.

i. Evidence that the Owner has provided written notice, to all Tenants **in each covered unit** affected by the petition or response, of the existence and scope of the Rent Adjustment Program as required by OMC 8.22.060. For purposes of filing a petition or response, a statement that the Owner has provided the required notices is sufficient, but is subject to challenge at the hearing;

ii. After July 1, 2023, evidence of registration with the Rent Adjustment Program as required by O.M.C. 8.22.510 for each affected covered unit in the building prior to the petition or response being filed;

d. A substantially completed petition or response on the form prescribed by the Rent Adjustment Program, signed under oath;

e. Organized documentation clearly showing the Rent increase justification and detailing the calculations to which the documentation pertains. Copies of documents should be submitted rather than originals. All documents submitted to the Rent Adjustment Program become permanent additions to the file; 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.

2. Primary tenant responses to subtenant petitions described by Regulation 8.22.025 are not subject to the Owner response requirements in this section.

D. Time of Hearing and Decision

1. The time frames for hearings and decisions set out below are repeated from OMC 8.22.110 D.

2. The Hearing Officer shall have the goal of hearing the matter within sixty (60) days of the original petition's filing date.

3. The Hearing Officer shall have a goal of rendering a decision within sixty (60) days after the conclusion of the hearing or the close of the record, whichever is later.

E. Designation of Representative

Parties have the right to be represented by the person of their choice. A Representative does not have to be a licensed attorney. Representatives must be designated in writing by the party. Notices and correspondence from the Rent Adjustment Program will be sent to representatives as well as parties so long as a written Designation of Representative has been received by the

Rent Adjustment Program at least ten (10) days prior to the mailing of the notice or correspondence. Parties are encouraged to designate their representatives at the time of filing their petition or response whenever possible.

8.22.100 MEDIATION OF RENT DISPUTES.

A. Availability of Mediation

Voluntary mediation of Rent disputes will be available to all parties participating in Rent adjustment proceedings after the filing of a petition and response. Mediation will only be conducted in those cases in which all parties agree in advance to an effort to mediate the dispute.

B. Procedures

1. Parties who desire mediation shall have the choice between the use of Rent Adjustment Program Staff Hearing Officers acting as mediators or the selection of an outside mediator. Staff Hearing Officers shall be made available to conduct mediations free of charge. The Rent Adjustment Program will develop a list of available outside mediators for those who do not wish to have Staff Hearing Officers mediate rent disputes. 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.

2. The following rules apply to mediations conducted by Staff Hearing Officers and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and a hearing on the petition will be scheduled;

c. Written notice of the mediation session shall be served on the parties by the Rent Adjustment Program in accordance with OMC 8.22.110.

d. It is the goal to have the mediation scheduled within the first 30 days after the response to the petition is filed.

e. Absence Of Parties. If either party fails to appear for a properly noticed mediation, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.

~~i. If a petitioner fails to appear at a properly noticed mediation, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case.~~

~~ii. If a respondent fails to appear, the Hearing Officer will refer the matter to the Rent Adjustment Program for administrative review or hearing on the petition, whichever is appropriate.~~

3. The following rules apply to mediations conducted by outside mediators and notices regarding the scheduling of a mediation session shall explain the following:

a. Participation in a mediation session is voluntary;

b. The Rent Adjustment Program will not schedule the mediation; the parties will be responsible for scheduling the mediation between themselves and the mediator and for notifying the Rent Adjustment Program of the time and date for the mediation;

c. A request by any party for a hearing on the petition instead of the mediation session received prior to or during the scheduled mediation will be granted. Such a request will be immediately referred to the Rent Adjustment Program and an administrative hearing will be scheduled.

~~d. In the event that the responding either party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative review and or hearing on the petition, whichever is appropriate.~~

~~d. In the event that the petitioning party fails to appear for the mediation session, the case will be referred back to the Rent Adjustment Program for administrative dismissal of the petition.~~

4. The Regulations regarding representation by an agent and translation apply to mediations.

5. If the parties fail to settle the rent dispute through the mediation process after a good faith effort, a hearing on the petition will be scheduled on a priority basis with a Staff Hearing Officer. If the mediation was conducted by a Staff Hearing Officer, the hearing on the petition will be conducted by a different Hearing Officer.

6. If the parties reach an agreement during the mediation, a written mediation agreement will be prepared immediately by the mediator and signed by the parties at the conclusion of the mediation. To the extent possible, mediation agreements shall be self-enforcing. The Hearing Officer will issue an order corresponding to the mediated agreement and signed by the parties that either dismisses the petition or grants the petition according to terms set out in the mediation agreement.

7. A settlement agreement reached by the parties will become a part of the record of the proceedings on the petition unless the parties otherwise agree.

8. The parties cannot agree to grant an Owner a permanent exemption of for dwelling unit. Permanent exemption claims must be decided by a Hearing Officer after a hearing on the evidence.

C. Postponements of Mediations Before Hearing Officers

1. A Hearing Officer or designated Staff member may grant a postponement of the mediation only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" includes but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or

material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled mediation date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of a mediation must be made in writing at the earliest date possible after receipt of the notice of mediation with supporting documentation attached.

4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the mediation.

8.22.110 HEARING PROCEDURE.

A. Postponements

1. A Hearing Officer or designated Staff member may grant a postponement of the hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.
2. "Good cause" includes but is not limited to: a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party; b. Verified travel plans scheduled before the receipt of notice of hearing; c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".
3. A request for a postponement of a hearing must be made in writing at the earliest date possible after receipt of the notice of hearing with supporting documentation attached.
4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date set for the hearing.

B. Absence Of Parties

1. If a petitioner fails to appear at a properly noticed hearing, the Hearing Officer may, in the Hearing Officer's discretion, dismiss the case, subject to the petitioner showing good cause for the failure to appear.
 - a. Any excuse for failing to appear, along with supporting documentation, must be submitted to the Hearing Officer within ten (10) days of service of the hearing decision.
 - b. The Hearing Officer will determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.
 - c. If the Hearing Officer determines that the application represents a prima facie case of good cause, the Hearing Officer may schedule a new hearing on good cause and on the petition.
 - d. If the petitioner submits a timely application under subsection (a), the time to appeal the Hearing Decision is extended until fifteen (15) days after service of the Hearing Officer's decision denying good cause for failure to appear.

2. If a respondent fails to appear, the Hearing Officer may rule against the respondent, or proceed to a hearing on the evidence.

C. Record Of Proceedings

1. All proceedings before a Hearing Officer or the Rent Board, except mediation sessions, shall

be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.

2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

D. Translation

Translation services for documents, procedures, hearings and mediations in languages other than English pursuant to the Equal Access to Services ordinance (O.M.C. Chapter 2.3) shall be made available to persons requesting such services subject to the City's ability to provide such services. In the event that the City is unable to provide such services, petitioners and respondents who do not speak or are not comfortable with English must provide their own translators. The translators will be required to take an oath that they are fluent in both English and the relevant foreign language and that they will fully and to the best of their ability translate the proceedings.

E. Conduct Of Hearings Before Hearing Officers

1. Each party, attorney, other representative of a party or witness appearing at the hearing shall complete a written Notice of Appearance and oath, as appropriate, that will be submitted to the Hearing Officer at the commencement of the hearing. All Notices of Appearance shall become part of the record.

2. All oral testimony must be given under oath or affirmation to be admissible.

3. Each party shall have these rights:

a. To call and examine witnesses;

b. To introduce exhibits, provided that the party provides the exhibits to the Rent Adjustment Program and serves copies to the other party not less than seven (7) days before the hearing unless the party has good cause for late filing;

c. To cross-examine opposing witnesses on any matter relevant to the issues even if that issue was not raised on direct examination;

d. To impeach any witness regardless of which party called first called him or her to testify;

e. To rebut the evidence against him or her;

f. To cross-examine an opposing party or their agent even if that party did not testify on his or her own behalf or on behalf of their principal

g. A party who fails to file a response to a petition is prohibited from calling or examining witnesses or introducing oral or written evidence and is limited to cross-examination, unless the

party has good cause for failing to file a response.

4. Unless otherwise specified in these Regulations or OMC Chapter 8.22, the rules of evidence applicable to administrative hearings contained in the California Administrative Procedures Act (California Government Code Section 11513) shall apply.

F. Decisions Of The Hearing Officer

1. The Hearing Officer shall make written findings of fact and issue a written decision on petitions filed.

2. If an increase in Rent is granted, the Hearing Officer shall state the amount of increase that is justified, and the effective date of the increase.

3. If a decrease in Rent is granted, the Hearing Officer shall state when the decrease commenced, the nature of the service decrease, the value of the decrease in services, and the amount to which the rent may be increased when the service is restored. When the service is restored, any Rent increase based on the restoration of service may only be taken following a valid change of terms of tenancy notice pursuant to California Civil Code Section 827. A Rent increase for restoration of decreased Housing Services is not considered a Rent increase for purposes of the limitation on one Rent increase in twelve (12) months pursuant to OMC 8.22.070 A. (One Rent Increase Each Twelve Months).

4. The Hearing Officer may order Rent adjustment for overpayments or underpayments over a period of months, however, such adjustments shall not span more than a twelve (12) month period, unless longer period is warranted for extraordinary circumstances. The following is a schedule of adjustments for underpayment and overpayments that Hearing Officers must follow unless the parties otherwise agree or good cause is shown:

a. If the underpayment or overpayment is 25% of the Rent or less, the Rent will be adjusted over 3 months;

b. If the underpayment or overpayment is 50% of the Rent or less, the Rent will be adjusted over 6 months;

c. If the underpayment or overpayment is 75% of the Rent or less, the Rent will be adjusted over 9 months;

d. If the underpayment or overpayment is 100% of the Rent or more, the Rent will be adjusted over 12 months.

5. For Rent overpayments based on an Owner's failure to reduce Rent after the expiration of the amortization period for a Capital Improvement, the decision shall also include a calculation of any interest that may be due pursuant to Reg. 8.22.070.C.1.a(5) 10.2.5 (see Appendix A).

6. If the Landlord has petitioned for multiple capital improvements covering the same unit or building, the Hearing Officer may consolidate the capital improvements into a single amortization period and, in the Hearing Officer's discretion, determine the length for that

amortization period in the Decision.

G. Administrative Decisions

For rent increase petitions based on one or more additional occupants, if there is no genuine dispute regarding any material fact, the petition may be decided as a matter of law, and the tenant waives their right to a hearing in writing on a form provided by the Rent Adjustment Program, the Hearing Officer shall issue a decision without a hearing.



8.22.120 APPEALS.

A. Statement of Grounds for Appeal and Supporting Documentation

1. A party who appeals a decision of a Hearing Officer or administrative decision must clearly state the grounds for the appeal on the appeal form or an attachment. The grounds for appeal must be stated sufficiently clearly for the responding party, and the Board to reasonably determine the basis for the appeal so that the responding party can adequately respond and the Board can adequately adjudicate the appeal.
2. A party who files an appeal must file any supporting argument and documentation and serve it on the opposing party within fifteen (15) days of filing the appeal along with a proof of service on the opposition party.
3. A party responding to an appeal must file any response to the appeal and any supporting documentation and serve it on the opposing party within ~~thirty (30)~~ **fifteen (15)** days of the ~~service of the supporting documentation~~ **appeal** along with a proof of service on the opposing party.
4. Any argument and supporting documentation may not be any more than twenty-five (25) pages. Arguments must be legible and double-spaced if typed. Any submissions not conforming to these requirements may be rejected by Staff. Staff may limit the pages for argument and supporting documentation submitted in consolidated cases.
5. Staff, in its discretion, may modify or waive the above requirements for good cause. The good cause must be provided in writing by the party seeking a waiver or modification.

B. Grounds for Appeal

The grounds on which a party may appeal a decision of a Hearing Officer include, but are not limited to, the following:

1. The decision is inconsistent with OMC Chapter 8.22, the Regulations, or 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 previously been decided by the Board;
4. The decision violates federal, state, or local law;
5. The decision is not supported by substantial evidence. Where a party claims the decision is not supported by substantial evidence, the party making this claim has the burden to ensure that sufficient record is before the Board to enable the Board to evaluate the party's claim;
6. The Hearing Officer made a procedural error that denied the party sufficient opportunity to adequately present his or her claim or to respond to the opposing party; or
7. The decision denies the Owner a fair return.

a. This appeal ground may only be used by an Owner when his or her underlying petition for approval of a rent increase was based on a fair return claim.

b. Where an Owner claims the decision denies a fair return, the Owner must specifically state on the appeal form the basis for the claim, including any calculations, and the legal basis for the claim.

C. Postponements

1. The Board or Staff may grant a postponement of the appeal hearing only for good cause shown and in the interests of justice. A party may be granted only one postponement for good cause, unless the party shows extraordinary circumstances.

2. "Good cause" shall include but is not limited to:

a. Verified illness of a party an attorney or other authorized representative of a party or material witness of the party;

b. Verified travel plans scheduled before the receipt of notice of hearing;

c. Any other reason that makes it impractical to appear at the scheduled date due to unforeseen circumstances or verified prearranged plans that cannot be changed. Mere inconvenience or difficulty in appearing shall not constitute "good cause".

3. A request for a postponement of an appeal hearing must be made in writing at the earliest date possible after receipt of the notice of appeal hearing with supporting documentation attached.

~~4. Parties may mutually agree to a postponement at any time. When the parties have agreed to a postponement, the Rent Adjustment Program office must be notified in writing at the earliest date possible prior to the date for the appeal hearing.~~

D. Procedures at Appeal Hearings

1. It is the Board's or Appeal Panel's goal to hear three (3) appeals per meeting.

2. Unless the Board or Appeal Panel votes otherwise, or the Appeal Body Chair establishes an alternate time limit prior to the first appeal being heard by the Appeal Body, each party will have ~~fifteen (15)~~ six (6) minutes to present argument on or in opposition to the appeal. This time includes opening argument and any response.

3. Whenever the Board or Appeal Panel considers an appeal at more than one meeting, any Board member not present at a prior hearing must listen to a tape of the prior hearing in order to participate at a subsequent hearing.

4. Only those grounds presented in the written appeal may be argued before the Board or the Appeal Panel.

E. Record Of Proceedings

1. All proceedings before the Rent Board shall be recorded by tape or other mechanical means. A party may order a duplicate or transcript of the tape recording of any appeal hearing provided that the party ordering the duplicate or transcript pays for the expense of duplicating or transcribing the tape.
2. Any party desiring to employ a court reporter to create a record of a proceeding, except a mediation session, is free to do so at their own expense, provided that the opportunity to obtain copies of any transcript are offered to the Rent Adjustment Program and to the opposing party.

F. Evidentiary Hearings

1. As a general rule, the Board and Appeal Panels should not conduct evidentiary hearings. When the Board or Appeal Panel determines that additional evidence or reconsideration of evidence is necessary, the Board or Appeal Panel should remand the matter back to a Hearing Officer for consideration of evidence.
2. The Board or Appeal Panel should only consider evidence when the evidence is limited in scope and resolution of the matter is more efficient than having it remanded to a Hearing Officer for consideration of the evidence.
3. In order for new evidence to be considered, the party offering the new evidence must show that the new evidence could not have been available at the Hearing Officer proceedings.
4. If the Board or Appeal Panel deems an evidentiary hearing necessary, the appeal will be continued and the Board will issue a written order setting forth the issues on which the parties may present evidence.
5. The parties must file any new documentary evidence with the Board or Appeal Panel and also serve it the opposing party not more than ten (10) days after notice is given that a date has been set for the evidentiary appeal hearing.
 - a. Parties must also file with the Rent Program proofs of service of the evidence on the opposing party.
 - b. Failure to file the evidence and the proofs of service may result in the evidence not being considered by the Board or Appeal Panel.
6. When the Board or Appeal Panel conducts an evidentiary hearing, the same rules will apply as to hearings before Hearing Officers.

G. Appeal Decisions

1. **Vote Required.** Provided a quorum of the Board is present, or all three Appeal Panel members if a matter is being heard by an Appeal Panel, a majority vote of the Board members present is required to overturn or modify a Hearing Officer's decision. A tie vote upholds the Hearing Officer's decision. If no Board member makes a motion to uphold, reverse, or modify the Hearing Officer's decision on appeal or no motion receives a second, the appeal is deemed denied without comment.

2. Vote at Close of Appeal Hearing. Unless the Board or Appeal Panel votes otherwise, it shall vote on each appeal at the close of the appeal. The motion should include the reasons for the decisions so that the reasons can be set forth in a written decision.

a. Form of Decision. An appeal decision must be in writing and include findings and conclusions.

b. Time for Written Decision. The Board has the goal of issuing a written decision within thirty (30) days of the close of the appeal hearing.

c. Final decision.

i. Written appeal decisions are drafted by Staff, reviewed by the City Attorney, signed by staff as the Board's designee, and served on the parties.

ii. In any individual matter, however, the Board or Appeal Panel may vote to require that a decision first come to the full Board or full Appeal Panel or to the Board or Appeal Panel Chair for final approval and signature of that Chair. A decision is not final until signed by Staff or the Board or Appeal Panel Chair and served on the parties.

d. In its decision, the Board is authorized to designate a schedule for refunds or repayments consistent with Reg. 8.22.110 F.4 in cases where its decision results in under- or over-payments by a party; alternatively, the Board may remand to the Hearing Officer for purposes of devising a refund or repayment plan.

e. Staff shall serve decisions on the parties.

H. Dismissal of Appeal

1. Untimely appeal filing.

a. Staff may dismiss an appeal that is not timely filed.

b. Within ten (10) days following Staff's notice of the dismissal, the party filing the late appeal may submit a written statement explaining any good cause for the late filing.

c. If the good cause appears within the guidelines for acceptable good cause set out in Rent Board decisions, Staff may reinstate the appeal or set a hearing before the Board on whether there is good cause for the late appeal.

d. If the good cause does not appear within the acceptable good cause parameters, Staff may reject the good cause and affirm the appeal dismissal.

2. Failing to adequately state grounds for appeal.

a. If Staff determines that an appeal fails to adequately state the grounds for appeal, Staff will send a deficiency notice to the appellant notifying the appellant of the deficiency and giving the appellant ten (10) days to correct the deficiency.

b. If the appellant fails to respond to the deficiency notice or fails to correct the deficiency in the response, Staff may dismiss the appeal, or ask the Rent Board to determine the adequacy of the appeal.

I. Failure to Appear

1. Appellant. If an appellant fails to appear at an appeal hearing, the Board or Appeal Panel will decide the appeal on the record as submitted~~consider the appeal dropped and will issue a decision dismissing the appeal, subject to the appellant showing good cause for the failure to appear.~~

a. ~~Any excuse for failing to appear, along with supporting documentation, must be submitted to Staff with ten (10) days of the date of the service of the appeal decision.~~

b. ~~Staff will, in the first instance determine if the excuse represents a prima facie case of good cause based on the standards for failing to appear at a hearing and any Board decisions interpreting good cause for failure to appear.~~

e. ~~If a prima facie case of good cause is shown, Staff will schedule an appeal hearing on whether the Board or Appeal Panel accepts the good cause.~~

2. Responding party. If the responding party fails to appear, the Board or Appeal Panel must still hear and decide the appeal.

Appendix A

Deleted [Contents moved to Section 8.22.070.]

FURTHER RESOLVED: That the Rent Board authorizes the Chair or the Chair’s designee to speak in support of the resolution on behalf of the Board at City Council or Committee meetings.

APPROVED BY THE FOLLOWING VOTE

AYES: NICKENS, WILLIAMS, OSHINUGA, ESCOBAR, TAYLOR AND CHAIRPERSON
INGRAM

NOES:

ABSENT:

ABSTENTION:

Date:

ATTEST

BRIANA LAWRENCE-MCGOWAN
Rent Adjustment Program, Housing
& Community Development
Department

CHRONOLOGICAL CASE REPORT

Case No.: T23-0019

Case Name: Barragan et al v. Mead Holding LLC

Property Address: 2031 69th Avenue, Oakland, CA 94621

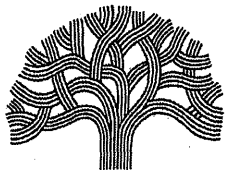
Parties: Ahmed Said, Mead Holding LLC (Owner)
Reyes Ornelas (Tenant)
Maria Barragan (Tenant)

OWNER APPEAL:

<u>Activity</u>	<u>Date</u>
Tenant Petition filed	January 23, 2023
Property Owner Response filed	February 1, 2023
Tenant Evidence Submission	February 28, 2023
Notice of Incomplete Owner Response mailed	February 28, 2023
Administrative Decision mailed	April 6, 2023
Property Owner Appeal filed	April 18, 2023
Tenant Brief in Support of Petition submitted	May 2, 2023
Owner Appeal Supporting Document submitted	May 25, 2023

000052

T23-0019 E4BL



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED

JAN 23 2023

RENT ADJUSTMENT PROGRAM
OAKLAND

TENANT PETITION

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

Rental Unit Information

2031 69th Ave. c Oakland, CA 94621
Street Number Street Name Unit Number Zip Code

Move-in Date: 01/2013 Initial Rent at Move-In: \$ 1,000 Current Rent: \$ 1,500

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

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

If not current on rent, explain why: _____

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

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

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

Maria Barragan
First Name Last Name

Mailing Address (if different from above): _____

Primary Telephone: (510) 395-0124 Other Telephone: _____ Email: carmenornelas01@gmail.com

Reyes Ornelas
First Name Last Name

Mailing Address (if different from above): _____

Primary Telephone: (510)-472-1072 Other Telephone: _____ Email: _____

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

First Name Last Name Firm/Organization (if any)

Mailing Address: _____

Phone Number: _____ Email: _____

Property Owner Information

Property Owner

Ahmed

Said

First Name

Last Name

Company/LLC/LP (if applicable): Mead Holding LLC

Mailing Address: 2400 Market Suite B Oakland ,ca 94607

Phone Number: (510)-812-3277

Email: Ahmedmead@gmail.com

Property Manager (if applicable)

First Name

Last Name

Name of Management Company

Mailing Address:

Phone Number:

Email:

GROUNDS FOR PETITION

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

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

A. Unlawful Rent Increase(s)
 (Complete this section if any of the grounds for petition fall under category A, above)

List all rent increases you wish to contest. Begin with the most recent increase and work backwards. If you never received the RAP Notice, you can contest all past increases. See the "Important Information" page at the end of this petition packet for more information on time limits for contesting rent increases. If you need additional space, attach a separate sheet or an additional copy of this form.

- For petitions contesting a rent increase on the grounds that the unit has been cited by a government agency for serious health, safety, fire, or building code violations, **you must attach a copy of the citation** to your petition. Failure to attach a copy of the citation may result in your petition being dismissed.

Date received rent increase notice: (Month/Day/Year)	Date rent increase went into effect: (Month/Day/Year)	Amount of increase:		Received RAP Notice with notice of rent increase?	
		FROM	TO	YES	NO
09/2019	12/2019	\$ 1,000	\$ 1,300	<input type="checkbox"/>	<input checked="" type="checkbox"/>
09/2022	12/2022	\$ 1,300	\$ 1,500	<input type="checkbox"/>	<input checked="" type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>
		\$	\$	<input type="checkbox"/>	<input type="checkbox"/>

B. Decreased Housing Services
 (Complete this section if any of the grounds for petition fall under category B, above)

List all the conditions that you believe entitle you to a rent decrease. If your petition is based on problems related to your unit, or because the owner has taken away service(s) or is charging for services originally provided by the owner, you must complete this section. If you need more space, attach a separate sheet or an additional copy of this form.

- You are strongly encouraged to submit documentary evidence** (photographs, inspection reports, correspondence with your landlord, etc.) together with your petition. Evidence may be submitted up to seven calendar days prior to your hearing.
- You may wish to have a City inspector come inspect your unit** for possible code violations in advance of your hearing. Copies of any inspection report(s) may be submitted in support of your petition. To schedule an inspection, contact the City of Oakland Code Enforcement Unit at (510) 238-3381, or file a complaint online at <https://www.oaklandca.gov/services/file-a-complaint-with-code-enforcement>. *Note: if additional items are cited in an inspection report that were not included in your original petition (below), you must file an additional petition listing those items in order for RAP staff to consider them as a part of your claim.*

	Description of problem or decreased housing service (list separately):	Date problem or decreased service started: (Month/Day/Year)	Date first notified owner or manager of problem: (Month/Day/Year)	Date problem or service was fixed, if ever: (Month/Day/Year)	What is the dollar value of your claimed loss?
1.					\$
2.					\$
3.					\$
4.					\$

TENANT VERIFICATION

(Required)

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

MARIA BARRAGAN

Tenant 1 Signature

01/20/23

Date

ROY S ORCLAS

Tenant 2 Signature

01/20/23

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/PARTIES 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 and from the OTHER PARTY/IES electronically at the email address(es) provided in this response.

MEDIATION PROGRAM

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

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

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

Tenant Signature

Date

INTERPRETATION SERVICES

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

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

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

-END OF PETITION-

PERSON(S) SERVED:

Name	Ahmed Said
Address	2400 Market Suite B
City, State, Zip	Oakland, CA 94607

Name	
Address	
City, State, Zip	

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

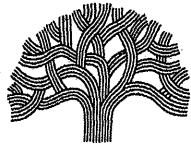
Israel Lepiz

PRINTED NAME

Israel Lepiz
SIGNATURE

01/20/23

DATE SIGNED



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

NOTICE TO PROPERTY OWNER OF TENANT PETITION

ATTENTION: IMMEDIATE ACTION REQUIRED

If you are receiving this NOTICE together with a completed TENANT PETITION form, it means that a tenant has filed a case against you with the Oakland Rent Adjustment Program ("RAP") (commonly referred to as the "Rent Board").

➤ **YOU MUST FILE A RESPONSE WITHIN 35 CALENDAR DAYS AFTER THE PETITION WAS MAILED TO YOU (30 DAYS IF DELIVERED IN-PERSON).**

➤ **TO RESPOND:**

- 1) Complete a **PROPERTY OWNER RESPONSE** form found on the RAP website. (<https://www.oaklandca.gov/services/respond-to-a-tenant-petition-for-the-rent-adjustment-program>)
- 2) Serve a copy of your **PROPERTY OWNER RESPONSE** form on the tenant (or the tenant's representative listed on the petition) by mail or personal delivery.
- 3) Complete a **PROOF OF SERVICE** form (which is attached to the Response form and also available on the website) and provide a copy to the tenant (or tenant's representative) together with your **PROPERTY OWNER RESPONSE** form.
- 4) Submit your **PROPERTY OWNER RESPONSE** form and completed **PROOF OF SERVICE*** form to RAP through RAP's online portal, via email, or by mail.

**Note: The Response will not be considered complete until a PROOF OF SERVICE is filed indicating that the tenant has been served with a copy.*

DOCUMENT REVIEW: The tenant is required to serve on you all documents the tenant filed in this case in addition to the petition. Additionally, all documents are available for review at RAP.

FOR ASSISTANCE: Contact a RAP Housing Counselor at (510) 238-3721 or by email at RAP@oaklandca.gov. Additional information is also available on the RAP website and on the PROPERTY OWNER RESPONSE form.

IMPORTANT INFORMATION REGARDING FILING YOUR PETITION

TIME TO FILE YOUR PETITION

Your Tenant Petition form must be received by the Rent Adjustment Program within the required time limit for filing. RAP staff cannot grant an extension of time to file your Petition.

- For Petitions contesting a rent increase, you have 90 days from the date of notice of increase or from the first date you received the RAP Notice (whichever is later) to file a Petition. If you did not receive a RAP Notice with the rent increase you are contesting but have received one in the past, you have 120 days to file a Petition. If you have never received a RAP Notice, you may contest all rent increases.
- For Petitions claiming decreased housing services, you have 90 days from either the date you first became aware of the decreased service or the date you first received the RAP Notice (whichever is later) to file a Petition. If the decreased housing service is ongoing, you may file a Petition at any time. See O.M.C. §§ 8.22.090 (A)(2)-(3) for more information.

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR PETITION BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF PETITION

All attachments submitted together with your Petition must be numbered sequentially. You may submit additional evidence in support of your Petition up to seven days before your hearing¹. You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

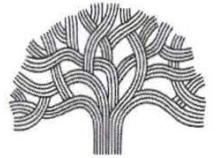
SERVICE ON PROPERTY OWNER

You are required to serve ALL the following documents on the property owner and/or the property owner's representative:

1. Copy of RAP form entitled "NOTICE TO PROPERTY OWNER OF TENANT PETITION" (*included in petition packet and available on RAP website*).
2. Copy of completed Petition form and attachments.
3. Completed PROOF OF SERVICE form (*included in petition packet and available on RAP website*).

You may serve the property owner and/or the owner's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Petition. Your Petition will not be considered complete until a PROOF OF SERVICE form is filed indicating that the owner has been served. Note that you cannot serve a Petition by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

¹ Note that certain documents are required to be submitted with the Petition. See petition for details.



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

RECEIVED
FEB -1 2023
RENT ADJUSTMENT PROGRAM
OAKLAND
CASE NUMBER T - 23-0019

EL/BL

**PROPERTY OWNER RESPONSE
TO TENANT PETITION**

Please fill out this form as completely as you can. Use this form to respond to the Tenant Petition you received. By completing this response form and submitting it in the required time for filing, you will be able to participate in the hearing. Failure to provide the required information may result in your response being rejected or delayed. See "Important Information Regarding Filing Your Response" on the last page of this packet for more information, including filing instructions and how to contact the Rent Adjustment Program ("RAP") with questions. Additional information is also available on the RAP website. **CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING.** To make an appointment email RAP@oaklandca.gov.

Rental Unit Information			
2031	69th Avenue	C	Oakland, CA 94621
Street Number	Street Name	Unit Number	Zip Code
Is there more than one street address on the parcel?		If yes, list all addresses: _____	
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Type of unit(s) (check one):	<input type="checkbox"/> Single family home <input type="checkbox"/> Condominium <input checked="" type="checkbox"/> Apartment, room, or live-work	Number of units on property: 6	Date acquired property: 11/22/2000
Case number(s) of any relevant prior Rent Adjustment case(s): _____			
Tenant Information			
Name of Tenant Petitioner(s): Maria Barragan & Reyes Ornelas			
Date tenant(s) moved into rental unit: Jan, 2013	Initial rent amount: \$ 1,000	Is/are tenant(s) current on rent?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Property Owner Information			
Ahmed	Said		
First Name	Last Name		
Company/LLC/LP (if applicable): Mead Holding LLC			
Mailing address: 2400 Market St, Suite B Oakland Ca, 94607			
Primary Telephone: (510) 812-3277	Other Telephone: (510) 326-6215	Email: ahmedmead@gmail.com	
Property Owner Representative (Check one):			
<input checked="" type="checkbox"/> No Representative <input type="checkbox"/> Attorney <input type="checkbox"/> Non-attorney			
First Name	Last Name	Firm/Organization (if any)	
Mailing Address: _____			
Phone Number: _____ Email: _____			

GENERAL FILING REQUIREMENTS

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

Requirement	Documentation
<input type="checkbox"/> Current Oakland business license	Attach proof of payment of your most recent Oakland business license.
<input 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	Attach a signed and dated copy of the <u>first</u> RAP Notice provided to the petitioning tenant(s) or check the appropriate box below. <input type="checkbox"/> I first provided tenant(s) with the RAP Notice on (date): _____ <input checked="" type="checkbox"/> I have never provided a RAP Notice. <input type="checkbox"/> I do not know if a RAP Notice was ever provided.

PROPERTY OWNER CLAIM OF EXEMPTION

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

- The unit is a single-family residence or condominium exempted by the Costa Hawkins Rental Housing Act (Civil Code 1954.50, et seq.). **If claiming this exemption, you must answer the following questions. Attach a separate sheet if necessary.**
1. Did the prior tenant leave after being given a notice to quit (Civil Code Section 1946)?
 2. Did the prior tenant leave after being given a notice of rent increase (Civil Code Section 827)?
 3. Was the prior tenant evicted for cause?
 4. At the time the prior tenant vacated were there any outstanding violations of building housing, fire or safety codes in the unit or building?
 5. Is the unit separately alienable, meaning it can be sold separately from any other unit on the parcel?
 6. Did the petitioning tenant have roommates when he/she moved in?
 7. If the unit is a condominium, did you purchase it? If so: 1) From whom? 2) Did you purchase the entire building?
- The rent for the unit is controlled, regulated, or subsidized by a governmental unit, agency, or authority other than the City of Oakland Rent Adjustment Ordinance. (Attach documentation.)
- The unit was newly constructed and issued a Certificate of Occupancy on or after January 1, 1983. (Attach copy of Certificate of Occupancy.)
- The unit is located in a motel, hotel, or rooming/boarding house, which the tenant petitioner has occupied for less than 30 days.
- The unit is in a building that was previously issued a certificate of exemption from RAP based on substantial rehabilitation. (Attach copy of Certificate of Exemption.)
- The unit is an accommodation in a hospital, convent, monastery, extended care facility, convalescent home, non-profit home for the aged, or dormitory owned and operated by an educational institution. (Attach documentation.)

RESPONSE TO TENANT PETITION

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

A. Unlawful Rent Increase(s)

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

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

Date tenant given notice of rent increase: (mm/dd/yy)	Date rent increase went into effect: (mm/dd/yy)	Amount of Increase:		Did you provide a RAP Notice with the notice of rent increase?		Reason for Increase (CPI, banking, or other):
		FROM	TO	YES	NO	
		\$	\$	<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 the Tenant Petition is based on either of the following grounds, state your response in the space below or in a separate sheet attached to this form.

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

B. Decreased Housing Services

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

Tenant Petition Grounds	Owner Response
(B1) The owner is providing tenant(s) with fewer housing services and/or charging for services originally paid for by the owner.	
(B2) Tenant(s) is/are being unlawfully charged for utilities.	

C. Other

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

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

OWNER VERIFICATION

(Required)

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



Property Owner 1 Signature

1/31/23

Date

Property Owner 2 Signature

Date

CONSENT TO ELECTRONIC SERVICE

(Highly Recommended)

Check the box below if you agree to have RAP staff and the OTHER PARTY/IES 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 and from the OTHER PARTY/IES electronically at the email address(es) provided in this response.

MEDIATION PROGRAM

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

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

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

Property Owner Signature

Date

INTERPRETATION SERVICES

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

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

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

-END OF RESPONSE-



CITY OF OAKLAND

**CITY OF OAKLAND
RENT ADJUSTMENT PROGRAM**

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

For Rent Adjustment Program date stamp.

PROOF OF SERVICE

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

- 1) Use this PROOF OF SERVICE form to indicate the date and manner of service and the person(s) served.
- 2) 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 Response. Your Response will not be considered complete until this form has been filed indicating that service has occurred.

On the following date: 1 / 31 / 2023 I served a copy of (check all that apply):

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

by the following means (check one):

- United States Mail.** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- 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	Maria Barragan
Address	2031 69th ave #C
City, State, Zip	Oakland, Ca, 94621

Name	
Address	
City, State, Zip	

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

Ahmed Said

PRINTED NAME



SIGNATURE

1/31/23

DATE SIGNED

IMPORTANT INFORMATION REGARDING FILING YOUR RESPONSE

TIME TO FILE YOUR RESPONSE

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

CONTACT A HOUSING COUNSELOR TO REVIEW YOUR RESPONSE BEFORE SUBMITTING

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

DOCUMENTS SUBMITTED IN SUPPORT OF RESPONSE

All attachments submitted together with your Response must be numbered sequentially. You may submit additional evidence in support of your Response up to seven days before your hearing.¹ You must serve a copy of any documents filed with RAP on the other party and submit a PROOF OF SERVICE form.

REMINDER: Once a petition and its attachments are submitted to the RAP they become public records. Please redact any private information (such as social security numbers, bank account numbers, credit card numbers and similar financial data) from the documents you submit as part of this petition. If you have any questions, you may contact RAP staff by phone at (510) 238-3721 or by email at RAP@oaklandca.gov.

Additionally, all documents submitted to the RAP, including but not limited to emails, petitions, attachments, potential evidence, text messages, screenshots, etc., are a part of the file in your case and all parties to a case are entitled to have access to this information.

SERVICE ON TENANT(S)

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

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

You may serve the tenant(s) and/or the tenant's representative by mail or personal delivery. A copy of the completed PROOF OF SERVICE form must be submitted to RAP together with your Response. Your Response will not be considered complete until a PROOF OF SERVICE form is filed indicating that the tenant has been served. Note that you cannot serve a Response by email, even if you have an agreement to electronic service between the parties, because the Ordinance requires service by mail or in person.

FILING YOUR RESPONSE

Although RAP normally does not accept filings by email or fax, RAP is temporarily accepting Responses via email during the COVID-19 local state of emergency. You may also fill out and submit your Response online through the RAP website or deliver the Response to the RAP office by mail. If the RAP office is closed on the last day to file, the time to file is extended to the next day the office is open. If you send your

¹ Note that certain documents are required to be submitted with the Response. See Response form for details.

Response by mail, a postmark date does not count as the date it was received. Remember to file a PROOF OF SERVICE form together with your Response.

Via email: hearingsunit@oaklandca.gov

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

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

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

AGREEMENT TO ELECTRONIC SERVICE

If you have agreed to electronic service from the RAP by signing the Consent to Electronic Service on page 4 of the response, you have agreed to receive electronic service from the Rent Adjustment Program only, and not from the other parties to the case.

AFTER RESPONSE IS FILED

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

FILE/DOCUMENT REVIEW

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

FOR MORE INFORMATION

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

**CITY OF OAKLAND
BUSINESS TAX CERTIFICATE**

**ACCOUNT
NUMBER**
00038967

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 SAID AHMED M

BUSINESS LOCATION 2031 69TH AVE
OAKLAND, CA 94621-3404

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>



AHMED SAID
PO BOX 23562
OAKLAND, CA 94623-0544

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!

Tenant Evidence Submission

<u>Exhibit</u>	<u>Document Description</u>	<u>Page Numbers</u>
T1	Rent Increase Notice (9/24/2022)	2-3
T2	Rent Increase Notice (12/1/2019)	4-10
T3	Rent Payment Receipts	11-19
T4	Property Owner-Tenant Communications	20-22

Tenant Evidence Submission

Exhibit T1

Mead Holding llc

Notice of Rent Increase

Ahmed Said

2400 Market Suite B

Oakland Ca, 94607

Address: 2031 69th ave, Apt C Oakland Ca, 94621

Dear tenant,

On this 24th day of September 2022, the Landlord known as Ahmed Said is increasing your rent to \$1,500. (One-Thousand Five-Hundred Dollars and No Cents) from its current rate of \$1,300. This rental increase will be effective December 1st, 2022.

The increase in rent will be applied due to high inflation rates that include increasing property and city tax, water, PG&E, as well as maintenance in addition to other factors. Please take into consideration that rent has remained \$1,300 without any increases for years. If you have any questions, comments, or concerns, please feel free to call, text, or email me.

Best Regards,

Ahmed Said

Ahmedmead@gmail.com

(510) 812-3277

Tenant Evidence Submission

Exhibit T2

60-DAY NOTICE TO CHANGE THE TERMS OF YOUR RENTAL AGREEMENT

To: All occupants, Resident(s) and all others in possession of Apt. No. C, located at (Street Address) 2031 Geath Ave in the city of Oakland, California

PLEASE TAKE NOTICE that in accordance with the governing State and local laws and ordinances, that sixty (60) days after service upon you of this notice or beginning _____, 20____, whichever is later, the terms of your rental agreement for the above described property are hereby changed as follows:

YOUR MONTHLY RENT shall be increased from \$ 1000.⁰⁰ per month to \$ 1300.⁰⁰ per month, an increase of \$ _____ per month.

YOUR SECURITY DEPOSIT shall be increased from \$ _____ to \$ _____, an increase of \$ _____.

TOTAL AMOUNT DUE and payable by the above stated time period:

New Monthly Rent:

\$ _____

Security Deposit Increase:

\$ _____

Other:

\$ _____

Total Due:

\$ 1300.⁰⁰

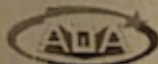
OTHER CHANGES:

Except for the above changes, all other terms of your Rental Agreement shall remain in full force and effect.

Dated: (Month/Day) December 1, 2012

[Signature], OWNER(S)

By: _____, AGENT



A Meads Properties

Notice Of Rent Increase

Ahmed Said
PO Box 23562
Oakland CA 94623

Address: 2031 69th Ave Apt C Oakland, CA 94621

To All Occupants,

On this 12th day of September, 2019 the Landlord known as Ahmed Said is increasing your rent to \$1,300.00. (One-Thousand Three-Hundred Dollars and No Cents) from its current rate of \$1,000.00. This rental increase will be effective December 1, 2019.

The rental increases will be applied due to high inflation rates that include the increase of property and city tax, water, garbage, and other maintenance in addition to many other factors. Please take into consideration that rent has been \$1,000.00 for the past 10+ years with no increases. The California State Law allows property owners to defer applying annual rent increases for up to 10 years. If you have any questions, comments, or concerns, please feel free to call, text, or email me.

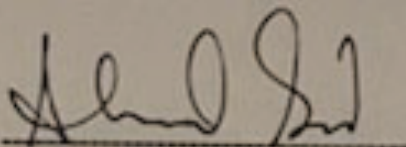
Best Regards,

Ahmed Said

ahmedmead@gmail.com

(510)812-3277

Signature: _____



Date: _____

9/12/19

Learn More About CPI & Allowable Rent Increases

Mayor Libby Schaaf

Select Language ▼

311

NEWS

SERVICES

DEPARTMENTS

MEETINGS

CITY

COUNCIL

based on the regional Consumer Price Index (CPI). These annual rent increases are known as CPI increases or annual general rent increases.

The annual CPI rate for rent increases effective July 1, 2019 through June 30, 2020, is 3.5%. The rate is not applied to rent increases that take effect earlier than July 1, 2019.

July 1, 2019: 3.5%

July 1, 2018: 3.4%

July 1, 2017: 2.3%

July 1, 2016: 2.0%

July 1, 2015: 1.7%

July 1, 2014: 1.9%

July 1, 2013: 2.1%

July 1, 2012: 3.0%

July 1, 2011: 2.0%
July 1, 2010: 2.7%
July 1, 2009: 0.7%
July 1, 2008: 3.2%
July 1, 2007: 3.3%
May 1, 2006: 3.3%
May 1, 2005: 1.9%
May 1, 2004: 0.7%
May 1, 2003: 3.6%
July 1, 2002: 0.6%
March 1, 1995 - June 30, 2002: 3% per year

The "CPI rate" takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications.

- Banking
- Increased housing service costs
- Capital improvements
- Uninsured repair costs
- Fair return

Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

Banking Rent Increase Calculator Instructions

Banking Rent Increase Calculator

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. These costs are also known as "operating expenses".

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any single expense.

Expenses considered include:

Property taxes

Business license/taxes, and insurance,

Utilities (electricity, gas, water, garbage)

Maintenance and repairs

Managerial costs

Other legitimate annually recurring expenses to operate the rental property, except debt service

Increased Housing Costs Rent Increase Calculator

Capital improvements

Capital improvements include improvements to the property. A landlord may apply a rent increase to reimburse themselves for property improvements that benefit the tenants. Reimbursement is limited to 70% of the cost of the improvement amortized over its useful life. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

Capital Improvements Rent Increase Calculator Instructions

Capital Improvements Rent Increase Calculator

Uninsured repair costs

Uninsured repair costs are losses that are not reimbursed to the property owner. These losses are related to damage from fire, earthquake, or other disasters. These costs must be associated with repairs to meet state or local laws. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

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 property owner must show that the return on the investment is less than the return for an investment of similar risk.

The property owner is required to provide three things.

Proof of the amount of investment

Evidence of the return from other investments of similar risk

An analysis of the rate of return from the rental property, including any appreciation in the value of the property.

Rent increases that exceed the CPI increase may be justified for one or more of the reasons listed. Owners may use more than one justification to increase the rent at the same time.

CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.

Tenant Evidence Submission

Exhibit T3

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 612-3277

RECEIPT DATE 08/03/21 No. 276753
RECEIVED FROM Maria Barran \$ 1,300.00
One thousand three hundred $\frac{00}{100}$ DOLLARS
 FOR RENT
 FOR 2031 69th ave Apt C Oakland CA, 94621
ACCOUNT: _____
PAYMENT: _____
BAL DUE: _____
 CASH
 CHECK
 MONEY ORDER
 CREDIT CARD
FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 612-3277

RECEIPT DATE 09/03/21 No. 276754
RECEIVED FROM Maria Barran \$ 1,300.00
One thousand three hundred $\frac{00}{100}$ DOLLARS
 FOR RENT
 FOR 2031 69th Ave Apt C Oakland CA 94621
ACCOUNT: _____
PAYMENT: _____
BAL DUE: _____
 CASH
 CHECK
 MONEY ORDER
 CREDIT CARD
FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 612-3277

RECEIPT DATE 10/03/21 No. 276755
RECEIVED FROM Maria Barran \$ 1,300.00
One thousand three hundred $\frac{00}{100}$ DOLLARS
 FOR RENT
 FOR 2031 69th ave Apt C Oakland CA, 94621
ACCOUNT: _____
PAYMENT: _____
BAL DUE: _____
 CASH
 CHECK
 MONEY ORDER
 CREDIT CARD
FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 612-3277

RECEIPT DATE 11/03/21 No. 276756
RECEIVED FROM Maria Barran \$ 1,300.00
One thousand three hundred $\frac{00}{100}$ DOLLARS
 FOR RENT
 FOR 2031 69th ave Apt C Oakland CA, 94621
ACCOUNT: _____
PAYMENT: _____
BAL DUE: _____
 CASH
 CHECK
 MONEY ORDER
 CREDIT CARD
FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (910) 812-3277

RECEIPT DATE 12/03/21 No. 276757

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00 DOLLARS

FOR RENT
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (910) 812-3277

RECEIPT DATE 01/03/22 No. 276758

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (910) 812-3277

RECEIPT DATE 02/03/22 No. 276759

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY Ahmed Said

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (910) 812-3277

RECEIPT DATE 03/03/22 No. 276760

RECEIVED FROM Maria Barragan \$1,300.00

One thousand three hundred 00/100 DOLLARS

FOR RENT
FOR 2021 69th Ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL DUE	

- CASH
- CHECK
- MONEY ORDER
- CREDIT CARD

FROM _____ TO _____
BY Ahmed Said

RECEIPT

DATE 04/03/22No. **276718**RECEIVED FROM Maria Barragn\$1,300.⁰⁰/₁₀₀One thousand three hundred ⁰⁰/₁₀₀ DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

 CASH CHECK MONEY ORDER CREDIT CARD

FROM _____ TO _____

BY Ahmed El

3-11

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 812-3277

RECEIPT

DATE 05/03/22No. **276719**RECEIVED FROM Maria Barragn\$1,300.⁰⁰/₁₀₀One thousand three hundred ⁰⁰/₁₀₀ DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

 CASH CHECK MONEY ORDER CREDIT CARD

FROM _____ TO _____

BY Ahmed El

3-11

A & S PROPERTIES
Ahmed SAID
MANAGER
TEL: (510) 812-3277

RECEIPT

DATE 06/03/22No. **276720**RECEIVED FROM Maria Barragn\$1,300.⁰⁰/₁₀₀One thousand three hundred ⁰⁰/₁₀₀ DOLLARS FOR RENT FOR 2031 69th ave Apt C Oakland CA, 94621

ACCOUNT	
PAYMENT	
BAL. DUE	

 CASH CHECK MONEY ORDER CREDIT CARD

FROM _____ TO _____

BY Ahmed El

3-11

A & S PROPERTIES
ARMED SAID
MANAGER
TEL: (510) 812-3277

RECEIPT DATE <u>07/03/22</u>		No. 276716
RECEIVED FROM <u>Maria Barragn</u>		\$ <u>1,300.⁰⁰</u>
One thousand three hundred $\frac{00}{100}$ DOLLARS		
<input type="radio"/> FOR RENT		
<input type="radio"/> FOR <u>2031 69th ave Apt C Oakland CA, 94621</u>		
ACCOUNT		<input type="radio"/> CASH <input type="radio"/> CHECK <input type="radio"/> MONEY ORDER <input type="radio"/> CREDIT CARD
PAYMENT		
BAL. DUE		
FROM _____ TO _____		BY <u>Shahid</u>



Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

🇵🇸 (510) 812-3277

Amount

\$1,300.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Nov 1, 2022

Memo 2031 69th Ave #C Oakland Ca

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

Send it now



Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

₪ (510) 812-3277

Amount

\$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Dec 02, 2022

Memo 2031 69th ave #C Oakland Ca 94621

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

Send it now



Review

Cancel



Ahmed Said (APARTMENTS)

Registered as AHMED

🇵🇸 (510) 812-3277

Amount

\$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Jan 02, 2023

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

Send it now



Review

Cancel



Ahmed Said (APARTMENTS)

Registered as WEST OAKLAND INVESTMENTS LLC, OAKLAND, CA (510) 812-3277

Amount

\$1,500.00

Sending as CARMEN LIZBETH ORNELAS BARRAGAN

Pay from TOTAL CHECKING (...3515)

Send on Feb 03, 2023

Memo 2031 69th ave apt C Oakland Ca 94621

Only send money to people and businesses you trust. Zelle® doesn't offer protection for payments you authorize, so you might not be able to get your money back once you send it.

Send it now

Tenant Evidence Submission

Exhibit T4

Mead Holding llc

Rent Payment Method

Ahmed Said

2400 Market st Suite B,

Oakland Ca, 94607

To all tenants,

Starting November 1st, 2022, we will no longer be accepting monthly rental payments by cash.

You have the following methods of payment to choose from:

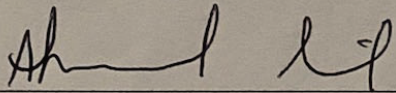
1. Online payment via Zelle
2. CashApp

For any comments or concerns, please feel free to contact me via phone, or email.

Ahmed Said

(510) 812-3277

ahmedmead@gmail.com

x 

Date 10/1/22

To Whom It May Concern,

Maria Barragn has been residing at 2031 69th ave, Oakland Ca, 94621 for 10 years. She is a wonderful tenant, and pays on time every month. She also cleans up around the building and makes the property a better place.

X _____

(Tenant)

Handwritten notes:
The amount of
800
The amount

Handwritten signature:
Alma S. S.

Handwritten date:
7/5/22

X _____

(Landlord)



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: Tenant Evidence Submission (Case No. T23-0019)
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 22 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Ahmed Said
Address	2400 Market St., Suite B
City, State, Zip	Oakland, CA 94607

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and the documents were served on 2/28/2023 (insert date served).

Gregory Ching

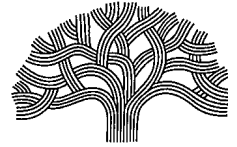
PRINT YOUR NAME



SIGNATURE

February 28, 2023

DATE



Housing and Community Development Department
Rent Adjustment Program

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

NOTICE OF INCOMPLETE OWNER RESPONSE

CASE NUMBER: T23-0019
CASE NAME: Barragen et al v. Mead Holding LLC
PROPERTY ADDRESS: 2031 69th Avenue, Unit C Oakland, CA 94621

The Rent Adjustment Program (hereinafter “RAP”) received a *Property Owner Response* from you on February 1, 2023

To be complete and considered filed, a response by a property owner must include: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 responses, the Owner must provide proof of service by first class mail or in person of the response 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

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.

that the 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 response that you attempted to file was incomplete. The chart below indicates what is missing from your filing:

Name of Document	Needed
Proof of service of the response (and attachments where required) by first class mail or in person on all tenants in units affected by the response	X
Proof of payment of Business License Tax.	X
Proof of payment of the RAP Fee.	X

You have 30 days from the date of the mailing of this letter to provide a completed response. If you do not do so, your response will be dismissed. Since your response is incomplete, the RAP cannot accept the response, and any scheduled hearing will be postponed, if scheduled to occur in less than 30 days.

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

Dated: February 28, 2023

Brittani Lothlen

City of Oakland
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T23-0019

Case Name: Barragen et al v. Mead Holding LLC

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 Response

Owner

Ahmed Said
Mead Holding LLC
2400 Market Street, Suite B
Oakland, CA 94607

Tenant

Reyes Ornelas
2031 69th Avenue, Unit C
Oakland, CA 94621

Tenant

Maria Barragan
2031 69th Avenue, Unit C
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.

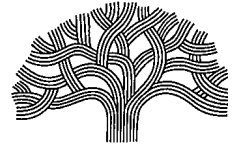
I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on **February 28, 2023** in Oakland, California.

Brittini Lothlen

Brittini Lothlen

Oakland Rent Adjustment Program

000097



ADMINISTRATIVE DECISION

CASE NUMBER T23-0019

CASE NAME: Barragan et al v. Mead Holding LLC

PROPERTY ADDRESS: 2031 69th Avenue, Unit C
Oakland, CA

PARTIES: Maria Barragan, Tenant

SUMMARY OF DECISION

The Tenant’s Petition is granted.

INTRODUCTION

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

BACKGROUND

On January 23, 2023, the Tenant filed the petition herein. The petition contests rent increases alleged from \$1,000.00 to \$1,300.00, effective December 1, 2019, and from \$1,300.00 to \$1,500.00, effective December 2022, on the grounds that the rent increase exceeds the legally allowable amount.

The petition, completed under penalty of perjury, indicates that that Tenant was never given a RAP Notice,¹ including with the Notices of Rent Increase challenged.

The Owner filed an Owner Response on February 1, 2023. A Notice of Incomplete Owner Response was sent to the Respondent on February 28, 2023.² The Respondent was given 35 days to file the necessary documents and a proof of service of their petition. To date, no new documents were filed, no proof of service was filed, and the response was not completed. Therefore, the response cannot be considered filed and complete. Accordingly, any documentation submitted with the response is inadmissible.³

RATIONALE FOR ADMINISTRATIVE DECISION

2019 Rent Increase

The Rent Adjustment Ordinance (Ordinance) requires an owner to serve a RAP Notice at the start of a tenancy⁴ and with any notice of rent increase or change in any term of the tenancy.⁵ An owner may cure the failure to give notice at the start of the tenancy. However, a notice of rent increase is not valid if the effective date of increase is less than six months after the Tenant first receives the required RAP notice.⁶

It is undisputed that the Tenant moved into the subject unit in 2013. The petition was filed under penalty of perjury and states that the Tenant was not given a RAP Notice including with the Notices of Rent Increase challenged. Accordingly, there is no evidence that the Tenant received the RAP Notice at the inception of the tenancy or with the rent increases challenged. Therefore, it is found that the Tenant has not been provided with a RAP Notice. Accordingly, the Notice of Rent Increase from \$1,000.00 to \$1,300.00, is invalid. Accordingly, the legal rent for the subject unit remained at \$1,000.00.

2022 Rent Increase

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

¹ Notice to Tenants of the Residential Rent Adjustment Program.

² O.M.C. Section 8.22.090(B)

³ O.M.C. Section 8.22.070(C). Santiago v. Vega, Case

⁴ O.M.C. Section 8.22.060.

⁵ O.M.C. Section 8.22.070.

⁶ O.M.C. Section 8.22.060(C)

Rent Increase Moratorium.

For rental units regulated by Oakland Municipal Code 8.22.010 et seq, any notice of rent increase in excess of the CPI Rent Adjustment, as defined in Oakland Municipal Code Section 8.22.020, shall be void and unenforceable if the notice is served or has an effective date during the Local Emergency, unless required to provide a fair return. Any notice of rent increase served during the Local Emergency shall include the following statement in bold underlined 12-point font: **“During the Local Emergency declared by the City of Oakland in response to the COVID-19 pandemic, your rent may not be increased in excess of the CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the landlord to obtain a fair return. You may contact the Rent Adjustment Program at (510.) 238—37.21 for additional information and referrals.”**

When the Rent Increase Moratorium was enacted, the CPI Rent Adjustment was 3-5%. The Moratorium clearly states that this CPI is in effect “until June 30, 2020.” As of July 1, 2022, the CPI Rent Adjustment is 3%. The Local Emergency remains in the City of Oakland. Therefore, increasing the Tenant’s base rent above 3%, or \$30.00, violates the Moratorium. Therefore, the Owner’s Notice of Rent Increase of \$200.00 is invalid. Additionally, the Notice of Rent Increase did not include the required statement in bold, underlined 12-point font, and is likewise on this basis invalid as well.

Notwithstanding, whether the Tenant was served the RAP Notice with the 2022 Rent Increase, the increase would still be invalid since the amount of the increase violated the Moratorium. Accordingly, the legal rent for the subject unit remained at \$1,000.00.

ORDER

1. Petition T23-0019 is granted.
2. The legal rent for the subject unit remains \$1,000.00.

3. The 2019 and 2022 rent increases are not valid. The legal rent for the subject unit remains at \$1,000.00. If the Tenant paid an amount over the legal rent for the subject unit, the parties are instructed to calculate the total rent overpayment and deduct the credit amount in thirty or fewer monthly installments from the Tenant's monthly rent after this decision becomes final. The decision becomes final if no party files an appeal within 20 days after the decision is mailed to the parties.

4. The Remote Settlement Conference and Hearing, scheduled for April 12, 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 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: April 5, 2023

Élan Consuella Lambert
Hearing Officer
Rent Adjustment Program

PROOF OF SERVICE

Case Number: T23-0019

Case Name: Barragen et al v. Mead Holding LLC

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

Administrative Decision

Owner

Ahmed Said
Mead Holding LLC
2400 Market Street, Suite B
Oakland, CA 94607

Tenant

Reyes Ornelas
2031 69th Avenue, Unit C
Oakland, CA 94621

Tenant

Maria Barragan
2031 69th Avenue, Unit C
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 **April 6, 2023** in Oakland, California.

Brittni Lothlen

Brittni Lothlen

Oakland Rent Adjustment Program

000102

	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 Ahmed Said	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant
Property Address (Include Unit Number) 2031 69th Avenue, Unit C, Oakland, Ca 94621	
Appellant's Mailing Address (For receipt of notices) 2400 Market St Suite B, Oakland, Ca 94607	Case Number T23-0019 Date of Decision appealed April 18th, 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.)*

- 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: 25.

- You must serve a copy of your appeal on the opposing parties, or your appeal may be dismissed. • I declare under penalty of perjury under the laws of the State of California that on April 18th, 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	Maria Barragan
Address	2031 69th Avenue, Unit C
City, State Zip	Oakland, Ca 94621
Name	Reyes Ornelas
Address	2031 69th Avenue, Unit C
City, State Zip	Oakland, Ca 94621

	4/18/23
---	---------

SIGNATURE of APPELLANT or DESIGNATED REPRESENTATIVE

DATE



**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: Appeal to Tenants' Submission (Case No. T23-0019)
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 25 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Maria Barragan
Address	2031 69th Avenue, Unit C
City, State, Zip	Oakland, Ca, 94621

City of Oakland
Rent Adjustment Program
Proof of Service Form 10.21.2020

Name	Reyes Ornelas
Address	2031 69th Avenue, Unit C
City, State, Zip	Oakland, Ca, 94621

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

Name	
Address	
City, State, Zip	

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

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

Ahmed Said

PRINT YOUR NAME



SIGNATURE

04/18/23

DATE

Appeal to Tenant Submission

Pages 1-6	Response to appeal decision
Page 7	Email/photo of letter to tenant
Pages: 8-9	Copies of Roofing Work Order & Invoice
Pages 10-13	Picture of roof/work completed
Page 14	Extension cord
Page 15	New Balcony Door
Pages 16-20	Texts & photos of tenants not meeting their end of agreement
Pages 21-22	Unpermitted structure built without consent
Pages 23-25	Article for allowable increases per city website

Response to Appeal Decision

Case Number: T23-0019

Case Name: Barragen et al v. Mead Holding LLC

F) I was denied a sufficient opportunity to present my claim because a decision was made without giving me an opportunity to be heard.

BACKGROUND

Where does it show that Reyes and Maria were paying \$1,000 for monthly rent when they moved in? The reason we are appealing this is because the tenants and I had an agreement when they first moved in that the monthly rent would be \$1,300, but if they were to pull out the garbage bins every Monday for all 6 units, and keep the front and backyard clean, then they would pay \$1,000, **only if** they were able to hold up their end of the agreement.

Also, we provided the tenants (Maria and Reyes Ornelas) a storage room for free, and they grew frustrated when we **requested** that extra storage space to expand the laundry room for the building. We then notified them through text that we were going to need that area to expand the laundry room for all tenants, which we did.

1. When the service was no longer being provided as agreed upon, we wrote to all tenants informing them to pull out their own garbage bins, and that we'd clean around the property.
2. The tenants had an extra refrigerator attached to our house meter using an extension cord without our consent. The extension cord poses a high risk as it could have led to a fire endangering the lives of those around them, and an increase in our monthly electricity bill.
3. The tenants also had 7 people living in the unit which cost us more water, but we never complained.
4. Since 2031 69th avenue is a commercial property, the fire department conducts an annual inspection in search of any violations that put individuals at risk. The tenants built a structure on the balcony without consent, and that structure was cited as a violation by the fire department.
5. Each unit has ONE parking spot allocated to them for their use, allowing them to park up to one vehicle in the parking lot. The Barragen family have violated this several times as they park their vehicles in prohibited areas, given that there is a parking spot already provided to them. All tenants with more than 1 vehicle must use street parking.
6. Capital improvements to a building shall be passed on to the tenant as a prorated charge. A landlord is able to increase the rent due to capital improvements made

to the building. In November 2022, we changed the roof, windows, balcony door, and made repairs for a total of \$40,000. In the article titled "Learn More About Allowable Rent Increases", uninsured repair costs are losses that are not reimbursed to the property owner related to disasters. We made several upgrades to the property in preparation for the record breaking rainstorms to ensure our tenants' living space(s) were tolerable.

Rent Increase Moratorium

1. At the inception of their tenancy, we provided the tenants with an RAP notice. The tenants claiming that they were not able to retain the notice that was provided to them may be due to the fact that they moved in 10 years ago. A final decision was made that "the rent increase" in 2019 is invalid. This decision was unfair because the rent was not increased, it was set back at its original amount.
2. **In response to page 5 of 22:**
 - As stated before, the rent was not increased. The monthly rent was set back to its original amount that we agreed to when they moved in, at \$1,300.00 well before the rent increase moratorium was in effect. In 2019, we provided the tenants with a 60 day notice that the rent would return to its original amount of \$1,300 because they were no longer providing their services. We presented the tenants with an official 60 day notice because we are aware that notifying tenants for any purpose must be done in writing.

H) Other

- I have been denied a fair investigation because the tenants and I had an initial agreement when they first moved in that the rent due each month would be \$1,300. We had a verbal agreement that their rent payable for each month would be \$1,000 **IF** they provided those services. Once the services weren't provided any longer, we provided the tenants with a notice over 60 days prior to the amount going into effect. We **DID NOT** increase the rent to \$1,300, rather the rent was set back to its original amount that we agreed to when they first moved in.
- According to page 3 of the Proof of Service from the tenant, it is stated that the notice of rent increase is not in bold, or 12 point font, which is false. We specifically bolded the notice of rent increase statement, and used 12 point font on both letters. We issued the tenants two letters: one in English, and another in Spanish because Spanish is their primary language. Providing a letter in both languages was to ensure effective communication. Nothing was withheld from them because we did nothing wrong.

Increased housing service costs

- Attached below is a breakdown of operating expenses due to keep the building running, and to allow all utilities to function and meet the needs of our tenants. Please refer to the **Increased housing service costs** attached on pages 23-25.

2022 Expenses

1. PG&E Monthly Bill: \$400.00
PG&E bill Annually: \$3,600
2. EBMUD Monthly Bill: \$450.00
EBMUD Bill Annually: \$5,400.00
3. Waste Management Monthly Bill: \$376.23
Waste Management Annually: \$4,514.76
4. Property Tax Monthly: \$1,298.64
Property Tax Annually: \$15,583.78
5. City Tax Monthly: \$159.30
City Tax Annually: \$1,911.64
6. Rent Adjustment Program: \$101 per unit
(6 units) : \$606.00
7. Property Insurance Monthly: \$208.33
Property Insurance Annually: \$2,500
8. Mortgage Expense Monthly: \$2,800
Mortgage Expenses Annually: \$33,600
9. Pest Control Per Month: \$100
Pest Control Per Year: \$1,200
10. Landscaping Per Month: \$100
Landscaping Per Year: \$1,200
11. MGMT fees Per month: \$400
MGMT fees per year: \$4,800

12. Software Subscription month: \$50.00
Software Subscription Per Year: \$600

Monthly Expenses Total: \$6,393.00

Annual Expenses Total: \$75,516.18

-How can the rent be set at \$1,000 after 10 years without any increases? During the pandemic, city officials allowed tenants to withhold rent for months, or even years at a time, but landlords were still expected to pay City tax, RAP fee, and other taxes. It's unfortunate that city officials sitting behind a desk are able to make final decisions for a landlord, or any business owner without taking the full story into account.

-On September 24, 2022, we notified the tenants through letters in both Spanish and English that the rent would be increased from \$1,300 to \$1,500 due to increased operating expenses, giving them over 60 days. According to the City of Oakland article titled "Learn More About Allowable Rent Increases", rent increases that exceed the CPI increase may be justified for:

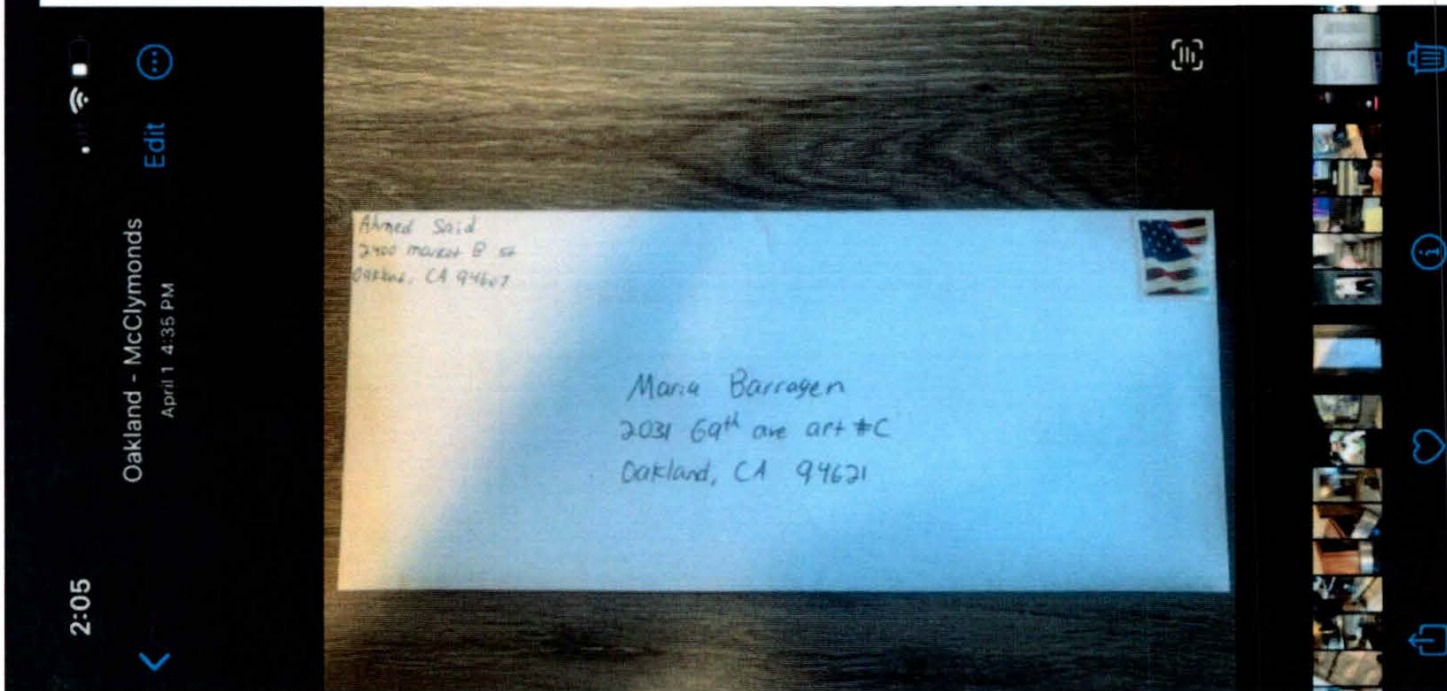
1. CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.
2. Landlords cannot apply a rent increase based on a CPI increase with an increase based on increased housing service costs or fair return. Increased housing service costs or fair housing justifications replace the CPI increase. Refer to the attachment on pages 23-25.

In response to page 22 of 22: In July 2022, Maria Barragan requested a letter from me claiming that she needed a letter of proof from her landlord for immigration purposes. I was only doing Ms. Barragan a favor so that she wouldn't encounter any issues regarding her immigration status. She fraudulently used immigration as an excuse to receive a recommendation letter from me, that is now being used against me.

Closing Statement: We ask that you please do not make a decision without speaking to us. We are appealing because we did everything within the law, and our zoom meeting scheduled for Wednesday, April 12th regarding the landlord/tenant hearing was canceled without proper notice. We were on zoom for 30 minutes for the scheduled hearing, but heard nothing back from the hearing officer. A final decision was sent through the mail without speaking to the landlord, so we ask that if our appeal is not granted, you may discuss further with my attorney.

- Name: Josh P. Davis
- Phone: (510) 207-2472





4/15/23, 11:39 AM

Gmail - Re: T23-0019, Barragan v. Mead Holding LLC



Ahmed Said <ahmedmead@gmail.com>

Re: T23-0019, Barragan v. Mead Holding LLC

Ahmed Said <ahmedmead@gmail.com>
To: "Lothien, Brittni" <BLothien@oaklandca.gov>

Sat, Mar 4, 2023 at 11:36 AM

We mailed the tenant a letter. Whether they received it or not, or act like they did not receive it, we sent it
(Quoted text hidden)

Mead Property Mgmt
2400 Market St suite B
Oakland, CA 94607
Phone - (510) 812-3277

To:
Migael

Phone - (510) 200-1509

Work Order #	7-1
Status	Assigned
Created On	11/14/2022
Estimate Requested On	11/15/2022
Estimate Amount	\$26,600.00
Estimated On	11/16/2022
Scheduled On	11/18/2022
Completed On	11/23/2022
Job Site	2031 69th ave 2031 69th ave Oakland, CA 94621
Pet(s)	--

Tenant(s)

No Current Tenant

Tenant Availability

Date	Time
--	--

Description

Need to replace the roof for the property because the raining season is approaching. Migael will be available to start the work around November 18th.

Vendor Instructions

Company Name: MEX SOLUTIONS
Phone Number: (510) 200-1509

Created By: Bessery Said
 Authorized By: [Signature]
 Signed By: [Signature]
 Dated By: 11/25/22
 Invoice #: _____

Technician's Notes:

MEX SOLUTIONS

ROOFING INVOICE

LIC # 944015
2685 D ST
HAYWARD CA 94541
(650) 520-4816

DATE 11/25/22		PROPOSAL NO	
OWNER/BUYER NAME Ahmed Said		OWNER'S	
OWNER'S CITY, STATE & POSTAL CODE 2031 69th AVE		OWNER'S HOME PHONE (510) 812-3277	OWNER'S WORK PHONE
PROJECT NAME		PROJECT ADDRESS	
PROJECT CITY, STATE & POSTAL CODE Oakland, Ca 94621		PROJECT PHONE	PROJECT PHONE 2
CONSTRUCTION TO BEGIN	CONTRACT COMPLETION DATE	DATE OF PLANS	ARCHITECT ENGINEER

We hereby propose to furnish the following work:

We did an inspection on the roof, and determined that it needed to be changed. We replaced the entire roof. It has a 25 year warranty.

PROPOSED PAYMENT: Owner agrees to pay Contractor a PROPOSED total cash price of \$ 26,600.00 Dollars. OWNER represents that this agreement is a cash transaction wherein no financing is contemplated and contractor acts in reliance on said representation.

THE PAYMENT SCHEDULE WILL BE AS FOLLOWS:

- Down payment of \$ \$7,000.00
- Payment schedule as follows:
\$7,000.00 on 11/20, and the remaining \$12,600 due when the work is complete

THIS IS A BID PROPOSAL WITH A GENERAL DESCRIPTION OF THE PROJECT AND COST. IF THE BID PROPOSAL IS ACCEPTED, A MORE FORMALIZED CONTRACT WILL BE PREPARED PROVIDING DETAILED TERMS AND CONDITIONS INCLUDING ALL YOUR RIGHTS AND YOUR RIGHT TO CANCEL.

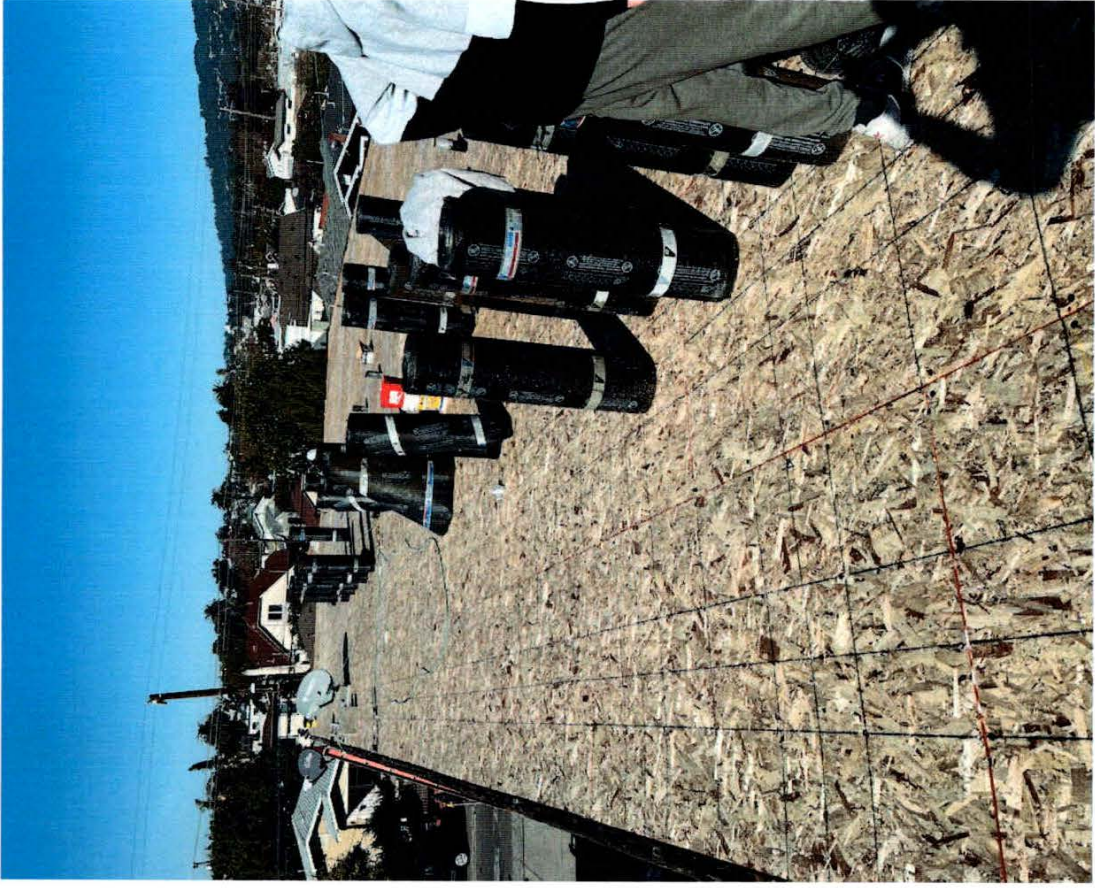
ACCEPTANCE OF PROPOSAL

You are hereby authorized to return a formal contract between us to accomplish the work described in the above proposal, for which the undersigned agrees to pay the amount stated in said proposal and according to the terms thereof.

<u>Gerardo Godinez</u>	<u>11/25/22</u>		
Contractor/Seller Signature	Date	Owner/Buyer Authorized Signature	Date
Contractor/Seller Signature	Date	Owner/Buyer Authorized Signature	Date



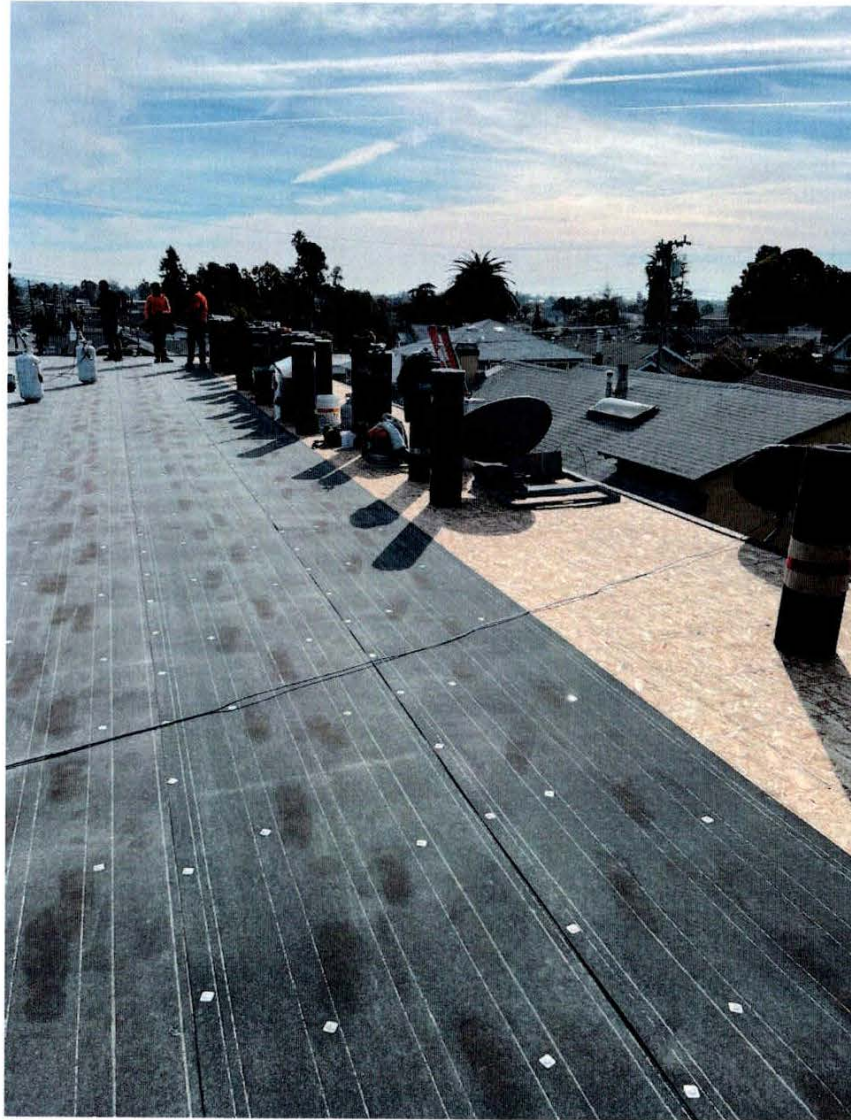
Oakland - Hegenberger
November 19, 2022 at 12:14:59 PM · 28,954 of 31,102



Page 11 of 25



Oakland - Hegenberger
November 21, 2022 at 11:29:38 AM · 28,975 of 31,102



Page 12 of 25



11/23/22, 2:58 PM
28,998 of 31,102

Save Shared Photo

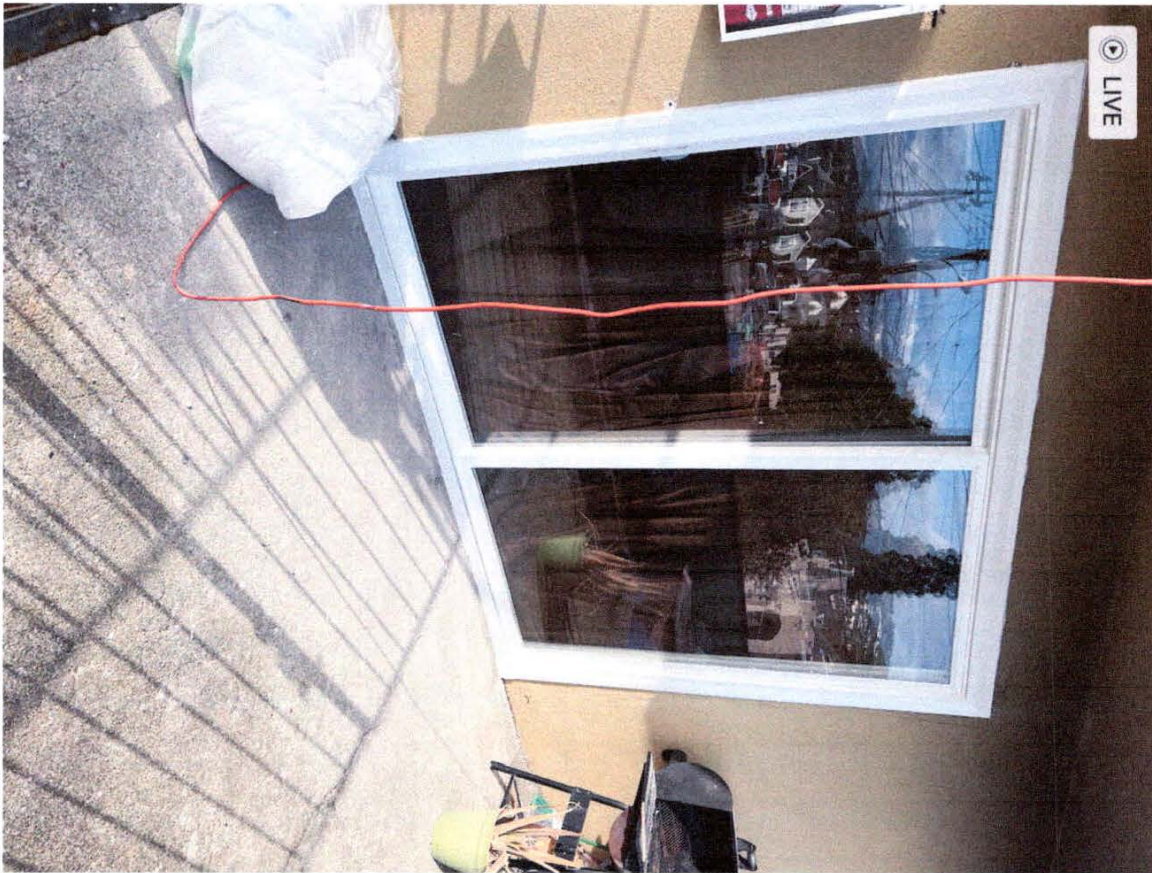


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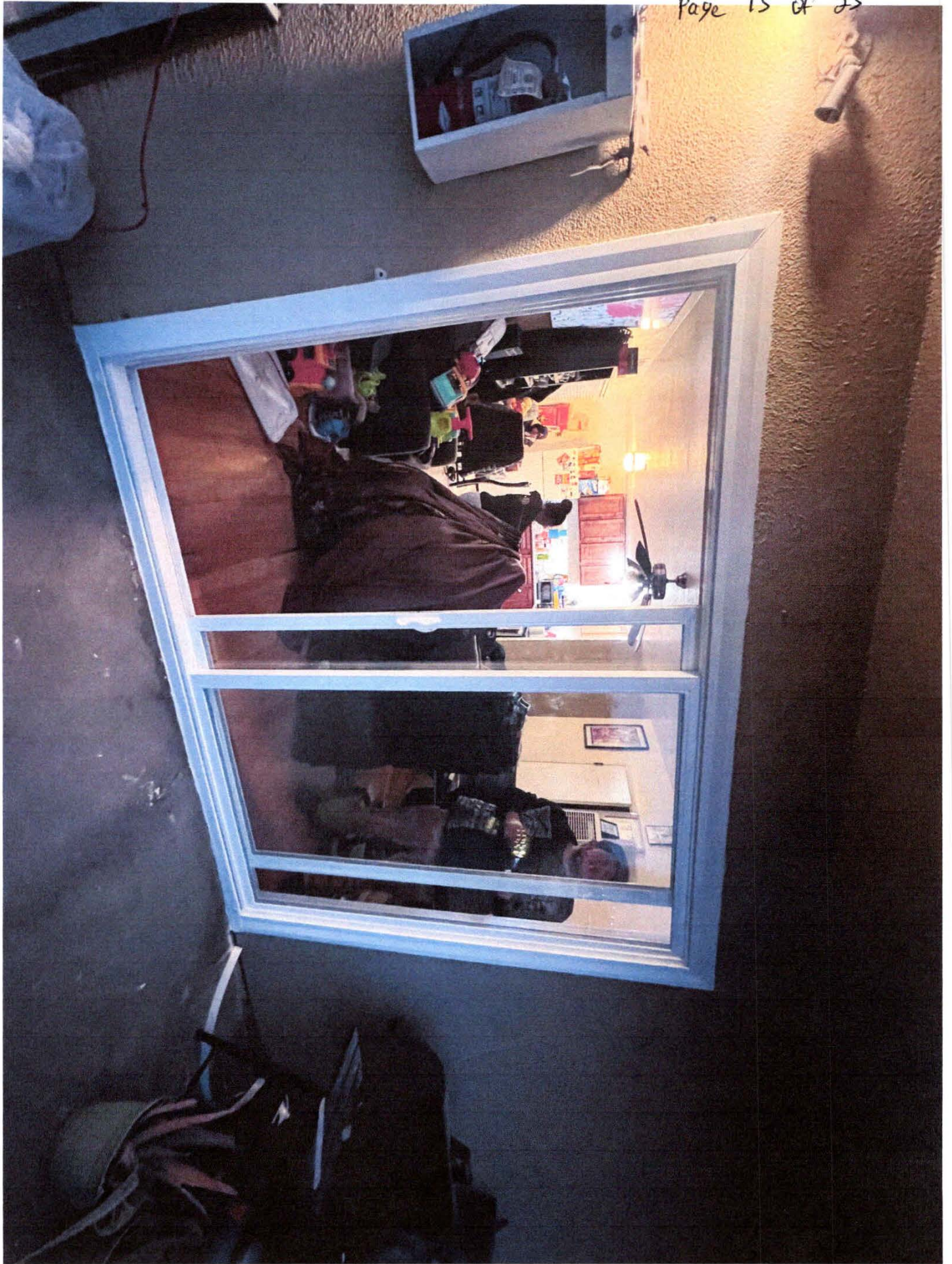


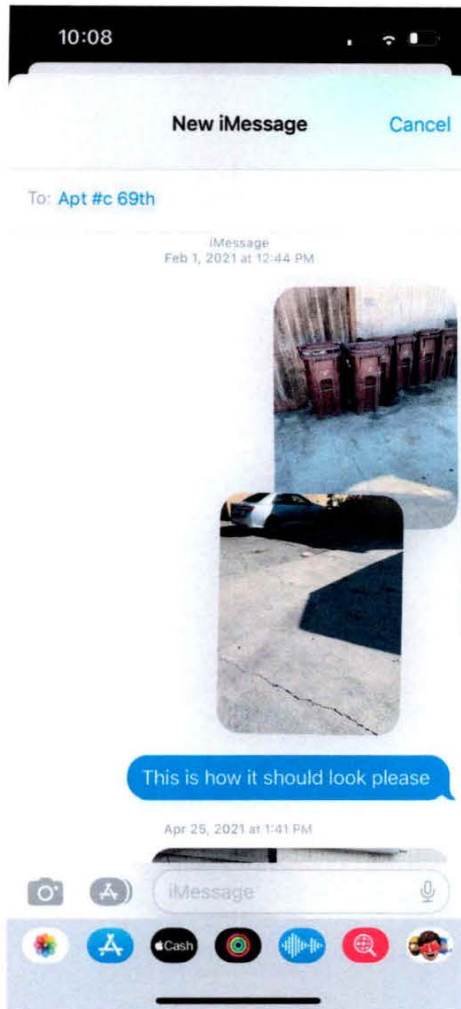


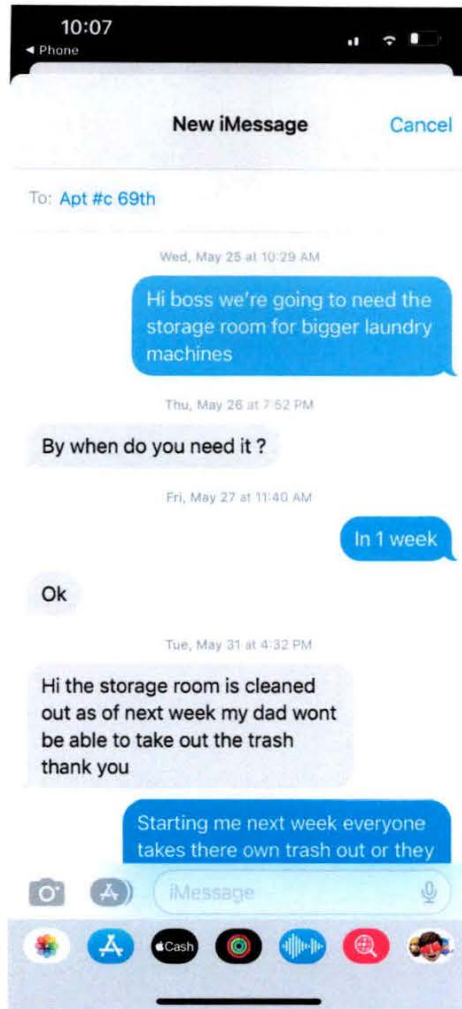
Oakland - Hegenberger
December 6, 2022 at 2:27:39 PM · 29,122 of 31,102



- Information icon (i)
- Share icon
- Heart icon
- Copy icon
- Settings icon







12:21



Oakland - Hegenberger
April 25, 2021 1:11 PM

Edit

Page 18 of 25



10:22



page 19 of 25



April 9, 2016
10:41 AM

Edit



LIVE



12:51



Page 20 of 25



Oakland - Hegenberger
March 6, 2022 1:10 PM

Edit



LIVE





2031 69th Ave
Oakland, California
Google Street View
Nov 2017
See latest date

Global Search...

Home Building Planning Enforcement Fire

File a Complaint/Register a Property Search Complaint Records

Record 1704847:
Housing Habitability Complaint
Record Status: Violation Verified

Record Info Custom Component

2031 69TH AVE *
94621



Case Description:

Apartment building - Possibly structural support and bracing was done without permits

More Details

Page 22 of 25

The “CPI rate” takes effect on each July 1 and remains in effect through June 30 of the following year. A property owner can raise rent above the CPI rate, based on certain justifications.

- Banking
- Increased housing service costs
- Capital improvements
- Uninsured repair costs
- Fair return

Banking

Banking refers to deferred allowed annual rent increases. Annual rent increases that were not applied either fully or completely, can be applied in future years. Property owners may defer applying annual rent increases up to 10 years. Rent increases that were not imposed within 10 years expire. If challenged, evidence of the rental history of the subject unit is required.

- [Banking Rent Increase Calculator Instructions](#)
- [Banking Rent Increase Calculator](#)

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. These costs are also known as “operating expenses”.

If a tenant challenges a rent increase, the landlord must present evidence to prove all claimed expenses. Staff will compare the most recent two years of operating expenses to determine if a rent increase is justified. The calculation in both years must provide a reasonable comparison of all expenses. You may not isolate any

single expense.

Expenses considered include:

1. Business license and insurance,
 2. Utilities (electricity, gas, water, garbage)
 3. Maintenance and repairs
 4. Managerial costs
 5. Other legitimate annually recurring expenses to operate the rental property, except debt service
- [Increased Housing Costs Rent Increase Calculator](#)

Capital improvements

Capital improvements include improvements to the property. A landlord may apply a rent increase to reimburse themselves for property improvements that benefit the tenants. Reimbursement is limited to 70% of the cost of the improvement amortized over its useful life. Property owners must also show that these costs were paid. Examples include: copies of receipts, invoices, bid contracts or other documentation.

- [Capital Improvements Rent Increase Calculator Instructions](#)
- [Capital Improvements Rent Increase Calculator](#)

Uninsured repair costs

Uninsured repair costs are losses that are not reimbursed to the property owner. These losses are related to damage from fire, earthquake, or other disasters. These costs must be associated with repairs to meet state or local laws. An increase for uninsured repairs is calculated the same way as an increase for capital improvements.

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 property owner must show that the return on the investment is less than the return for an investment of similar risk.

The property owner is required to provide three things.

1. Proof of the amount of investment
2. Evidence of the return from other investments of similar risk
3. An analysis of the rate of return from the rental property, including any appreciation in the value of the property.

Rent increases that exceed the CPI increase may be justified for one or more of the reasons listed. Owners may use more than one justification to increase the rent at the same time.

- CPI, banking, and capital improvements can be passed through as a rent increase in a single petition.
- Landlords cannot apply a rent increase based on a CPI increase with an increase based on increased housing service costs or fair return. Increased housing service costs or fair housing justifications replace the CPI increase.

Rent increases that exceed the CPI increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase the rent at the same time.

- Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
- Landlords cannot combine CPI with increased housing service costs or fair return.
- Increased housing service costs or fair housing justifications replace the CPI increase.

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5 *Attorney for Tenant-Respondent Maria Barragan*

6 **OAKLAND RENT ADJUSTMENT PROGRAM**

7
8 BARRAGAN, ET AL.,

9 Tenant-Respondent,

10 vs.

11 MEAD HOLDING LLC,

12 Property Owner-Appellant.

Case No.: T23-0019

**TENANT-RESPONDENT MARIA
BARRAGAN'S REPLY BRIEF IN
SUPPORT OF TENANT PETITION**

13
14 Tenant-Respondent Maria Barragan hereby submits this brief in response to Appellant
15 Mead Holding LLC's appeal brief.

16 **I. FACTS AND PROCEDURAL HISTORY**

17 In notices dated September 12, 2019, and December 1, 2019, Tenant-Respondent Maria
18 Barragan ("Tenant") received a rent increase from Appellant Ahmed Said (doing business as
19 Mead Holding LLC) ("Owner"), which imposed an increase from \$1,000.00 per month to
20 \$1,300.00 per month (the "2019 Rent Increase"). On September 24, 2022, Tenant received
21 another rent increase notice from Owner, raising Tenant's rent from \$1,300 per month to
22 \$1,500 per month (the "2022 Rent Increase"). Tenant has paid the corresponding demanded
23 amounts for both the 2019 and 2022 Rent Increases, as demonstrated in the Tenant Evidence
24 Submission in this action. Neither the 2019 Rent Increase nor the 2022 Rent Increase included
25 proper notice, and both were in excess of the allowable CPI Rent Adjustment.
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1 Furthermore, the Rent Adjustment Program generally falls within those requirements of
2 California civil law. There are a variety of well-established legal principles that allow a judge
3 or fact finder to reach a decision without a hearing, and some even without evidence. Examples
4 include decisions on motions for judgment on the pleadings, motions for summary judgment,
5 and motions for summary adjudication. *See, e.g.*, Cal. Code Civ. P. §§ 438, 437c. Merely filing
6 a Response, especially one that fails to raise any genuine dispute over any material fact, does
7 not guarantee either a tenant or a property owner a hearing. The Hearing Officer’s
8 Administrative Decision does not constitute a denial of Owner’s opportunity to be heard.

9 **B. The 2022 Rent Increase**

10 The 2022 Rent Increase was plainly and facially unlawful, and properly invalidated by
11 the Hearing Officer. The 2022 Rent Increase, which required an increase in Tenant’s rental
12 payments from \$1,300 per month to \$1,500 per month, did not meet multiple requirements
13 under the Oakland Municipal Code.

14 First, the 2022 Rent Increase Notice did not include a RAP Notice, which is required
15 under Oakland law. Oakland Mun. Code § 8.22.070(H). Tenant provided sufficient evidence to
16 the Hearing Officer to demonstrate this deficiency. *See* Tenant Evidence Submission, Exh. T1.
17 Owner does not dispute this fact, and has not disputed this deficiency in either the first Owner
18 Response; the second, delinquent, Owner Response, or in Owner’s Appeal. As such, the 2022
19 Rent Increase Notice is invalid.

20 Second, the 2022 Rent Increase Notice did not include the rent increase moratorium
21 statement in bold, underlined, 12-point font as required by the Oakland Moratorium. *See id.*
22 Owner contends that “According to page 3 of the Proof of Service from the tenant [sic], it is
23 stated that the notice of rent increase is not in bold, or 12 point font, which is false. We
24 specifically bolded the notice of rent increase statement, and used 12 point font on both letters.”
25 *See* Owner Appeal, p. 3. Owner misunderstands the Administrative Decision and the Oakland
26 Moratorium. Under the Oakland Moratorium, Owner is required to provide the following
27 statement in bold, underlined, 12-point font:

1 **“During the Local Emergency declared by the City of Oakland in response**
2 **to the COVID-19 pandemic, your rent may not be increased in excess of the**
3 **CPI Rent Adjustment (3-5% until June 30, 2020), unless required for the**
4 **landlord to obtain a fair return. You may contact the Rent Adjustment**
5 **Program at (510) 238-3721 [sic] for additional information and referrals.”**

6 Oakland Moratorium, § 4. Owner did not include this statement in the 2022 Rent Increase.

7 Instead, the only text that were provided in bolded font were “Notice of Rent Increase,”
8 “Address,” and “Mead Holding LLC” letterhead. *See* Tenant Evidence Submission, Exh. T1.

9 Third, the 2022 Rent Increase Notice provided for a \$200 increase, which equates to an
10 increase of over 15%. Tenant Evidence Submission, Exh. T1. This is well above the 3% CPI
11 Rent Adjustment allowed by the City of Oakland for the relevant time period.

12 Fourth, the 2022 Rent Increase Notice stated that the increase was justified “due to high
13 inflation rates that include increasing property and city tax, water, PG&E, as well as
14 maintenance in addition to other factors.” *See* Tenant Evidence Submission, Exh. T1. Owner
15 confirms such rationale in the Owner Appeal, stating that Tenant’s rent “would be increased
16 from \$1,300 to \$1,500 due to increased operating expenses.” *See* Owner Appeal, p. 5. Owner
17 argues that such an increase is justifiable, as the Oakland Municipal Code allows rent increases
18 to exceed the CPI Rent Adjustment. *Id.* The Oakland Moratorium, however, prohibits rent
19 increases in excess of the CPI Rent Adjustment on the basis of increased operating expenses
20 during the Local Emergency. Oakland Moratorium, § 4. Further analysis of Owner’s
21 misinterpretation of rent increases in excess of the CPI Rent Adjustment is discussed in Section
22 D, *infra*.

23 For the foregoing reasons, the 2022 Rent Increase was properly found invalid.

24 **C. The 2019 Rent Increase**

25 The 2019 Rent Increase was plainly and facially unlawful, and was properly held by the
26 Hearing Officer to be invalid. The 2019 Rent Increase required an increase in Tenant’s rental
27 payments from \$1,000 per month to \$1,300 per month, in excess of the allowable CPI Rent
28 Adjustment; the rent increase did not meet requirements under the Oakland Municipal Code;
and the rent increase was not a rent set back.

1 **1. The 2019 Rent Increase Did Not Include the RAP Notice**

2 It is undisputed that the 2019 Rent Increase did not include the legally required RAP
3 Notice. *See* Tenant Evidence Submission, Exh. T2. Owner provided only the rent increase
4 notice, itself, along with a printout from the Rent Adjustment Program website. Tenant has
5 provided sufficient evidence to demonstrate this deficiency. Owner does not dispute the fact
6 that no RAP notice was included with the 2019 Rent Increase, and has not disputed this fact in
7 either the Owner Response; the second, delinquent, Owner Response; or in the Owner Appeal.

8 In his Appeal filing, Owner states, “At the inception of their tenancy, we provided the
9 tenants with a RAP notice. The tenants claiming that they were not able to retain the notice that
10 was provided to them may be due to the fact that they moved in 10 years ago.” This statement
11 is problematic for several reasons.

12 First, the allegation that Owner provided Tenant with a RAP Notice at the inception of
13 their tenancy is false. Tenant has stated in her Petition, under penalty of perjury, that she was
14 never provided with a RAP Notice. *See* Tenant Petition, T23-0019. Tenant has not wavered
15 from this assertion. Owner, on the other hand, has repeatedly changed his story, and has
16 provided no evidence to support his false statement at any stage of this case. In the Owner
17 Response dated January 31, 2023, Owner, under penalty of perjury, affirmatively checked the
18 box stating: “I have never provided a RAP Notice.” *See* Owner Response (Jan. 31, 2023). In the
19 second Owner Response, Owner, under penalty of perjury, affirmatively checked the box
20 stating: “I do not know if a RAP Notice was ever provided.” *See* Owner Response (Mar. 31,
21 2023). Owner now claims to have provided a RAP Notice at the inception of Tenant’s tenancy,
22 contradicting Owner’s prior assertions and without providing any evidence to support his
23 claim. Owner Appeal, p. 3. Owner has contradicted himself, under oath, and has not provided
24 any evidence to support this claim. Accordingly, the Hearing Officer correctly found that
25 Tenant was not given a RAP Notice at the beginning of her tenancy.

26 Second, Owner misunderstands the notice requirement. While a RAP Notice is required
27 to be provided at the inception of a tenancy, a RAP Notice is also required to be provided with
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1 each rent increase notice. Oakland Mun. Code § 8.22.070(H). Even if Owner had provided
2 Tenant with a RAP Notice at the inception of her tenancy, Owner would still be required to
3 provide additional RAP Notices concurrently with rent increase notices. Owner did not provide
4 the required RAP Notice with the 2019 Rent Increase and has not disputed this fact. Tenant
5 Evidence Submission, Exh. T2. Tenant has provided sufficient evidence for the Hearing Officer
6 to find that Owner failed in his duty to provide the required notice.

7 **2. The Increase Amount Exceeded That Allowed by Law**

8 The 2019 Rent Increase imposed an increase from \$1,000 per month to \$1,300 per
9 month, which equates to an increase of 30%. This rent increase is illegal on its face. The 2019
10 CPI Rent Adjustment was 3.5%. Moreover, the Oakland Municipal Code restricts rent
11 increases based on CPI Rent Adjustments to no more than 10% in any 12-month period, and no
12 more than 30% over any period of five years. § 8.22.070(A)(2)-(3). A rent increase of 30% is
13 clearly improper, and the 2019 Rent Increase was correctly held to be invalid.

14 **3. The 2019 Rent Increase was an Increase and Not a Set Back**

15 Owner's contention that the 2019 Rent Increase should be considered a rent "set back"
16 is without merit. Tenant denies Owner's account of an agreement of services in exchange for a
17 rent reduction. Owner did not raise this issue in either of his two Owner Responses, and has
18 provided no evidence to support such an allegation. In fact, Owner, himself, contradicts this
19 characterization of the rent increase in the actual 2019 Rent Increase Notice.

20 In his Appeal, Owner provides that "the tenants and I had an agreement when they first
21 moved in that the monthly rent would be \$1,300, but if they were to pull out the garbage bins
22 every Monday for all 6 units, and keep the front and backyard clean, then they would pay
23 \$1,000." Owner Appeal, p. 2. Owner states that such agreement was "verbal." *Id.* at p. 3.

24 Tenant denies the existence of such an agreement. Tenant's rental rate when she moved
25 into the property in 2013 was \$1,000 per month. Tenant has never agreed to a reduced rental
26 rate from \$1,300 to \$1,000 per month in exchange for services to Owner or at the subject
27 property. Tenant has never agreed to a reduced rental rate in exchange for services to Owner or
28

1 at the subject property, either verbally or in writing. Owner has provided no evidence to
2 support his claim that such an agreement existed, and Owner did not raise this argument at the
3 proper time: in his Owner Response to the Tenant Petition.

4 Owner also states that: “In 2019, we provided the tenants with a 60 day notice that the
5 rent would return to its original amount of \$1,300 because they were no longer providing their
6 services.” *See* Owner Appeal, p. 3, ¶ 2. The 2019 Rent Increase Notice, however, includes no
7 such language about the alleged services. Instead, the 2019 Rent Increase Notice states: “The
8 rental increases will be applied *due to high inflation rates that include the increase of property*
9 *and city tax, water, garbage, and other maintenance in addition to many other factors.*” Tenant
10 Evidence Submission, Exh. T2 (emphasis added). The 2019 Rent Increase Notice does not
11 include any mention of services, of an agreement, or of a set back. Moreover, the 2019 Rent
12 Increase Notice uses almost the exact same language that Owner used in the 2022 Rent
13 Increase. *See id.* at Exh. T1 (“The increase in rent will be applied due to high inflation rates that
14 include increasing property and city tax, water, PG&E, as well as maintenance in addition to
15 other factors”). Owner is attempting to characterize the 2019 Rent Increase as a rent set back,
16 however all evidence demonstrates that the 2019 Rent Increase was merely an unlawful rent
17 increase.

18 Owner further contradicts his set back argument, stating in the 2019 Rent Increase
19 Notice, “Please take into consideration that rent has been \$1,000 for the past 10+ years with no
20 increases. The California State Law allows property owners to defer applying *annual rent*
21 *increases* for up to 10 years.” *Id.* at Exh. T2 (emphasis added). Owner was clearly attempting to
22 bank multiple years’ worth of rent increases into a single, illegal rent increase. The fact that
23 Owner could have increased rent lawfully during that time period does not allow Owner to do
24 so illegally by increasing Tenant’s rent by an unlawful amount and without proper notice.
25 Owner is either being misleading, or mischaracterizing the 2019 Rent Increase by asserting that
26 it was based on a set back rather than what it actually was: an illegal rent increase.

1 In the present case, Owner did not file a petition with the Oakland Rent Adjustment
2 Program before either the 2019 or 2022 Rent Increases. Owner did not receive approval from
3 the Rent Adjustment Program to impose a rent increase in excess of the CPI Rent Adjustment
4 before either the 2019 or 2022 Rent Increases. Owner instead took it upon himself to increase
5 Tenant’s rent by an unconscionable amount on two separate occasions without following
6 established and legally required procedures.

7 **E. Owner’s Appeal Includes Allegations and Arguments That Lie Beyond the**
8 **Scope of the Underlying Petition and this Appeal**

9 Matters on appeal are limited in their scope. The Rent Adjustment Program Regulations
10 contain an enumerated list of grounds for appeal. *See, e.g.*, Oakland Rent Adjustment Program
11 Regulations; Oakland Municipal Code § 8.22.120. As a general rule, Appeals should not
12 conduct evidentiary hearings or consider the introduction of new evidence. *See* Oakland Rent
13 Adjustment Program Regulations.

14 Here, Owner attempts to include a number of arguments and accompanying evidence
15 that lie well beyond the scope of the underlying Petition, and bear no relevance to this case.
16 Specifically, the following allegations are irrelevant with regard to whether or not the 2019 and
17 2022 Rent Increases were proper and legal: whether or not Owner requested that tenants at the
18 property pull out their own garbage bins, whether or not Owner decided to begin cleaning
19 around the property, whether or not Tenant had an extra refrigerator, the number of persons
20 living within the subject property, whether or not a fire department violation occurred, and
21 whether or not Tenant’s family used multiple parking spaces. Owner Appeal, p. 2, ¶¶ 1-5.
22 Tenant reserves the right to challenge or dispute Owner’s allegations.

23 Additionally, Owner’s table of Increased Housing Service Costs is similarly irrelevant
24 for the purposes of this appeal. The issue of whether or not Owner incurred increased costs falls
25 outside of the scope of the Tenant Petition and of this Appeal. Furthermore, Owner has
26 provided no evidence to support his claim that he incurred increased housing costs aside from
27

1 the table, itself. Owner Appeal, p. 4. Tenant reserves the right to challenge or dispute Owner’s
2 contention regarding increased housing costs.

3 Owner did not raise these allegations or arguments in either of his two Owner
4 Responses, and they should not be considered in, and are not relevant to, this Appeal.

5 **F. Owner’s Allegation of Fraud Is False and Improper**

6 Tenant included in her Tenant Evidence Submission a letter, dated July 5, 2022 and
7 signed by Owner. *See* Tenant Evidence Submission, Exh. T4. The purpose of including the
8 letter in the Tenant Evidence Submission was to provide further evidence that Tenant was
9 current on her rental payments.

10 In his Owner Appeal, Owner alleges that Tenant “fraudulently used immigration as an
11 excuse to receive a recommendation letter from me, that is now being used against me.” Owner
12 Appeal, p. 5.

13 Tenant denies defrauding Owner. Tenant did not request the letter for any purposes
14 other than those that Tenant made Owner aware of at the time of her request. Tenant was
15 truthful in her request, and has been honest and consistent throughout the entirety of this action.
16 Unless Owner is admitting to having committed fraud by lying in his letter, no fraud occurred.
17 Tenant reserves the right to pursue Owner on any and all claims related to Owner’s baseless
18 allegation of fraud.

19 **G. The April 12, 2023 Hearing Was Not Canceled Without Proper Notice**

20 Owner contends that the Hearing for the underlying Petition was “canceled without
21 proper notice.” Owner Appeal, p. 5. As discussed in Section A, *supra*, the Hearing Officer did
22 not act improperly in issuing a ruling by Administrative Decision. The cancelation of the
23 Hearing was properly noticed in the Hearing Officer’s decision, served on the Parties on April
24 6, 2023, by Analyst Brittini Lothlen. *See* T23-0019 Administrative Decision, p. 4, ¶ 4.

25 **III. CONCLUSION**

26 For the reasons set forth herein, the Appeals Board should find affirm the Hearing
27 Officer’s decision to grant the Tenant Petition.

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Dated: May 2, 2023

CENTRO LEGAL DE LA RAZA

By: *Gregory Ching*
Gregory T. Ching
Attorney for Tenant-Respondent Maria Barragan



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:

TENANT-RESPONDENT MARIA BARRAGAN'S REPLY BRIEF IN SUPPORT
OF TENANT PETITION IN
PETITION CASE NO.: T23-0019 (12 pages) _____
(insert name of document served)
 And Additional Documents

and (write number of attached pages) 0 attached pages (not counting the Petition or Response served or the Proof of Service) to each opposing party, whose name(s) and address(es) are listed below, by one of the following means (check one):

- a. United States mail. I enclosed the document(s) in a sealed envelope or package addressed to the person(s) listed below and at the address(es) below and deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.
- b. Deposited it with a commercial carrier, using a service at least as expeditious as first class mail, with all postage or charges fully prepaid, addressed to each opposing party as listed below.
- c. Personal Service. (1) By Hand Delivery: I personally delivered the document(s) to the person(s) at the address(es) listed below; or (2) I left the document(s) at the address(es) with some person not younger than 18 years of age.

PERSON(S) SERVED:

Name	Ahmed Said
Address	2400 Market St. Suite B
City, State, Zip	Oakland, CA 94607

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	

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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 05/02/2023 (insert date served).

Israel Lepiz

PRINT YOUR NAME

Israel Lepiz

SIGNATURE

05/02/23

DATE

05/24/2023 Barragan et al v. Mead Holding LLC

Att: Hearing of Appeal

Case Number: T23-0019

Notice of Appeal

I, the appealing party, would like to present to you why the appeal should be granted.

We are challenging the decision made by the rent board because at the inception of their tenancy [2012], we agreed that the rent would be \$1,300. However, we verbally agreed that if they were to pull out all 6 garbage bins for weekly garbage pick up, keep the front and backyards clean, and have the storage room, then they would pay \$1,000 **ONLY** if they were able to hold up their end of the agreement.

1. Tenants built an extra structure without landlord approval, and the fire department sent the landlord a notice of violation because the structure was unpermitted. We were fined, and I, as the landlord, had to pay, and remove the structure.
2. We provided them with a free storage room, but they **DID NOT** notify us that they would plug in refrigerators, and other equipment to the house meter using extension cords [big fire hazard].
Also, the tenants exceeded the agreed occupancy of 5 people for a 2 bedroom unit, as they had up to 7 people living in the unit. We never complained when PG&E and EBMUD rates increased.
3. Each unit has ONE parking spot allocated to them for their use, but have continued to park their vehicles in prohibited areas around the building.
4. We have made capital improvements to the building, and specifically their unit such as: New roof, New windows, New balcony door, and other improvements to ensure that our tenants have the best living space possible. These improvements cost us over \$40,000.

000148

According to the article titled “Learn More About Allowable Rent Increases” on the City of Oakland Website, last updated May 19th, 2023, it states that Rent Increases that exceed the CPI Increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase rent at the same time.

- A. Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
 - B. Increased housing service costs [Property taxes, Utility bills, Mortgage, and many other expenses]
5. All in all, the rent was not increased for 7 years [2012 - 2018]. In 2019, the rent was not increased, rather it was set back to its original amount because their services were no longer provided. We gave the tenants a 60 day written notice notifying them that their rent payable would be set back the amount that was agreed upon initially, \$1,300.

According to the article titled “Learn More About Allowable Rent Increases” on the City of Oakland Website, last updated May 19th, 2023, it states that Rent Increases that exceed the CPI Increase may be valid for one or more of the reasons. Owners may combine more than one justification to increase rent at the same time.

- A. Owners can combine CPI, banking, and capital improvements for a rent increase in one petition.
- B. Increased housing service costs [Property taxes, Utility bills, Mortgage, and many other expenses]

Closing Statement: San Francisco, and Oakland always favor the tenants. We’re asking since you are the judge and mediator of this hearing to PLEASE BE FAIR. When we increased the rent, we increased fairly, not by thousands of dollars, or an unreasonable amount. We ask that you please take our argument into consideration and reason with us because living costs continue to increase, and the pandemic was an uphill battle as mortgages and taxes were still due on a month to month basis, but tenants were given the opportunity to withhold rent. Ultimately, we are very fair landlords

to our tenants as they have been renting from us for over 10 years now, otherwise they would not be paying \$1,500 per month for a 2 bedroom with parking, and free water (EBMUD).



MEMORANDUM

Date: June 15, 2023
To: Members of the Housing, Rent Residential & Relocation Board (HRRRB)
From: Kent Qian, Deputy City Attorney
Re: Appeal Recommendation in T23-0019, Barragan et al. v. Mead Holding LLC
Appeal Hearing Date: June 15, 2023

Property Address: 2031 69th Avenue, Unit C, Oakland, CA 94621
Appellant/Owner: Ahmed Said, Mead Holding LLC
Respondent/Tenants: Maria Barragan, Reyes Ornelas

BACKGROUND

On January 23, 2023, tenants Maria Barragan and Reyes Ornelas filed a Tenant Petition contesting the following two rent increases:

- \$1,000 to \$1,300, effective December 2019
- \$1,300 to \$1,500, effective December 2022

The Petition indicated that the tenants had never received a copy of the RAP Notice, either at the beginning of their tenancy or with either increase. The tenants submitted 22 pages of documentation in support of their Petition, including copies of the rent increase notices and proof of rent payment.

On February 1, 2023, owner Ahmed Said of Mead Holding LLC filed a response to the Tenant Petition but did not allege any defenses in the response form. The owner attached a copy of a business license (expired), but did not include any evidence that the owner had paid the RAP service fee. The response also indicated that the owner had never provided the tenants with a copy of the RAP Notice.

On February 28, 2023, RAP staff mailed the owner a Notice of Incomplete Owner Response, indicating that the owner was missing a proof of service, proof of payment of the business license tax, and proof of payment of the RAP fee. The Notice indicated that the owner had 30 days to submit a completed response. No response to the deficiency notice appears in the case file.

RULING ON THE CASE

On April 5, 2023, hearing officer Élan Consuella Lambert issued an Administrative Decision, granting the Tenant Petition without a hearing. The rent increases were found to be invalid because the tenants never received the required RAP Notice, and because the second increase in 2022 was above CPI and did not include the notice language required by the Oakland rent increase moratorium.

GROUND S FOR APPEAL

On April 18, 2023, the owner filed an appeal of the Administrative Decision on the grounds that the owner was denied a sufficient opportunity to respond to the tenants' claim. Among other things, the owner alleged that the increase from \$1,000 to \$1,300 was not an increase, but rather the tenants' initial rent was \$1,300 and was discounted to \$1,000 in exchange for the tenants taking out the garbage and cleaning around the property. The owner also alleged increased housing service costs and other claims irrelevant to the case.

ISSUES

1. Was it proper to issue an administrative decision granting the Tenant Petition?

APPLICABLE LAW AND PAST BOARD DECISIONS

I. Administrative Decisions

An administrative decision may be issued when petition or response forms have not been properly completed, were untimely, or filing prerequisites have not been met; where the petition and response forms raise no genuine dispute as to any material facts and the petition may be decided as a matter of law; or where the property was previously issued a certificate of exemption and is not challenged by the tenant. OMC 8.22.110F.

II. Owner Filing Requirements

In order to file a response to a tenant petition or file a petition seeking a rent increase, an owner must submit the following: evidence of possession of a current business license, evidence of payment of the RAP fee, evidence of service of the RAP

notice on covered units, a completed response form, documentation supporting the owner's claim of exemption or justification for the rent increase, and proof of service of the response on the tenant. OMC 8.22.090B.

III. Service of RAP Notice

Owners are required to serve tenants with a copy of the RAP Notice at the beginning of the tenancy and together with any rent increase. Failure to do so renders a rent increase invalid. O.M.C. 8.22.060, 8.22.070H, 8.22.090A(1)(c)-(d).

IV. Rent Increase Moratorium

Oakland's rent increase moratorium, which was in effect as of December 2022, limits rent increases to CPI and requires certain language to be included in rent increase notices.

RECOMMENDED OUTCOME

The office of the City Attorney recommends that the Hearing Officer's decision finding the rent increases invalid be upheld. The owner's response was incomplete and remained incomplete after the owner was provided with notice and 30 days to submit the required documentation. Both the Tenant Petition and the owner response indicate that the tenants were not provided with a RAP Notice. Therefore, failure to provide a RAP Notice is undisputed. Additionally, the December 2022 increase from \$1,300 to \$1,500 exceeds the allowable CPI and does not comply with Oakland's rent increase moratorium.

The owner's claims of capital improvements and increased housing service costs are misguided. Owners are required to file petitions seeking approval from RAP in order to impose increases based on capital improvements and/or increased service costs. The other claims raised on appeal are irrelevant to the issue of whether the challenged rent increases were valid, and the appeal does not provide any explanation or justification (i.e. good cause) as to why the owner's response was incomplete.